

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release By Secured Party At Reel: 002847 Frame 0834-35		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		11/29/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SMARTERKIDS.COM, INC.		
Street Address:	2 Lower Ragsdale		
City:	Monterey		
State/Country:	CALIFORNIA		
Postal Code:	93940		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2471836	SMARTERKIDS	
CORRESPONDENCE DATA			
Fax Number:	(212)318-3400		
Phone:	212 318 3000		
Email:	mmutterperl@fulbright.com, mrosenfeld@fulbright.com, nyipdocket@fulbright.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Mark N. Mutterperl		
Address Line 1:	Fulbright & Jaworski LLP, 666 Fifth Ave.		
Address Line 4:	New York, NEW YORK 10103		
ATTORNEY DOCKET NUMBER:	11108890		
NAME OF SUBMITTER:	Mark N. Mutterperl		
Signature:	/Mark N. Mutterperl/		

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 REEL: 004635 FRAME: 0481**

Date:

10/04/2011

Total Attachments: 4

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PAY-OFF LETTER

November 29, 2006

Excelligence Learning Corporation
2 Lower Ragsdale Drive, #125
Monterey, CA 93940

Bank of Montreal, as Administrative Agent
115 South LaSalle Street
Chicago, IL 60603

Re: Payout Arrangements

Ladies and Gentlemen:

The undersigned, Bank of America, N.A. (the "Existing Lender"), has been advised by Excelligence Learning Corporation (the "Seller") that Harris N.A., as administrative agent for the lenders (the "Agent"), will be engaging in certain financing of ELC Acquisition Corporation (the "Borrower") to finance the acquisition of substantially all of the equity interest in the Seller, which financing will be secured by a lien on and security interest in all of the assets of the Seller being acquired by the Borrower. It is also the understanding of the undersigned that a portion of the proceeds of said financing will be used to repay all of the loans, extensions of credit and other financial arrangements owing by the Seller and its subsidiaries to the undersigned (the "Indebtedness") and has requested that the Existing Lender provide the Seller with appropriate pay-off figures for the principal, interest and other amounts (including fees) owing by the Seller and its subsidiaries to the Existing Lender in connection with the Indebtedness. The pay-off figures for the Seller and its subsidiaries, as of November 29, 2006 (the "Computation Date") in connection with the Indebtedness are as follows (collectively, together with interest accruing after the Computation Date that must be paid by the Borrowers, the "Pay-Off Amount"):

Principal:	<u>\$0.00</u>
Interest:	<u>\$0.00</u>
Fees:	<u>\$0.00</u>
Cash Collateral	
For Letters of Credit	<u>\$50,000.00</u>
Other Amounts:	<u>\$0.00</u>
Amounts Already Paid:	<u>\$50,000.00</u>
Total Amount Owing:	<u>\$0.00</u>

Pay-Off Letter

Excelligence Learning Corporation
Bank of Montreal, as Administrative Agent
November 29, 2006
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The Pay-Off Amount shall be paid to the Existing Lender in U.S. Dollars, in immediately available funds, by wire transfer to the following account:

Name of Bank: _____
ABA: _____
For the account of: _____
Account Number: _____

Upon request, the Existing Lender shall provide you with a revised figure for the Pay-Off Amount as of the Pay-Off Date.

The Existing Lender acknowledges and agrees that, upon the Existing Lender's receipt of payment in full of the Pay-Off Amount, including any per diem interest accruing after the Computation Date, on or prior to 4:00 p.m. (Chicago time) on the date of payment (the "Pay-Off Date"), then (x) except for LC Collateral (as defined below), all liens, and security interests of the Existing Lender in any and all of the property of the Seller and any of its subsidiaries (each of the foregoing hereinafter referred to individually as a "Debtor" and collectively as the "Debtors") and all rights arising therefrom (the "Collateral") shall be deemed to be automatically released and terminated, (y) except for LC Collateral, all liabilities, obligations and indebtedness owing by the Seller and each of the other Debtors to the Existing Lender shall be deemed to have been paid and discharged in full, and (z) the commitment of the Existing Lender to extend credit to the Seller and each of the other Debtors shall be deemed to be terminated. For purposes hereof, "LC Collateral" shall mean \$50,000 in the form of a certificate of deposit presented as collateral to the Existing Lender to secure an outstanding letter of credit issued on behalf of the Borrower.

By our signature below, we agree, effective upon our receipt of the Pay-off Amount, to (a) terminate any existing UCC financing statements filed against any Debtor in our favor, (b) release any existing mortgages or deeds of trust from any Debtor in our favor, and any and all other appropriate releases of all security agreements, mortgages, deeds of trust and financing statements securing or perfecting liens on all personal property, fixtures, and/or real property of any Debtor that secure any indebtedness of the Seller and each of the other Debtors to us, (c) deliver to Agent all vehicle titles, stock certificates and other possessory collateral of any Debtor held by the Existing Lender as collateral, and (d) take such other actions as either of you may reasonably request to release the Existing Lender's security interest in and lien on all of the assets and property of the Debtors.

Excelligence Learning Corporation
Bank of Montreal, as Administrative Agent
November 29, 2006
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We acknowledge that the Borrower is relying on the foregoing assurances in acquiring the equity interests in the Seller and the Agent is relying on the foregoing assurances in extending credit to the Borrower.

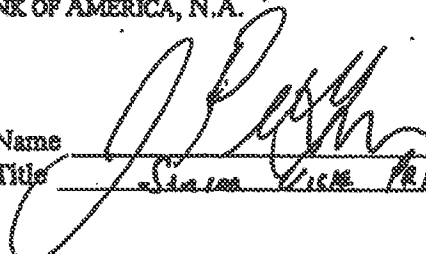
Sincerely,

BANK OF AMERICA, N.A.

By

Name

Title



Senior Vice President



10-22-2003

DP

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Smarterkids.com, Inc. 10-17-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other

2. Name and address of receiving party(ies)
Name: Bank of America, N.A.
Internal Address: Commercial Loan Service Center
Street Address: 1560 E. Shaw Ave.
City: Fresno State: CA Zip: 93710
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State: Delaware
Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 09/26/2003

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,280,853; 2,449,485; 2,459,974
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Theresa A. Millier
Internal Address: Commercial Loan Service Center Bank of America, N.A.
Street Address: 1560 E. Shaw Ave.
City: Fresno State: CA Zip: 93710

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 140.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Eric C. Cole, Esq. Signature Date: 09/26/2003
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 16

10/22/2003 070811 00000033 00000033

Mall documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:0021 48.00
02 FC:0022 100.00

TRADEMARK REEL: 002847 FRAME: 0834 TRADEMARK