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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital Corporation, as Agent		10/04/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lakeland Finance LLC
Street Address:	590 Peter Jefferson Parkway; Suite 300
City:	Charlottesville
State/Country:	VIRGINIA
Postal Code:	22911
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2614277	WORLDSTRIDES
Registration Number:	2643884	WORLDSTRIDES
Registration Number:	2893245	CHRISTIAN DISCOVERIES
Registration Number:	1705458	EFS
Registration Number:	2327591	EFS CHRISTIAN DISCOVERIES
Registration Number:	1528864	EFS EDUCATIONAL FIELD STUDIES, INC.
Registration Number:	2149853	AMERICAN HIGH SCHOOL THEATRE FESTIVAL
Registration Number:	3003906	AMERICAN HIGH SCHOOL THEATRE FESTIVAL
Registration Number:	3125754	BOWL GAMES OF AMERICA
Registration Number:	3111242	HF HERITAGE FESTIVALS
Registration Number:	3411667	DISCOVER YOUR WORLD

CORRESPONDENCE DATA

Fax Number: (212)969-2900

TRADEMARK
REEL: 004642 FRAME: 0040

900204708

Phone: (212) 969-3000

Email: trademark@proskauer.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: (212) 969-2900

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668-075
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	10/14/2011

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of October 4, 2011 by ANTARES CAPITAL CORPORATION, as Agent for the Lenders (the "Bank") in favor of LAKELAND FINANCE, LLC ("Grantor"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Credit Agreement and/or Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Grantor, Bank and the other parties thereto entered into that Certain Credit Agreement dated as of December 15, 2005 (the "Credit Agreement").

WHEREAS, pursuant to that certain Borrowers Security Agreement dated as of December 15, 2005 among Bank, Grantor, and the other parties thereto (the "Security Agreement"), Grantor granted to Bank a security interest in all of its right, title and interest in, to and under certain intellectual property and, in connection therewith, entered into that certain Trademark Security Agreement dated as of January 18, 2011 (the "Assignment") for the purpose of recording such security interest with respect to the Trademark Collateral (as such term is defined in the Assignment), which included the trademark registrations, trademark applications and trademark licenses set forth on Schedule 1 hereto, with the United States Patent and Trademark Office; and

WHEREAS, the Assignment was recorded by the Trademark Division of the United States Patent and Trademark Office on December 16, 2005, at Reel 3211, Frame 0696; and

WHEREAS, Grantor has requested that Bank release its security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Bank hereby releases its security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral.
- 2. Bank hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Bank, all of Bank's right, title and interest in, to and under the Trademark Collateral
- 3. Bank shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all

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documents or other instruments, reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Trademark Release and Reassignment

[Signature Page Follows.]

IN WITNESS WHEREOF, Bank has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL CORPORATION,

as Agent

Name: Scott

Title: Duly /

Scott J. Garlinghouse
Duly Authorized Signatory

Trademark Release and Reassignment

SCHEDULE 1

US TRADEMARKS REGISTRATIONS

Mark	Registration No.	Registration Date
WORLDSTRIDES & design	2614277	9/8/02
WORLDSTRIDES	2643884	10/29/02
CHRISTIAN DISCOVERIES	2893245	10/12/04
EFS	1705458	8/4/92
EFS CHRISTIAN DISCOVERIES	2327591	3/14/89
EFS EDUCATIONAL FIELD STUDIES, INC.	1528864	3/7/89
AMERICAN HIGH SCHOOL THEATRE FESTIVAL	2149853	4/7/98
AMERICAN HIGH SCHOOOL THEATRE FESTIVAL	3003906	10/4/05
BOWL GAMES OF AMERICA	3125754	8/8/06
HF HERITAGE FESTIVALS & designs	3111242	7/4/06
DISCOVER YOUR WORLD	3411667	4/15/08

US TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK REGISTRATIONS

Mark	Country	Registration Number	Registration Date
EFS	Canada	TMA426427	4/22/94
HF HERITAGE	Canada	TMA706534	2/5/08
FESTIVALS & design			
BOWL GAMES OF	Canada	TMA684289	3/21/07
AMERICA			

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES None.

Trademark Release and Reassignment

RECORDED: 10/14/2011