

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
Freeport Financial LLC		11/07/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Horn Book, Inc.		
Street Address:	56 Roland Street		
Internal Address:	Suite 200		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02129		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3626592	THE HORN BOOK MAGAZINE	
CORRESPONDENCE DATA			
Fax Number:	(216)579-0212		
Phone:	(216) 586-3939		
Email:	kjkopczyk@jonesday.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:	Kathie J. Kopczyk		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	Jones Day		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	560255-012176/KJK		
NAME OF SUBMITTER:	Kathie J. Kopczyk		

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**TRADEMARK
 REEL: 004657 FRAME: 0219**

Signature:	/Kathie J. Kopczyk/
Date:	11/08/2011
Total Attachments: 3 source=HombookRelease#page1.tif source=HombookRelease#page2.tif source=HombookRelease#page3.tif	

**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this "**Release**"), dated as of November 7, 2011, is made by **FREEMPORT FINANCIAL LLC**, as Agent (the "**Agent**"), under the Credit Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement).

WHEREAS, in connection with that certain Credit Agreement, dated as of April 18, 2007 (as amended, restated, supplemented or otherwise modified from time to time, and together with all general security agreements, trademark security agreements and copyright security agreements entered into in connection therewith or in connection with prior versions thereof, the "**Credit Agreement**"), among **MEDIA SOURCE, INC.** (the "**Borrower**"), the other Loan Parties signatory thereto, the Agent, and the Lenders signatory thereto from time to time (each individually a "**Lender**," and collectively, the "**Lenders**"), the Lenders made credit extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, and pursuant to those certain agreements described on Annex I attached hereto (collectively, the "**Security Agreements**"), the Borrower and the Loan Parties granted security interests in certain intellectual property owned by the Borrower and the Loan Parties including those listed on Annex I attached hereto (collectively, the "**Intellectual Property Collateral**"); and

WHEREAS, the Security Agreements were recorded in (i) the U.S. Patent and Trademark Office on the dates and on the reels and frames set forth on Annex I hereto and (ii) the U.S. Copyright Office on the dates and on the volumes set forth on Annex I hereto, as applicable;

NOW THEREFORE, the Agent hereby **RELEASES**, without representation, recourse or warranty whatsoever, all of its security interest in the Intellectual Property Collateral, whether granted pursuant to the Security Agreements or any other agreement or document delivered in connection with the Credit Agreement, and the Agent hereby reassigns any and all such right, title and interest (if any) that the Agent may have in the Intellectual Property Collateral to the Borrower and the Loan Parties, respectively.

The Agent agrees, at the Borrower's and the Loan Parties' expense, to cooperate with the Borrower and the Loan Parties and to provide the Borrower and the Loan Parties with the information and additional authorization reasonably required or desirable to effect the release of the Agent's security interest in the released collateral described herein.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first above written.

FREEPORT FINANCIAL LLC, as Agent

By: Joseph Vucelja
Name: _____
Title: MD

[Signature Page to Release of Security Interest in Intellectual Property Collateral]

Trademark Security Agreement dated as of January 16, 2009 between THE HORN BOOK, INC. and Freeport Financial LLC, as Agent, recorded with the U.S. Patent and Trademark Office on January 22, 2009 at Reel/Frame No. 003922/0475.

U.S. Trademark Registration/Application	
Registration/Application No.	Trademark
3,626,592	THE HORN BOOK MAGAZINE