

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL RECORDED AT REEL/FRAME NO. 4691/0990		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO CAPITAL FINANCE, LLC		05/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PLATO, INC.		
Street Address:	10801 NESBITT AVENUE SOUTH		
City:	BLOOMINGTON		
State/Country:	MINNESOTA		
Postal Code:	55437		
Entity Type:	CORPORATION: DELAWARE		
Name:	LIGHTSPAN, INC.		
Street Address:	C/O PLATO, INC.		
Internal Address:	10801 NESBITT AVENUE SOUTH		
City:	BLOOMINGTON		
State/Country:	MINNESOTA		
Postal Code:	55437		
Entity Type:	CORPORATION: DELAWARE		
Name:	CYBERED, INC.		
Street Address:	C/O PLATO, INC.		
Internal Address:	10801 NESBITT AVENUE SOUTH		
City:	BLOOMINGTON		
State/Country:	NEVADA		
Postal Code:	55437		
Entity Type:	CORPORATION: NEVADA		
Name:	PLATO LEARNING, INC.		
Street Address:	C/O PLATO, INC.		

TRADEMARK

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Internal Address:	10801 NESBITT AVENUE SOUTH
City:	BLOOMINGTON
State/Country:	MINNESOTA
Postal Code:	55437
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	2571152	ACADEMIC SYSTEMS
Registration Number:	2571150	ACADEMIC SYSTEMS A
Registration Number:	3790276	ACADEMIC SYSTEMS
Registration Number:	3790286	ACADEMIC SYSTEMS
Registration Number:	2351383	CYBER ED
Registration Number:	4041005	EDOPTIONS
Registration Number:	3546874	EDUCATIONAL OPTIONS
Registration Number:	3400748	EDUTEST
Registration Number:	2519956	
Registration Number:	2351384	FUTURE EDUCATION TODAY
Registration Number:	2490990	LIGHTSPAN
Registration Number:	2489364	LIGHTSPAN ADVENTURES
Registration Number:	2124084	LIQUID BOOKS
Registration Number:	3383398	ORCHARD SOFTWARE
Registration Number:	1153895	PLATO
Registration Number:	3001321	PLATO
Registration Number:	1202574	PLATO
Registration Number:	1233392	PLATO
Registration Number:	1022888	PLATO
Registration Number:	1090872	PLATO
Registration Number:	1098369	PLATO
Registration Number:	3341889	PLATO
Registration Number:	3341890	PLATO LEARNING
Registration Number:	3096240	PLATO LEARNING
Registration Number:	3597375	PLATO LEARNING ENVIRONMENT
Registration Number:	3593962	PLE
Registration Number:	3593963	PLE

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Registration Number:	3463542	PRACTICEPLANET
Registration Number:	3546640	STARS SUITE
Registration Number:	3331922	STRAIGHT CURVE
Registration Number:	3341888	STRAIGHT CURVE
Registration Number:	2237859	WE ARE THE DOGS

CORRESPONDENCE DATA

Fax Number: 7147558290

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

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0260
NAME OF SUBMITTER:	KRISTIN J AZCONA
Signature:	/KJA/
Date:	05/17/2012

Total Attachments: 5

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TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL**, dated as of May 17, 2012, is made by Wells Fargo Capital Finance, LLC, a Delaware limited liability company, as agent ("Secured Party"), in favor of the Grantors listed on the signature pages of the Trademark Security Agreement (as defined below) collectively, jointly and severally, "Grantors" and each individually "Grantor").

WHEREAS, pursuant to the terms and conditions of: (i) that certain Trademark Security Agreement dated as of May 25, 2010 (as amended, restated, supplemented, or modified from time to time, the "Trademark Security Agreement"; capitalized terms used herein without definition shall have the meanings ascribed thereto in the Trademark Security Agreement), by and among Secured Party and Grantors, and (ii) that certain Amendment Number One to Trademark Security Agreement dated as of January 4, 2012, by and among Secured Party and Grantors (the "Trademark Security Amendment"), Grantors have granted a security interest in certain personal property to Secured Party, including without limitation a security interest in certain Trademarks;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on or about May 26, 2010 at Reel 004213, Frame 0472, and the Trademark Security Amendment was recorded at the United States Patent and Trademark Office on or about January 4, 2012 at Reel 004691, Frame 0990; and

WHEREAS, Secured Party has agreed to terminate and release its security interest in all of such Trademark Collateral, including, without limitation, the Trademarks identified on Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration, Secured Party hereby terminates and releases all mortgages, liens, collateral assignments, pledges and security interests granted to Secured Party in the following Trademarks:

1. all of each Grantor's Trademarks to which such Grantor is a party including those referred to on Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

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IN WITNESS WHEREOF, Secured Party has caused this Termination of Security Interest in Trademark Collateral to be duly executed as of the date first set forth above.

SECURED PARTY:

WELLS FARGO CAPITAL FINANCE, LLC, as
Secured Party

By: 

Name: Troy V. Erickson

Title: Director

Schedule A**Trademarks**

Mark	Country	Reg No
PLATO LEARNING and Starman Design	Australia	976310
PLATO	Brunei	BR/10821
PLATO	Bulgaria	11273
ACADEMIC SYSTEMS and Design	Canada	TMA694711
PLATO	Canada	TMA247944
PLATO and Starman Design	Canada	TMA694682
PLATO LEARNING and Design	Canada	TMA694706
PLATO LEARNING and Starman Design	Canada	TMA674769
STRAIGHT CURVE and Design	Canada	TMA694705
PLATO	Costa Rica	53640
PLATO	Costa Rica	21274
PLATO	China P.R.	854592
PLATO	China P.R.	857885
PLATO	China P.R.	863531
PLATO	Dominican Republic	26900
PLATO	Egypt	53550
ACADEMIC SYSTEMS and Design	European Community	5063664
CYBERED	European Community	3429727
PLATO	European Community	2701860
PLATO	European Community	143115
PLATO and Starman Design	European Community	5063706
PLATO LEARNING and Design	European Community	5063722
PLATO LEARNING and Starman Design	European Community	3181302
PLATO LEARNING and Starman Design	European Community	4384152
STRAIGHT CURVE and Design	European Community	5063748
PLATO	Hong Kong	19890568
PLATO LEARNING and Design	India	1249318
PLATO	Iran	47978
PLATO	Ireland	B99569
PLATO	Jamaica	20223
PLATO	Japan	1809366
PLATO	Malaysia	M/89882
PLATO	Malaysia	S/27615
PLATO	Malaysia	SAR/25420
PLATO LEARNING and Starman Design	Mexico	855505
PLATO LEARNING and Starman Design	Mexico	855272
PLATO LEARNING and Starman Design	Mexico	855010
PLATO	Morocco/Tangier	27833
PLATO (INACTIVE)	Philippines	40632
PLATO (INACTIVE)	Philippines	41512
PLATO	Puerto Rico	43958
PLATO	Puerto Rico	43957
PLATO LEARNING	Puerto Rico	61211
PLATO	Romania	10190
PLATO	Singapore	T81/01126F
PLATO	Singapore	T82/03453G
ACADEMIC SYSTEMS and Design	South Africa	2006/09799

Mark	Country	Reg No
ACADEMIC SYSTEMS and Design	South Africa	2006/09798
ACADEMIC SYSTEMS and Design	South Africa	2006/09800
PLATO	South Africa	79/3237
PLATO	South Africa	93/11972
PLATO	South Africa	1977/03980
PLATO and Starman Design	South Africa	2006/09803
PLATO and Starman Design	South Africa	2006/09802
PLATO and Starman Design	South Africa	2006/09801
PLATO LEARNING and Design	South Africa	2006/09804
PLATO LEARNING and Design	South Africa	2006/09805
PLATO LEARNING and Design	South Africa	2006/09806
PLATO LEARNING and Starman Design	South Africa	2003/19080
STRAIGHT CURVE and Design	South Africa	2006/09808
STRAIGHT CURVE and Design	South Africa	2006/09807
STRAIGHT CURVE and Design	South Africa	2006/09809
PLATO LEARNING and Starman Design	South Korea	13315
PLATO	South Korea	16007
PLATO	Taiwan	720386
PLATO	Taiwan	727761
PLATO	Tangier/Morocco	R11771
PLATO LEARNING and Starman Design	United Arab Emirates	52023
PLATO LEARNING and Starman Design	United Arab Emirates	52025
PLATO LEARNING and Starman Design	United Arab Emirates	52024
PLATO	United Kingdom	1287557
PLATO	United Kingdom	1083449
ACADEMIC SYSTEMS	United States	2,571,152
ACADEMIC SYSTEMS and A Design	United States	2,571,150
ACADEMIC SYSTEMS and Design	United States	3,790,276
ACADEMIC SYSTEMS and Design	United States	3,790,286
CYBER ED	United States	2,351,383
EDOPTIONS	United States	4,041,005
EDUCATIONAL OPTIONS & Design	United States	3,54687,4
EDUTEST	United States	3,400,748
Flash Design	United States	2,519,956
FUTURE EDUCATION TODAY	United States	2,351,384
LIGHTSPAN	United States	2,490,990
LIGHTSPAN ADVENTURES	United States	2,489,364
LIQUID BOOKS	United States	2,124,084
ORCHARD SOFTWARE	United States	3,383,398
PLATO	United States	1,153,895
PLATO	United States	3,001,321
PLATO	United States	1,202,574
PLATO	United States	1,233,392
PLATO	United States	1,022,888
PLATO	United States	1,090,872
PLATO	United States	1,098,369
PLATO and Starman Design	United States	3,341,889
PLATO LEARNING and Design	United States	3,341,890
PLATO LEARNING and Starman Design	United States	3,096,240
PLATO LEARNING ENVIRONMENT	United States	3,597,375

Mark	Country	Reg No
PLE	United States	3,593,962
PLE and Design	United States	3,593,963
PRACTICEPLANET	United States	3,463,542
STARS SUITE & Design	United States	3,546,640
STRAIGHT CURVE	United States	3,331,922
STRAIGHT CURVE and Design	United States	3,341,888
WE ARE THE DOGS	United States	2,237,859
PLATO	Venezuela	92941F