

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		05/22/2012	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Classroomdirect.com, LLC		
Street Address:	2100 Riverchase Centre, Suite 230		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35244		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3685902	CLASSROOMDIRECT.COM	
Registration Number:	2530234	CLASSROOMDIRECT.COM	
Registration Number:	2795089	CLASSROOM DIRECT	
Registration Number:	1793996	RE-PRINT	
CORRESPONDENCE DATA			
Fax Number:	4142735198		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	414-273-3500		
Email:	nakees@gklaw.com		
Correspondent Name:	Nicholas A. Kees; Godfrey & Kahn, S.C.		
Address Line 1:	780 N. Water Street		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	009316-0870		

CH \$115.00 3685902

NAME OF SUBMITTER:	Nicholas A. Kees
Signature:	/Nicholas A. Kees/
Date:	05/23/2012
Total Attachments: 3 source=classroom#page1.tif source=classroom#page2.tif source=classroom#page3.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 22, 2012 ("Release"), is made by Bank of America, N.A., as Administrative Agent and as successor in interest to the Collateral Agent (as defined below) (in such capacities, the "Administrative Agent") in favor of Classroomdirect.com, LLC, a Delaware limited liability company ("Grantor").

WHEREAS, pursuant to the Security Agreement dated as of April 23, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantors party thereto and the Administrative Agent, each Grantor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a continuing security interest in any and all right, title and interest of such Grantor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the holders of the Secured Obligations, the Notice of Grant of Security Interest in Trademarks dated as of April 23, 2010 ("Notice");

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on April 28, 2010 at Reel 4194 Frame 0507.

WHEREAS, pursuant to the Intellectual Property Security Interest Assignment Agreement dated as of April 23, 2010 ("IP Assignment"), Bank of America, N.A., in its capacity as Collateral Agent, Administrative Agent, Agent, and successor in interest to NationsBank, N.A., as Administrative Agent ("Collateral Agent") assigned to Administrative Agent all of its right, title, and interest to the Security Instrument (as defined in the IP Assignment), which included all security interests and liens on intellectual property and associated recordings granted by Grantor to Collateral Agent; and

WHEREAS, the IP Assignment was recorded at the USPTO on April 28, 2010 at Reel 4194 Frame 0512.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the holders of the Secured Obligations, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement, Notice, or IP Assignment.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the holders of the Secured Obligations, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to any and all rights, title, and interests in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, without limitation, the foregoing listed on Schedule A attached hereto; and

(b) authorizes the recordation of this Release with the USPTO.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the holders of the Secured Obligations, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: Anthea Del Bianco

Name: Anthea Del Bianco

Title: Vice President

Schedule A

Classroomdirect.com, LLC
(Delaware LLC)

U.S. Trademark Subject to Notice

Registered Mark

Mark	Registration No.	Registration Date
CLASSROOMDIRECT.COM	3685902	09/22/09

U.S. Trademark Subject to IP Assignment

Registered Marks

Mark	Registration No.	Registration Date
CLASSROOMDIRECT.COM	2530234	01/15/02
CLASSROOM DIRECT	2795089	12/16/03
RE-PRINT	1793996	09/21/93