

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------|----------|----------------|-------------------------------------|
| Gibraltar Business Capital, LLC | | 10/13/2010 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|-----------------------|
| Name: | Smarterville, Inc |
| Street Address: | 1407 Fleet Street |
| City: | Baltimore |
| State/Country: | MARYLAND |
| Postal Code: | 21231 |
| Entity Type: | CORPORATION: DELAWARE |

| | |
|-----------------|--|
| Name: | Smarterville, Inc; Smartervill IP, Inc, Smarterville Educational, LLC, Smarterville Productions, LLC |
| Street Address: | 1407 Fleet Street |
| City: | Baltimore |
| State/Country: | MARYLAND |
| Postal Code: | 21231 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------|----------|-------------------|
| Serial Number: | 78974786 | HOOKED ON BABY |
| Serial Number: | 78401658 | HOOKED ON READING |
| Serial Number: | 78771017 | HOOKED ON SPANISH |
| Serial Number: | 74264630 | HOOKED ON MATH |
| Serial Number: | 74259513 | HOOKED ON PHONICS |
| Serial Number: | 74477151 | 1-800-ABCDEFG |
| Serial Number: | 78771014 | HOOKED ON ENGLISH |

| | | |
|----------------|----------|-----------------------|
| Serial Number: | 78293170 | HOOKED ON NATURE |
| Serial Number: | 77449871 | HOOKED ON FUN |
| Serial Number: | 76298392 | HOOKED ON PHONICS |
| Serial Number: | 78771007 | HOOKED ON HANDWRITING |

CORRESPONDENCE DATA

Fax Number: 2032050322

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

Phone: 203-205-0188 ext 301

Email: risrael@sandviks.com

Correspondent Name: Robert Israel

Address Line 1: 9 South Drive

Address Line 4: Yardley, PENNSYLVANIA 19067

| | |
|--------------------|-----------------|
| NAME OF SUBMITTER: | Robert Israel |
| Signature: | /Robert Israel/ |
| Date: | 06/20/2012 |

Total Attachments: 3

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SETTLEMENT, TERMINATION AND RELEASE AGREEMENT

THIS AGREEMENT MADE THIS 13th day of October, 2010, by SMARTERVILLE INC., a Delaware corporation, SMARTERVILLE IP, LLC, SMARTERVILLE EDUCATIONAL, LLC and SMARTERVILLE PRODUCTIONS, LLC, each a Delaware limited liability company (collectively "Client"), and GIBRALTAR BUSINESS CAPITAL, LLC ("Gibraltar").

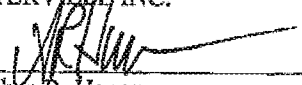
Client and Gibraltar agree as follows:

1. Subject to, and conditional upon the full performance of Client's obligations under this Agreement and under that certain Loan and Security Agreement dated August 27, 2010 as amended from time to time (the "L&SA"), the L&SA is terminated in accordance with its terms, provided however, that all sums owed to Gibraltar by Client are paid in full, including but not limited to the amounts as per paragraph 2 below.
2. Notwithstanding anything to the contrary herein contained, CLIENT agrees to pay GIBRALTAR, on demand, the sum of \$882,888.13 ("the Payoff Amount"), on or before October 31, 2010 via wire transfer or certified check. In addition, Client agrees to pay to Gibraltar the amount of any items deposited by Gibraltar and credited to Client's account which are returned unpaid by Gibraltar's bank, whether said returned items are returned prior to or subsequent to receipt of the Payoff Amount.
3. Subject to and conditional upon the full performance of Client's obligations under this Agreement and the L&SA, and except as to those matters which survive termination of the L&SA, each of the above-mentioned parties on behalf of himself, itself, and his or its heirs, executors, administrators, personal representatives, assigns, agents, servants, stockholders, employees, representatives and successors hereby fully release and discharge the other party and their heirs, executors, administrators, personal representatives, assigns, stockholders, employees, representatives and successors from all liabilities and obligations whatsoever including, without limitation, rights, claims, promises, controversies, demands, indebtedness, causes of action, damages, costs and expenses which each party may have against the other party pursuant to the L&SA.
4. With the exception of those matters that survive any termination of the L&SA pursuant to the terms thereof, and the obligations of Client pursuant to this Agreement, this Agreement shall act as a mutual release of future claims that may arise between the parties, whether such claims are currently known, unknown, foreseen, or unforeseen. The parties understand and acknowledge the significance and consequences of such specific waiver, and hereby assume full responsibility for any damages, losses or liability whatsoever that may hereafter incur from the above specified facts, matters recited and/or relationships referred to.
5. This Agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, and assigns, and shall be governed by the laws of the State of Illinois.
6. This Agreement contains the entire agreement between the parties and may not be amended except by a modification hereto in writing and signed by all parties.

Gibraltar Business Capital, LLC

By: 
Scott Winicour, Chief Operations Officer

SMARTERVILLE INC.

By: 
Stephen R. Hanon
Chief Financial Officer


SMARTERVILLE EDUCATIONAL, LLC

By: 
Stephen R. Hanon
Chief Financial Officer

SMARTERVILLE IP, LLC

By: 
Stephen R. Hanon
Chief Financial Officer

SMARTERVILLE PRODUCTIONS, LLC

By: 
Stephen R. Hanon
Chief Financial Officer

TRADEMARK 14488.3

REEL: 004804 FRAME: 0914

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 03:52 PM 10/18/2010
INITIAL FILING # 2010 2394660
AMENDMENT # 2010 3641143
SRV: 101004781

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

7a. INITIAL FINANCING STATEMENT FILE # **20102394660 filed 7/9/2010**
7b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address. Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name. Give record name to be deleted in item 6a or 6b. ADD name. Complete item 7a or 7b, and also item 7c; also complete items 7e-7g if applicable.

6. CURRENT RECORD INFORMATION
6a. ORGANIZATION'S NAME
OR
6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:
7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME **Gibraltar Business Capital, LLC**
OR
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
Debtor: Smarterville Productions LLC Filed with Delaware Secretary of State 059209.011900

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 03:52 PM 10/18/2010
INITIAL FILING # 2010 2394553
AMENDMENT # 2010 3641168
SRV: 101004730

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **20102394553 filed 7/9/2010**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address. Please refer to the detailed instructions in regards to changing the name/address of a party.

DELETE name. Give record name to be deleted in item 9a or 9b.

ADD name. Complete item 7a or 7b, and also item 7c, also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADD'L INFO ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire related collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME **Gibraltar Business Capital, LLC**

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

Debtor: Smarterville, Inc. Filed with Delaware Secretary of State 059209.011900