900226214 06/20/2012

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gibraltar Business Capital, LLC		110/13/2010	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	
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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

Stephen R. Hanon

Chief Financial Officer

SMARTERVILLE EDUCATIONAL, LLC

Stephen R. Hanon

Chief Financial Officer

SMARTERVILLE/IP, LLC

Stephen R. Hanon

Chief Financial Officer

SMARTERYILLE PRODUCTIONS, LLC

Stephen R. Hanon

Chief Financial Officer

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UCC FINANCING STATEMENT AMENDMEN	T			
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RECORDED: 06/20/2012