

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination of Security Interest TL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		06/11/2013	Bank: OHIO

RECEIVING PARTY DATA

Name:	Delta Education, LLC
Street Address:	W6316 Design Drive
City:	Greenville
State/Country:	WISCONSIN
Postal Code:	54942
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	2343563	BASE TEN FRIES
Registration Number:	1907146	BECAUSE CHILDREN LEARN BY DOING
Registration Number:	2368405	DECIMAL DOG
Registration Number:	2837853	DECIMAL DOG
Registration Number:	2923833	DELTA CIRCUITWORKS
Registration Number:	2812356	DELTA EDUCATION
Registration Number:	2374672	DELTA EDUCATION & DESIGN
Registration Number:	2343043	DELTA EDUCATION
Registration Number:	3797720	DELTA EDUCATION
Registration Number:	1783147	DELTA EDUCATION SCIS 3
Registration Number:	3706026	DELTA SCIENCE CONTENT READERS
Registration Number:	3063278	DELTA SCIENCE FIRST READERS
Registration Number:	2844301	DELTA SCIENCE MODULE
Registration Number:	3229760	DELTA SCIENCE READERS

OP \$1065.00 2343563

Registration Number:	3835810	DELTA SCIENCE RESOURCE SERVICE
Registration Number:	2458617	DIAL-A-DIGIT
Registration Number:	2458616	DIAL-A-DOLLAR
Registration Number:	2462810	DIAL-A-FRACTION
Registration Number:	2509886	DIAL-A-PATTERN
Registration Number:	2456424	DIAL-A-TIME
Registration Number:	2509888	DIAL-A-TRIAL
Registration Number:	2509887	DIAL-A-VOLUME
Registration Number:	3100515	DOTCAR
Serial Number:	85352961	DSM THIRD EDITION
Registration Number:	1877608	FAST FOOD FOR THOUGHT
Registration Number:	2755799	FRACTION BURGER
Registration Number:	2462811	FRACTIONOES
Registration Number:	3010435	GETTING STARTED WITH MANIPULATIVES
Registration Number:	3475563	HEXAGONOES
Registration Number:	4109628	INQUIRY INVESTIGATIONS
Registration Number:	2458341	MATH IN A NUTSHELL
Registration Number:	2605461	MATH TUNE-UPS
Registration Number:	2552466	NEO/BLOOD
Registration Number:	2460125	NEO/LAB
Registration Number:	2451571	NEO/RESOURCE
Registration Number:	3696397	NEO/SCI
Registration Number:	2451570	NEO/SLIDE
Registration Number:	2370886	SCIENCE IN A NUTSHELL
Registration Number:	2502701	SCIENCE VIEW
Registration Number:	2599179	DIAL-A-SHAPE
Registration Number:	2599178	DIAL-A-VARIABLE
Registration Number:	2048906	S.P.I.R.E.

CORRESPONDENCE DATA

Fax Number: 8004947512

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

Phone: 2023704761

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

TRADEMARK
REEL: 005050 FRAME: 0778

Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F145115
NAME OF SUBMITTER:	Kaitlin Burwell
Signature:	/Kaitlin Burwell/
Date:	06/18/2013

Total Attachments: 4

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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 11, 2013, is made by U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent (the "Secured Party"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Grant of Trademark Security Interest, dated February 27, 2013, between the Secured Party and the Grantor (the "Trademark Security Agreement").

WHEREAS, DELTA EDUCATION, LLC (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in the Trademark Collateral, including those Trademarks referred to on Schedule A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on March 1, 2013 at Reel 4973 and Frame 0591; and

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

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Secured Party hereby agrees as follows:

1. Release. The Secured Party hereby terminates, relinquishes, discharges and releases all mortgages, liens, and security interests granted to the Secured Party, in the Trademark Collateral, including:
 - a. all of the Grantor's Trademarks including those referred to on Schedule A attached hereto;
 - b. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
 - c. all products and proceeds of the foregoing, including, without limitation, any claim by the 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.
2. Further Assurances. The Secured Party hereby authorizes the Grantor or the Grantor's authorized representative to record this release with the United States Patent and Trademark Office. The Secured Party further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or its agents or designees) reasonably request (at the Grantor's sole cost and expense) in order to confirm this release.
3. Governing Law. This release shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

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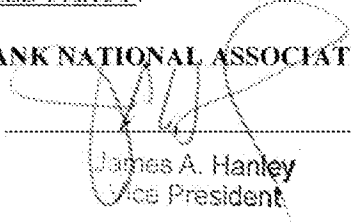
IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

SECURED PARTY:

U.S. BANK NATIONAL ASSOCIATION

By: _____

Name:


James A. Hanley

Title:

Vice President

[Signature Page to Termination of Trademark Security Interest for DELTA EDUCATION, LLC]

SCHEDULE A
TO
TERMINATION OF SECURITY INTEREST IN TRADEMARKS

Delta Education, LLC

United States

Mark	Reg. No.	App. No.	Reg. Date	Filing Date
BASE TEN FRIES	2343563		18-Apr-2000	
BECAUSE CHILDREN LEARN BY DOING	1907146		25-Jul-1995	
DECIMAL DOG	2368405		18-Jul-2000	
DECIMAL DOG	2837853		04-May-2004	
DELTA CIRCUITWORKS	2923833		01-Feb-2005	
DELTA EDUCATION	2812356		10-Feb-2004	
DELTA EDUCATION & Design	2374672		08-Aug-2000	
DELTA EDUCATION & Design	2343043		18-Apr-2000	
DELTA EDUCATION & Design	3797720	78/949,706	01-Jun-2010	10-Aug-2006
DELTA EDUCATION SCIS 3 & Design	1783147		20-Jul-1993	
DELTA SCIENCE CONTENT READERS	3706026	77/374,898	03-Nov-2009	18-Jan-2008
DELTA SCIENCE FIRST READERS	3063278	78/579,490	28-Feb-2006	03-Mar-2005
DELTA SCIENCE MODULE	2844301		25-May-2004	
DELTA SCIENCE READERS	3229760	78/909,268	17-Apr-2007	15-Jun-2006
DELTA SCIENCE RESOURCE SERVICE	3835810	77/624,467	17-Aug-2010	02-Dec-2008
DIAL-A-DIGIT	2458617		05-Jun-2001	
DIAL-A-DOLLAR	2458616		05-Jun-2001	
DIAL-A-FRACTION	2462810		19-Jun-2001	
DIAL-A-PATTERN	2509886		20-Nov-2001	
DIAL-A-TIME	2456424		29-May-2001	

Mark	Reg. No.	App. No.	Reg. Date	Filing Date
DIAL-A-TRIAL	2509888		20-Nov-2001	
DIAL-A-VOLUME	2509887		20-Nov-2001	
DOTCAR	3100515	78/628,430	06-Jun-2006	12-May-2005
DSM THIRD EDITION		85/352,961		22-Jun-2011
FAST FOOD FOR THOUGHT	1877608		07-Feb-1995	
FRACTION BURGER	2755799		26-Aug-2003	
FRACTIONOES	2462811		19-Jun-2001	
GETTING STARTED WITH MANIPULATIVES (Stylized)	3010435	76/613,053	01-Nov-2005	20-Sep-2004
HEXAGONOES	3475563	77/339,063	29-Jul-2008	28-Nov-2007
INQUIRY INVESTIGATIONS	4109628	85/078,862	06-Mar-2012	06-Jul-2010
MATH IN A NUTSHELL	2458341		05-Jun-2001	
MATH TUNE-UPS	2605461		06-Aug-2002	
NEO/BLOOD	2552466		26-Mar-2002	
NEO/LAB	2460125		12-Jun-2001	
NEO/RESOURCE	2451571		15-May-2001	
NEO/SCI	3696397	77/291,723	13-Oct-2009	28-Sep-2007
NEO/SLIDE	2451570		15-May-2001	
SCIENCE IN A NUTSHELL	2370886		25-Jul-2000	
SCIENCE VIEW	2502701		30-Oct-2001	
DIAL-A-SHAPE	2599179		23-Jul-2002	
DIAL-A-VARIABLE	2599178		23-Jul-2002	
S.P.I.R.E. (SPIRE)	2048906		01-Apr-1997	