

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination of Security Interest TL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Bank National Association		06/11/2013	Bank: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Classroomdirect.com, LLC		
<b>Street Address:</b>	W6316 Design Drive		
<b>City:</b>	Greenville		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54942		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2795089	CLASSROOM DIRECT	
<b>Registration Number:</b>	3685902	CLASSROOMDIRECT.COM	
<b>Registration Number:</b>	1793996	RE-PRINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2023704761		
<b>Email:</b>	tfahey@nationalcorp.com		
<b>Correspondent Name:</b>	Thomas Fahey		
<b>Address Line 1:</b>	1025 Vermont Avenue NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F145115		
<b>NAME OF SUBMITTER:</b>	Kaitlin Burwell		

OP \$90.00 2795089

Signature:	/Kaitlin Burwell/
Date:	06/18/2013
<b>Total Attachments: 3</b> source=Termination of Security Interest in Trademarks Classroomdirect com LLC#page2.tif source=Termination of Security Interest in Trademarks Classroomdirect com LLC#page3.tif source=Termination of Security Interest in Trademarks Classroomdirect com LLC#page4.tif	

## 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**, CLASSROOMDIRECT.COM, 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 0556; 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.

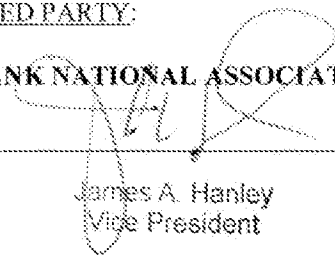
SECURED PARTY:

**U.S. BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_

Name:

Title:

  
James A. Hanley  
Vice President

*[Signature Page to Termination of Trademark Security Interest for CLASSROOMDIRECT.COM, LLC]*

**TRADEMARK**  
**REEL: 005050 FRAME: 0804**

**SCHEDULE A**  
**TO**  
**TERMINATION OF SECURITY INTEREST IN TRADEMARKS**  
**ClassroomDirect.com, LLC**  
**United States**

<b>Mark</b>	<b>Reg. No.</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Filing Date</b>
CLASSROOM DIRECT	2795089		16-Dec-2003	
CLASSROOMDIRECT.COM	3685902	77/686,524	22-Sep-2009	09-Mar-2009
RE-PRINT	1793996	74/338,876	21-Sep-1993	10-Dec-1992