TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF MONTREAL, AS AGENT		08/01/2011	a Canadian chartered bank: CANADA

RECEIVING PARTY DATA

Name:	SMARTERKIDS.COM, INC.
Street Address:	2 Lower Ragsdale Drive
Internal Address:	Suite 200
City:	Monterey
State/Country:	CALIFORNIA
Postal Code:	93940
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2280853	SMART KIDS'
Registration Number:	2449485	SMARTERKIDS.COM
Registration Number:	2459974	SMARTERKIDS
Registration Number:	2470076	SMARTERKIDS.COM
Registration Number:	2471836	SMARTERKIDS

CH $140.00 2280853

CORRESPONDENCE DATA

Fax Number: (213)830-8743
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-680-6400
Email: kimberley.lathrop@bingham.com
Correspondent Name: Kimberley A. Lathrop
Address Line 1: 355 South Grand Avenue
Address Line 2: Bingham McCutchen LLP
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3002329.356072 SMARTER2ND
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	08/01/2011

Total Attachments: 3
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TERMINATION AND RELEASE OF SECOND LIEN TRADEMARK COLLATERAL AGREEMENT

THIS TERMINATION AND RELEASE OF SECOND LIEN TRADEMARK COLLATERAL AGREEMENT (this "Termination"), is dated as of August 1, 2011, and made by Bank of Montreal, a Canadian chartered bank ("Agent") to SmarterKids.com, Inc., a Delaware corporation ("Debtor").

WHEREAS, reference is made to (i) certain Second Lien Credit Agreement, dated as of November 29, 2006 (as amended, the "Credit Agreement"), among Excelligence Learning Corporation, the guarantors party thereto, the financial institutions listed on the signature pages thereof as Lenders, and (ii) the other Loan Documents (as defined in the Credit Agreement) and all guaranties, security agreements, mortgages, subordination agreements, intercreditor agreements, pledge agreements, blocked account agreements, notes and other documents and instruments relating thereto (together with the Credit Agreement, collectively, the "Credit Documents");

WHEREAS, pursuant to that certain Second Lien Trademark Collateral Agreement dated as of November 29, 2006, made by Debtor in favor of Agent (the "Security Agreement"), a security interest was granted by the Debtor to Agent in certain collateral, including the Trademarks (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 5, 2006, at Reel 03438 and Frame 0835;

WHEREAS, Debtor has paid all its outstanding Obligations to Agent under the Credit Documents; and

WHEREAS, Agent now desires to terminate and release the Security Agreement;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Agent hereby states as follows:

1. Definitions. The term "Trademarks", as used herein, shall mean all of the Debtor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto.

2. Release of Security Interest. Agent hereby terminates the Security Agreement and terminates, releases and discharges its security interest in the Trademarks and reassigns to the person or persons legally entitled thereto all right, title and interest of Agent in the Trademarks.

3. Representations and Warranties. Agent represents and warrants that: (i) it has the full power and authority to execute this Termination; and (ii) it has not assigned, transferred, restricted or otherwise encumbered its rights under the Security Agreement.

4. Further Assurances. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release contemplated hereby.

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TRADEMARK
REEL: 004595 FRAME: 0350

IN WITNESS WHEREOF, the Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

BANK OF MONTREAL, as Agent

By: Pauline Christopher
Name: Pauline A. Christopher
Title: Vice President

Schedule A

TRADEMARK REGISTRATION

State or Country	Registration No.	Registration Date	Trademark or Service Mark
SmarterKids.com, Inc.:			
U.S.	2,280,853	September 28, 1999	SMART KIDS' #
U.S.	2,449,485 (Class 35)	May 8, 2001	SMARTERKIDS.COM
U.S.	2,459,974	June 12, 2001	SMARTERKIDS (Class 9)
U.S.	2,470,076	July 17, 2001	SMARTERKIDS.COM (Class 41)
U.S.	2,471,836	July 24, 2001	SMARTERKIDS (Class 35)

To be abandoned.

TRADEMARK APPLICATIONS

None.

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