TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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:	EXCELLIGENCE LEARNING CORPORATION
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: 3

Property Type	Number	Word Mark
Registration Number:	2733120	EXCELLIGENCE
Registration Number:	2876620	ECMD
Registration Number:	2906713	TEACHER QUICKSOURCE

CH $90.00 2733120

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 ELC-2ND

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 Excelligence Learning 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 the Debtor, 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 [Patents][Trademarks][Copyrights] (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 3438 and Frame 0819;

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.

[*Remainder of page intentionally blank; signature page follows*]

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

NAME	REGISTRATION NO.	DATE
EXCELLIGENCE	2,733,120	July 1, 2003
DESIGN LOGO - ECMD	2,876,620	August 24, 2004
TEACHER QUICKSOURCE	2,906,713	November 30, 2004

TRADEMARK APPLICATIONS

None.