

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademark Rights		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A., as Administrative Agent		06/14/2007	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Catapult Learning, LLC		
<b>Street Address:</b>	1001 Fleet Street		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21202		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78624093	CATAPULT ONLINE CLICK IT. LEARN IT.	
<b>Serial Number:</b>	78710250	AMAZING STORIES AND ESSAYS WITH A TWIST	
<b>Serial Number:</b>	78624066	CATAPULT ONLINE	
<b>Serial Number:</b>	78624040	CATAPULT ONLINE	
<b>Serial Number:</b>	78710225	TWISTORIES	
<b>Serial Number:</b>	78700482	CATAPULT HOME CONNECTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 455-7609		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Kirstie Howard, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		

OP \$165.00 78624093

ATTORNEY DOCKET NUMBER:	509265/0967
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	06/26/2007
Total Attachments: 4 source=CatTR180#page1.tif source=CatTR180#page2.tif source=CatTR180#page3.tif source=CatTR180#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST IN  
TRADEMARK RIGHTS**

TERMINATION AND RELEASE, dated as of 14 June, 2007, from JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders") to CATAPULT LEARNING, LLC, a Delaware limited liability company (the "Obligor").

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of April 27, 2004 and amended to date, made by the Obligors (as defined therein) in favor of the Agent (the "Guarantee and Collateral Agreement"), a security interest (the "Security Interest") was granted by the Obligors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of January 31, 2007, among the Agent and the Obligor (the "Security Agreement"), the Obligor, by reference to the Guarantee and Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral ;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 6, 2007 at Reel 3476 and Frame 0180; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

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

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Obligor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Guarantee and Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The 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 of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent

By: Neil R. Boylan  
Name: \_\_\_\_\_  
Title: Neil R. Boylan  
Managing Director

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TRADEMARK  
REEL: 003568 FRAME: 0615

STATE OF New York )  
                                  )  
COUNTY OF New York )

ss.:

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On this 14 day of June, 2007, before me personally appeared Neil P. Boylan to me known who, being by me duly sworn, did depose and say that he/she is managing Director of JPMORGAN CHASE BANK, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMORGAN CHASE BANK, N.A..

Edeline C. Adderley  
Notary Public

(Affix Seal Below)

EDELINE C. ADDERLEY  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 614807800 QUALIFIED IN BRONX COUNTY  
CERTIFICATE FILED IN NEW YORK COUNTY  
MY COMMISSION EXPIRES SEPT. 3, 2010

**Schedule A**

**U.S. Trademark Registrations and Applications**

<b><u>Trademark</u></b>	<b><u>Registration or Serial Number</u></b>
CATAPULT ONLINE CLICK IT. LEARN IT.	78/624,093
AMAZING STORIES AND ESSAYS WITH A TWIST	78/710,250
CATAPULT ONLINE (and design)	78/624,066
CATAPULT ONLINE (and design)	78/624,040
TWISTORIES	78/710,225
CATAPULT HOME CONNECTION	78/700,482

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