

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		06/14/2007	National Banking Association:

RECEIVING PARTY DATA

Name:	Catapult Learning, LLC f/k/a Sylvan Education Solutions, LLC
Street Address:	1001 Fleet Street
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2702634	PROGRESSUS
Registration Number:	2941337	PROGRESSUS
Registration Number:	2941338	PROGRESSUS THERAPY, INC.
Registration Number:	3033495	PROGRESSUS
Serial Number:	76578888	EDUCATION STATION
Serial Number:	76578636	CATAPULT LEARNING
Serial Number:	76584563	CATAPULT LEARNING
Serial Number:	76584562	

CORRESPONDENCE DATA

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OP \$215.00 2702634

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ATTORNEY DOCKET NUMBER:	509265/0967
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	06/26/2007

Total Attachments: 4
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**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 f/k/a SYLVAN EDUCATION SOLUTIONS, 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 Obligor (as defined therein) in favor of the Agent (the "Guarantee and Collateral Agreement"), a security interest (the "Security Interest") was granted by the Obligor 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 April 27, 2004, 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 May 20, 2004 at Reel 2855 and Frame 0197; 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: Neil R. Boylan
Title: Managing Director

STATE OF New York)
COUNTY OF New York)

ss.:

On this th 14 day of June, 2007, before me personally appeared Neil A. 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)

EDELIN C. ADDERLEY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01AD6078640 QUALIFIED IN BRONX COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPT. 3, 2010

Schedule A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
PROGRESSUS	2,702,634
PROGRESSUS	2,941,337
PROGRESSUS THERAPY, INC.	2,941,338
PROGRESSUS & SUN LOGO	3,033,495
EDUCATION STATION	76/578,888
CATAPULT LEARNING	76/578,636
CATAPULT LEARNING & DESIGN	76/584,563
DESIGN ONLY	76/584,562

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