

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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| 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: | Educate, Inc. | | |
| Street Address: | 1001 Fleet Street | | |
| City: | Baltimore | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 21202 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3097126 | .ISG <INTERNET STRATEGY GROUP> | |
| Registration Number: | 3097125 | .ISG | |
| Registration Number: | 3066884 | INTERNET STRATEGY GROUP | |
| CORRESPONDENCE DATA | | | |
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| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
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| Email: | ksolomon@stblaw.com | | |
| Correspondent Name: | Kirstie Howard, Esq. | | |
| Address Line 1: | Simpson Thacher & Bartlett LLP | | |
| Address Line 2: | 425 Lexington Avenue | | |
| Address Line 4: | New York, NEW YORK 10017 | | |
| ATTORNEY DOCKET NUMBER: | 509265/0967 | | |
| NAME OF SUBMITTER: | Kirstie Howard | | |

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| Signature: | /kh/ |
| Date: | 06/26/2007 |
| Total Attachments: 4 source=EduTR086#page1.tif source=EduTR086#page2.tif source=EduTR086#page3.tif source=EduTR086#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 EDUCATE, INC., a Delaware corporation (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 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 0086; 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

589265-0967-10476-NY01.2636893.2

TRADEMARK
REEL: 003568 FRAME: 0627

Schedule A

U.S. Trademark Registrations and Applications

| <u>Trademark</u> | <u>Registration or Serial Number</u> |
|--------------------------------|---|
| .ISG <INTERNET STRATEGY GROUP> | 3,097,126 |
| .ISG | 3,097,125 |
| INTERNET STRATEGY GROUP | 3,066,884 |

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