

**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

**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**

<b>Name:</b>	Sylvan Learning, Inc.
<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>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Serial Number:	77003072	IN HOME TUTORING
Serial Number:	77003053	SYLVAN IN HOME TUTORING
Serial Number:	77003096	PERSONALIZED PLANNING SESSION
Serial Number:	77003087	SYLVAN PERSONALIZED PLANNING SESSION
Serial Number:	78689886	SYLVAN LEARNING
Serial Number:	78693659	CONFIDENCE CHECK
Serial Number:	78731639	SYLVAN LEARNING
Serial Number:	78731600	SYLVAN LEARNING
Serial Number:	78689941	SYLVAN LEARNING
Serial Number:	78689859	SYLVAN LEARNING
Serial Number:	78689826	SYLVAN LEARNING
Serial Number:	78621215	SYLVAN LEARNING
Serial Number:	78731618	

OP \$690.00 77003072

Serial Number:	78917051	PREPERMINTS
Serial Number:	78917026	PREPERMINTS
Serial Number:	78817125	SYLVAN HOMEWORK ADVANTAGE
Registration Number:	2880180	SYLVAN LEARNING CENTER
Serial Number:	76589359	SYLVAN
Serial Number:	78821978	MOTIVATION STATION
Serial Number:	78821956	MOTIVATION STATION
Serial Number:	76622462	SYLVAN ONLINE
Serial Number:	76589486	ACE IT! TUTORING
Registration Number:	3014644	SYLVAN LEARNING CENTER LEARNING FEELS GOOD.
Registration Number:	3014643	SYLVAN LEARNING CENTER
Registration Number:	2885001	
Registration Number:	2894999	REX READER
Registration Number:	2894998	BAILEY BOOKMARK

**CORRESPONDENCE DATA**

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

Total Attachments: 5  
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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 SYLVAN LEARNING, 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 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 0170; 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: *Nell R. Boylan*  
Name:  
Title: Nell R. Boylan  
Managing Director

509265-0987-10476-NY01.2622996.2

TRADEMARK  
REEL: 003568 FRAME: 0661



**Schedule A**

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

<b><u>Trademark</u></b>	<b><u>Registration or Serial Number</u></b>
IN HOME TUTORING	77/003,072
SYLVAN IN HOME TUTORING	77/003,053
PERSONALIZED PLANNING SESSION	77/003,096
SYLVAN PERSONALIZED PLANNING SESSION	77/003,087
SYLVAN LEARNING (and design)	78/689,886
CONFIDENCE CHECK	78/693,659
SYLVAN LEARNING	78/731,639
SYLVAN LEARNING (and design)	78/731,600
SYLVAN LEARNING (and design)	78/689,941
SYLVAN LEARNING (and design)	78/689,859
SYLVAN LEARNING (and design)	78/689,826
SYLVAN LEARNING	78/621,215
(DESIGN ONLY)	78/731,618
PREPERMINTS	78/917,051
PREPERMINTS	78/917,026
SYLVAN HOMEWORK ADVANTAGE	78/817,125
SYLVAN LEARNING CENTER	2,880,180
SYLVAN	76/589,359
MOTIVATION STATION	78/821,978
MOTIVATION STATION	78/821,956
SYLVAN ONLINE	76/622,462
ACE IT! TUTORING	76/589,486
SYLVAN LEARNING CENTER LEARNING FEELS GOOD (and design)	3,014,644
SYLVAN LEARNING CENTER (and design)	3,014,643
(DESIGN ONLY)	2,885,001
REX READER	2,894,999

BAILEY BOOKMARK	2,894,998
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