

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		03/20/2008	National Banking Association:
RECEIVING PARTY DATA			
Name:	Sylvan Learning, Inc.		
Street Address:	1001 Fleet Street		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2880091	ACHIEVEENGLISH	
Registration Number:	2863428	ACHIEVEMATH	
Registration Number:	2939094	ACHIEVEREADING	
Registration Number:	2638273	CAREER STARTERS	
Registration Number:	2913626	EARLYLEARNERS	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		

OP \$140.00 2880091

ATTORNEY DOCKET NUMBER:	509265/1270
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/m/
Date:	03/27/2008
Total Attachments: 3 source=SyvL661T#page1.tif source=SyvL661T#page2.tif source=SyvL661T#page3.tif	

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

TERMINATION AND RELEASE dated as of March 20, 2008, from JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Sylvan Learning, Inc. (the "Company").

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement among Educate, Inc. (formerly Edge Acquisition Corporation), the Lenders, the Agent and certain other parties thereto, dated as of June 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the First Lien Guarantee and Collateral Agreement was entered into by and among Educate, Inc. (formerly Edge Acquisition Corporation), the Agent and certain other parties thereto, dated as of June 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Grant of First Lien Security Interest in Trademark Rights by the Company in favor of the Agent and certain other parties thereto, dated as of June 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), a security interest (the "Security Interest") was granted by the Company to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 20, 2007, at Reel 3604 and Frame 0661; 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, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby acknowledges and agrees as follows:

1. **Definitions.** The term "Trademark Collateral" as used herein, shall mean all of the Company's right, title and interest of every kind and nature as of the date hereof, including, without limitation, the right to sue for past, present or future infringement, in the Trademarks listed on Schedule A hereto. The term "Trademarks" shall have the meaning provided by reference in the Security Agreement.
2. **Release of Security Interest.** The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and all right, title and interest of the Agent in such Trademark Collateral shall hereby cease and be 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 termination and release of the Security Interest contemplated above.

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: 
Name: Kathryn A. Duncan
Title: Managing Director

Schedule A

Trademarks

Trademark	Registration Number/ Serial Number	Registration Date/ Application Date
ACHIEVEENGLISH	2,880,091	August 31, 2004
ACHIEVEMATH	2,863,428	July 13, 2004
ACHIEVEREADING	2,939,094	April 12, 2005
CAREER STARTERS	2,638,273	October 22, 2002
EARLYLEARNERS	2,913,626	December 21, 2004

509265-1270-02908-NY02.2651319.4