

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)



Correspondent Name and Address

Area Code and Telephone Number (617) 570-1292

Name Miriam J. Rovner
Address (line 1) Goodwin, Procter & Hoar LLP
Address (line 2) Exchange Place
Address (line 3) 53 State Street
Address (line 4) Boston, MA 02109-2881

Pages Enter the total number of pages of the attached conveyance document including any attachments.

5

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

75/115,181

Registration Number(s)

1,757,761 1,735,677 1,799,967

Number of Properties

Enter the total number of properties involved

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 115.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

07-1700

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Alexander P. Steffan

Name and Person Signing

Alexander P. Steffan

Signature

12/27/99

Date Signed

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

This RELEASE, dated as of December 10, 1999, is made by Fleet National Bank, a national banking association, as Agent ("Secured Party Lender") pursuant to the termination of the Credit Agreements (as defined below) between the Secured Party Lender and Haight's Cross Communication, LLC (the "Borrower").

WHEREAS, the Borrower and the Secured Party Lender entered into that certain First Amended and Restated Credit Agreement dated April 7, 1998, and the Second Amended and Restated Credit Agreement dated June 30, 1998, as amended by the First Amendment to the Second Amended and Restated Credit Agreement dated January 21, 1999, and the Second Amendment to the Second Amended and Restated Credit Agreement dated April 21, 1999 (the "Credit Agreements") between the Borrower and the Secured Party Lender, pursuant to which the Secured Party Lender extended credit to the Borrower and certain of the Borrower's subsidiaries granted security interests pursuant to the following;

- ▶ An Intellectual Property Security Agreement dated April 7, 1998 between ERL-DH Acquisition Corp., LLC and the Secured Party Lender (the "ERL-DH Agreement"), recorded at the United States Patent and Trademark Office ("PTO") on April 24, 1998, Reel 1718 Frame 0482;
- ▶ A Copyright Security Agreement dated June 30, 1998 between HC-SP, LLC and the Secured Party Lender (the "HC-SP Copyright Agreement"), recorded at the United States Copyright Office ("USCO") on October 2, 1998, Volume 3423 Page 587 & 588;
- ▶ A Trademark Security Agreement dated June 30, 1998 between HC-SP, LLC and the Secured Party Lender (the "HC-SP Trademark Agreement"), recorded at the PTO on August 31, 1998, Reel 1786, Frame 0285;
- ▶ A Copyright Security Agreement dated June 30, 1998 between Newbridge Educational Publishing, LLC and the Secured Party Lender (the "Newbridge Copyright Agreement"), recorded at the USCO on October 2, 1998, Volume 3423, Page 586;
- ▶ A Trademark Security Agreement dated June 30, 1998 between Newbridge Educational Publishing, LLC and the Secured Party Lender (the "Newbridge Trademark Agreement"), recorded at the PTO on August 31, 1998, Reel/Frame 1786/0299;
- ▶ A Copyright Security Agreement dated January 21, 1999 between HG-TCG, LLC and the Secured Party Lender (the "HG-TCG Copyright Agreement"), recorded at USCO April 19, 1999.;
- ▶ A Trademark Security Agreement dated January 21, 1999 between HG-TCG, LLC and the Secured Party Lender (the "HG-TCG Trademark Agreement"), recorded at the PTO on April 14, 1999, Reel 1885 Frame 0821 and;

- ▶ A Copyright Security Agreement dated April 21, 1999 between Andrews Acquisition, LLC and the Secured Party Lender (the "Andrews Agreement"), sent to USCO on June 15, 1999 (collectively, the "Security Agreements").

WHEREAS, the Secured Party Lender acknowledges full payment, performance and satisfaction of the Notes issued pursuant to the Credit Agreements secured by the Security Agreements; and

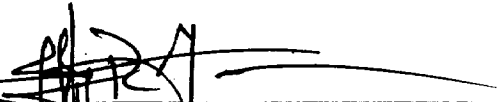
WHEREAS, the Borrower has requested that the Secured Party Lender release its security interest in the Collateral, as defined in the ERL-DH Agreement, the Collateral, as defined in the HC-SP Trademark Agreement, the Newbridge Trademark Agreement, and the HG-TCG Trademark Agreement and the Collateral, as defined in the HC-SP Copyright Agreement, the Newbridge Copyright Agreement, the HG-TCG Copyright Agreement, and the Andrews Agreement in connection with the termination of both the Credit Agreements and the Security Agreements (the "Released Collateral").

NOW THEREFORE, the Secured Party Lender hereby **RELEASES** all of its security interest in the collateral listed on Schedule A attached hereto and made a part hereof and any other Released Collateral described in the aforementioned Security Agreements.

The Secured Party Lender agrees, at the Borrower's expense to cooperate with the Borrower and its subsidiaries and to provide the Borrower and its subsidiaries with the information and additional authorization necessary to effect the release of the Secured Party Lender's security interest in the Released Collateral.

IN WITNESS WHEREOF, the Security Party Lender has executed this Release as of the date first above written.

Fleet National Bank, as Agent

By: 
Name: JEFFREY K. GILSON
Title: V.P.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Massachusetts)
)
COUNTY OF Suffolk)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 1st day of December, 1999 personally appeared Jeffrey R. Greene to me known personally, and who, being by me duly sworn, deposes and says that s/he is the Vice President of the ~~Borrowers~~ Bank, and that said instrument was signed and sealed on behalf of said ~~corporations~~ Bank by authority of their Boards of Directors, and said officer acknowledged said instrument to be the free act and deed of said ~~corporations~~ bank.

*Fleet National Bank, as Agent

Muriel A. Randolph
Notary Public
My commission expires:

MURIEL A. RANDOLPH
NOTARY PUBLIC
My Commission Expires: September 25, 2003

HAIGHTS CROSS COMMUNICATIONS TRADEMARKS

Newbridge Educational Publishing, LLC

<u>Trademark</u>	<u>Registration/Serial No.</u>	<u>Registration Date/ Filing Date</u>
NEWBRIDGE SMART SCIENCE*	75/676,286	April 7, 1999
NEWBRIDGE SMART GUIDES*	75/673,912	April 5, 1999
NEWBRIDGE KIDS CONNECT*	75/670,976	March 30, 1999
PERFORMANCE POWER*	75/635,602	February 8, 1999
THINKING LIKE A SCIENTIST*	75/538,371	August 16, 1998
NEWBRIDGE DISCOVERY STATION*	75/538,373	August 18, 1998
NEWBRIDGE DISCOVERY LINKS	75/538,374	August 18, 1998
TEST POWER*	75/538,372	August 18, 1998
DISCOVERY STATION**	75/115,181	June 6, 1996
DISCOVERY LINKS**	75/318,767	July 2, 1997
NEWBRIDGE (Cl. 16)	1,735,677	November 24, 1992
NEWBRIDGE (Cl. 42)	1,757,761	March 9, 1993
NEWBRIDGE (Cl. 9)	1,799,967	October 19, 1993

* Intent to Use Application

** Opposition Pending