Expires 06/30/99 OMB 0651-0027	01-24-2000)		U.S. Department of Commerce Patent and Trademark Office TRADEMARK
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TO: The Commissioner of Patents and	101251049	document(s) or copy(i	ies).
Submission Type	Cor	veyance Type	t emin remains a	
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Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO-1618B	
Expires 06/30/99	
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Page 2

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Name	Miriam J. Rovner					
Address (line 1)	Goodwin, Procter & Ho	oar LLP				
Address (line 2)	Exchange Place					
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Pages	Enter the total num including any attacl		of the attached	l conveyance docume	ent # 5	
Enter either th	Application Number Trademark Application Yeademark Application No. 75/115,181	Number or th	egistration e Registration	Number(s) Number (DO NOT El 1,757,761	NTER BOTH number: Registration Number:	
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

This RELEASE, dated as of December <u>10</u>, 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 Haights 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 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.

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

Fleet National Bank, as Agent

Name:

Title: V.P

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Massachuseths)
COUNTY OF Suffork
Before me, the undersigned, a Notary Public in and for the county aforesaid, on this
day of December, 1999 personally appeared Assess R. Hoore to me
Before me, the undersigned, a Notary Public in and for the county aforesaid, on this day of December, 1999 personally appeared Aggree R. Hooko to me known personally, and who, being by me duly swort, deposes and says that s/he is the
of the Borrowers, and that said instrument was signed and sealed on
behalf of said corporations by authority of their Boards of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporations.
acknowledged said instrument to be the free act and deed of said corporations.
bank
Fleet National Bank, as agent Musul A. Gandapa
Notary Public V
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>	Registration/Serial No.	Registration Date/ Filing Date
	110.	Fining Date
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
COMPON		
PEDEODMANCE DOWED*	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

RECORDED: 12/27/1999