

FORM PTO-1594 (modified)
(Rev 03/01)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):
Bank of America N.A.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional conveying party(ies) **NO**

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other **Termination of Security Interest**
 Execution Date: **November 19, 2003**

2. Name and address of receiving party(ies):

Name: **Nasco International, Inc.**
 Internal Address:
 Street Address; **901 Janesville Road**
 City: State: Zip: **Fort Atkinson, WI 53538-0901**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**2033277; 2296518; 864758; 1844361; 1682924;
 1644334; 2038404; 1881897; 1888237; 2020675;
 1120894; 950342; 886960; 951902; 2220604;
 1562034; 1262085; 852990**

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **James L. Vana**
 Internal Address: **FOLEY & LARDNER**
 Street Address: **777 East Wisconsin Avenue, Suite 3800**
 City: **Milwaukee** State: **Wisconsin** Zip: **53202-5306**

6. Total number of applications and registrations involved: **18**

7. Total fee (37 C.F.R. § 3.41): **\$465.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
06-1447

DO NOT USE THIS SPACE

9. 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.

James L. Vana

11/24/03

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 4

CH \$465.00 061447 2033277

CONFIRMATION OF TERMINATION OF SECURITY INTEREST AND AGREEMENT

WHEREAS, in order to secure certain financial obligations and pursuant to those certain Patent, Trademark and Security Agreements (the "Security Agreements") dated January 2, 1996 and March 31, 2000, Nasco International, Inc. ("Debtor") granted to Bank of America N.A., ("Lender") a security interest (the "Security Interest") in certain intellectual property (the "Secured Property"), including those trademarks (the "Marks") listed on the attached Schedule A and those patents (the "Patents") listed on the attached Schedule B; and

WHEREAS, the Security Agreements were recorded with the United States Patent and Trademark Office at Reel/Frame Nos. 1466-0778 and 2074-0179 (trademarks), and Reel/Frame No. 010766-0776 (patents); and

WHEREAS, Nasco International, Inc. merged into The Aristotle Corporation on June 17, 2002; and

WHEREAS, the financial obligations underlying the Security Interests have been satisfied in full and the Security Interests have been terminated;

NOW, THEREFORE, for good and valuable consideration, the receipt of which Lender hereby acknowledges, Lender hereby confirms that:

- (a) the Security Interests and the Security Agreements have been terminated, and the Secured Property, including the Marks listed on the attached Schedule A and the Patents listed on the attached Schedule B, are no longer subject to the Security Interests or the Security Agreements;
- (b) the Lender has not sold, assigned, mortgaged, hypothecated or otherwise transferred to any other party any interest in any Secured Property; and
- (c) except for the document recorded with the United States Patent and Trademark Office at Reel/Frame No. 1466-0778, Reel/Frame No. 2074-0179, and Reel/Frame No. 010766-0776, the Lender has not recorded the Security Agreements, or any other document reflecting any security interests, with the U.S. Patent and Trademark Office or any other intellectual property office in connection with any Secured Property.

IN WITNESS WHEREOF, a duly authorized officer of Lender has executed this Confirmation of Termination of Security Agreements as of _____.

BANK OF AMERICA, N.A.

By: David A. Johanson
Signature

David A. Johanson
Print Name and Title Vice President

Subscribed and sworn to before me this 19th day of November, 2003.

Maria Paggao
Notary Public
My Commission Expires: 2/1/05



SCHEDULE A**U.S. Trademarks**

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
TECHQUEST	2,033,277	January 28, 1997
READY-OR-NOT TOT	2,296,518	November 30, 1999
NASCO GUARD	864,758	February 18, 1969
BIOQUEST	1,844,361	July 12, 1994
PRO-SECT	1,682,924	April 14, 1992
TRANS-PAK	1,644,334	May 14, 1991
SPECI-SPONGE	2,038,404	February 18, 1997
CHEMQUEST	1,881,897	March 7, 1995
SCIQEST	1,888,237	April 11, 1995
CLASSROOM CHALLENGER	2,020,675	December 3, 1996
THE SLUDGE JUDGE	1,120,894	June 16, 1979
LIFE FORM & design	950,342	January 9, 1973
NASCO	886,960	March 3, 1970
LIFE FORM	951,902	January 30, 1973
PAPER-FER-SHAPEN	2,220,604	January 16, 1999
CPARLENE & design	1,562,034	October 14, 1989
THIO-BAG	1,262,085	December 27, 1983
WHIRL-PAK	852,990	July 23, 1968