

08-21-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)



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

B-20-03

102530711

Tab settings ⇨ ⇨ ⇨

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
CANADIAN IMPERIAL BANK OF COMMERCE

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Sundance/Newbridge Educational Publishing, LLC
Internal
Address: c/o Haight's Cross Communications, Inc.
Street Address: 10 New King Street, Suite 110
City: White Plains State: NY Zip: 10604

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other a Delaware limited liability company

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Agreement

Execution Date: August 20, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
See Attached Trademark Schedule

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Julie L. Dalke, Esq.
Internal Address: Latham & Watkins LLP

Street Address: 650 Town Center Drive, Suite 2000

City: Costa Mesa State: CA Zip: 92626

6. Total number of applications and registrations involved:..... 21

7. Total fee (37 CFR 3.41).....\$ 540.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number
500524 (For additional fees, if any)

(Attach duplicate copy of this page if paying by deposit account)

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.

Patricia A. Conner *Patricia A. Conner* August 20, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

08/20/2003 ECDOPER 00000244 73676206

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:0521 40.00 OP
02 FC:0522 300.00 OP

OC\621796.1

TRADEMARK
REEL: 002804 FRAME: 0923

Sundance/Newbridge Educational Publishing, LLC

Trademarks***

<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

*** The above marks were originally registered in the name of Newbridge Educational Publishing, LLC. Newbridge Educational Publishing, LLC merged with and into Sundance Publishing, LLC (surviving company) and Sundance Publishing, LLC changed its name to Sundance/Newbridge Educational Publishing, LLC.

Sundance/Newbridge Educational Publishing, LLC

Trademarks*

<u>Trademark</u>	<u>Registration/Serial No.</u>	<u>Registration Date/Filing Date</u>
SUNDANCE	75/357,415	September 15, 1997
CHAPTER BY CHAPTER	2,228,067	March 2, 1999
NOVEL IDEAS	2,231,963	March 16, 1999
LIFT LITERATURE IS FOR THINKING	2,225,675	February 23, 1999
A ALPHAKIDS	2,216,549	January 5, 1999
THE AMERICAN COOKING GUILD	1,765,016	April 13, 1993
INSIGHT	1,340,644	June 11, 1985
LEAP	1,347,689	July 9, 1985

* The above marks were originally registered in the name of Sundance Publishing, LLC. Sundance Publishing, LLC changed its name to Sundance/Newbridge Educational Publishing, LLC.

**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This RELEASE, dated as of August 20, 2003, is made by CANADIAN IMPERIAL BANK OF COMMERCE, as administrative agent (together with its successor(s) thereto, in such capacity as Administrative Agent for each of the Secured Parties) ("CIBC"), pursuant to the termination of the Credit Agreement, dated as of December 10, 1999, by and among CIBC, Haight's Cross Operating Company (the "Borrower") and the other parties named therein (the "Credit Agreement").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement each of the Borrower's subsidiaries were required to guaranty the Borrower's obligations thereunder;

WHEREAS, Sundance/Newbridge Educational Publishing, LLC (the "Company"), a subsidiary of the Borrower, granted security interests pursuant to the following:

A Trademark Security Agreement dated December 10, 1999 between NEWBRIDGE EDUCATIONAL PUBLISHING, LLC (Newbridge Educational Publishing, LLC merged with and into Sundance Publishing, LLC and Sundance Publishing, LLC changed its name to Sundance/Newbridge Educational Publishing, LLC) and CIBC (the "Newbridge Trademark Agreement"), recorded with the U.S. Patent and Trademark Office on January 19, 2000, Reel/Frame 2019/0354; and

A Trademark Security Agreement dated December 10, 1999 by and between SUNDANCE PUBLISHING, LLC (formerly known as Sundance Publishing, LLC) and CIBC ("Sundance Trademark Agreement" and together with the Newbridge Trademark Agreement, the "Trademark Agreements"), recorded with the U.S. Patent and Trademark Office on January 19, 2000, Reel/Frame 2019/0363.

WHEREAS, CIBC acknowledges that upon the satisfaction of all conditions set forth in the payoff letter by and between CIBC and the Borrower dated as of August 20, 2003, full payment, performance and satisfaction of the Notes issued pursuant to the Credit Agreement secured by the Trademark Agreements shall have been made; and

WHEREAS, the Borrower has requested that CIBC release its security interest in the Collateral, as defined in the Trademark Agreements in connection with the termination of both the Credit Agreement and the Trademark Agreements (the "Released Collateral").

NOW, THEREFORE, CIBC hereby **RELEASES** all of its security interest in the Trademark Collateral listed on Schedule A attached hereto and incorporated herein by reference and any other Collateral described in the Newbridge Trademark Agreement and CIBC hereby **RELEASES** all of its security interest in the Trademark Collateral listed on Schedule B attached hereto and incorporated herein by reference and any other Collateral described in the Sundance Trademark Agreement.

CIBC 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 CIBC's security interest in the Released Collateral.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CIBC has executed this Release as of the date first set forth above.

CANADIAN IMPERIAL BANK OF COMMERCE

By: Joan S. Griffin
Name:
Title:

Joan S. Griffin
Executive Director,
CIBC World Markets Corp.
AS AGENT

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF Queens) ss.

On this 18th day of August, 2003, before me personally appeared Joan S. Griffin proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CIBC, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 18th day of August, 2003

Erma Pecoraro
Notary Public

{seal}

ERMA PECORARO
Notary Public, State of New York
No. 01PE6054247
Qualified in Queens County
Commission Expires Jan. 29, 2007

Sundance/Newbridge Educational Publishing, LLC

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