

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		RELEASE BY SECURED PARTY	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A.		12/29/2006	National Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Aristotle Corporation		
<b>Street Address:</b>	96 Cummings Point Road		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0852990	WHIRL-PAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)297-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	414.271.2400		
<b>Email:</b>	jvandenplas@foley.com		
<b>Correspondent Name:</b>	Mark J. Diliberti		
<b>Address Line 1:</b>	777 E. Wisconsin Avenue		
<b>Address Line 2:</b>	Foley & Lardner LLP		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	031275-0269		
<b>NAME OF SUBMITTER:</b>	Jennifer Vandenplas		
<b>Signature:</b>	/Jennifer Vandenplas/		
<b>Date:</b>	05/21/2007		

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Total Attachments: 3  
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**The Aristotle Corporation  
96 Cummings Point Road  
Stamford, Connecticut 06902**

**WAIVER**

As of December 29, 2006

JPMorgan Chase Bank, N.A.  
111 East Wisconsin Avenue  
Milwaukee, Wisconsin 53201

Johnson Bank  
200 Sherman Avenue, West  
Fort Atkinson, Wisconsin 53538

Ladies and Gentlemen:

Please refer to that certain Credit Agreement dated as of October 15, 2003 among The Aristotle Corporation, a Delaware corporation (the "Borrower"), JPMorgan Chase Bank, N.A., successor by merger to Bank One, NA ("JPMorgan"), as a Lender, as Agent (in such capacity, the "Agent") and as LC Issuer, and Johnson Bank ("Johnson Bank", and together with JPMorgan, the "Lenders"), as amended to date (as so amended, the "Credit Agreement"). All capitalized terms used and not otherwise defined herein shall have the meanings given to such terms by the Credit Agreement.

The Borrower has provided the Agent and the Lenders with background regarding a transaction entered into by the Borrower with respect to the Borrower's trademark rights on the "Whirl-Pak" brand name (the "Whirl-Pak Transaction"), and has requested that the Agent and the Lenders take the following actions, in each case for the sole purpose of permitting the Whirl-Pak Transaction: (a) waive compliance with certain terms and conditions of the Credit Agreement and (b) release the security interest of the Agent, for the benefit of the Lenders and the LC Issuer, in the trademarks set forth on Exhibit A hereto (the "Whirl-Pak Trademarks"). The Agent and the Lenders are willing to agree to such waiver and provide such release, subject to all of the terms and conditions hereof.

1. Waiver. The Agent and the Lenders hereby waive any Default or Unmatured Default (other than a Default or Unmatured Default pursuant to the financial covenants set forth in Section 6.25 of the Credit Agreement) that would otherwise have occurred under the Credit Agreement or any Loan Document solely as a result of the Whirl-Pak Transaction, including but not limited to (a) a Default or Unmatured Default pursuant to Section 6.14, Section 6.21 or Section 7.16 of the Credit Agreement; (b) a Default pursuant to Section 4.1.5 of the Borrower Security Agreement; or (c) a breach of Section 4 of the Security Agreement (Trademark), dated as of October 15, 2003, between the Borrower and the Agent.

2. Release of Security Interest. The Agent and the Lenders hereby (a) release the security interests in the Whirl-Pak Trademarks granted pursuant to the Loan Documents, and (b) agree, at Borrower's sole cost and expense, to execute such trademark releases and other

documents as the Borrower may reasonably request in order to evidence the termination of such security interests.

3. Conditions. Notwithstanding the foregoing, this Waiver shall not become effective unless and until the following conditions have been satisfied:

(a) this Waiver has been executed and delivered to the Agent by each of the parties to the Credit Agreement;

(b) the Consent and Acknowledgement of Guarantors has been executed and delivered to the Agent by each of the Guarantors; and

(c) the Agent shall have received any additional documents, certificates or materials as the Agent or Lenders may require in connection with this Waiver.

4. Representations. The Borrower represents and warrants that the representations and warranties of the Company set forth in Article V of the Credit Agreement are true and correct in all material respects except for changes permitted by the Credit Agreement, except for representations and warranties that were made as of a specific date. The Borrower also represents and warrants that the execution, delivery and performance of this Waiver are within the corporate powers of the Borrower, have been duly authorized by all necessary corporate action and do not and will not (a) require any consent or approval of the stockholders of the Borrower; (b) violate any provision of the articles of incorporation or by-laws of the Borrower or of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to the Borrower or any Subsidiary; (c) require the consent or approval of, or filing or registration with, any governmental body, agency or authority; or (d) except as expressly waived in Section 1 hereof, result in any breach of or constitute a default under, or result in the imposition of any lien, charge or encumbrance upon any property of the Borrower or any Subsidiary pursuant to, any indenture or other material agreement or instrument under which the Borrower or any Subsidiary is a party or by which it or its properties may be bound or affected. This Waiver constitutes the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy or similar laws affecting the enforceability of creditors' rights generally.

5. Confirmation of Credit Agreement. Except as expressly provided above, the Credit Agreement and the Loan Documents shall remain in full force and effect, and this Waiver shall not release, discharge or satisfy any present or future debts, obligations or liabilities to the Agent or either Lender of the Borrower or of any debtor, guarantor or other person or entity liable for payment or performance of any of such debts, obligations or liabilities of the Borrower, or any mortgage, security interest, lien or other collateral or security for any of such debts, obligations or liabilities of the Borrower or such debtors, guarantors, or other persons or entities.

The Borrower hereby acknowledges and agrees that: (a) except for the waiver set forth in Section 1 above and the release set forth in Section 2 above, the Agent and the Lenders reserve the right to enforce strictly the Credit Agreement and any notes issued thereunder, the Loan Documents, and all other related documents or instruments; (b) the Lenders are under no duty or obligation of any kind or nature whatsoever to grant to the Borrower any additional waivers of any type or for any period, and no course of dealing or course of performance shall be

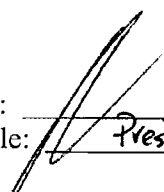
deemed to have occurred as a result of the waivers set forth herein; and (c) the Lenders' execution of this Waiver should not be construed as a waiver or relinquishment of, or an estoppel to assert, any of the Agent's or Lenders' rights or remedies under the Credit Agreement or any notes issued thereunder, the Loan Documents, or any or all documents or instruments related thereto, or applicable law, except as expressly provided herein.

6. Miscellaneous. The Borrower shall be responsible for the payment of all fees and out-of-pocket disbursements incurred by the Agent and the Lenders in connection with the preparation, execution, delivery, administration and enforcement of this Waiver and all other agreements and documents relating hereto, including all costs of collection, and including without limitation the reasonable fees and disbursements of counsel for the Agent and the Lenders, whether or not any transaction contemplated by this Waiver is consummated. All agreements, representations and warranties made herein shall survive the execution of this Waiver and the making of the loans under the Credit Agreement, as so amended. This Waiver shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. This Waiver may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

If the foregoing is satisfactory to you, please sign the form of acceptance below and return a signed counterpart hereof to the Borrower.

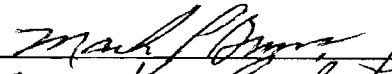
Very truly yours,

THE ARISTOTLE CORPORATION


By:   
Title: President + Chief Operating Officer

Agreed to as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By:   
Title: Senior Vice President

JOHNSON BANK

By:   
Title: Branch President  
Fort Atkinson