

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Second Lien Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust Company		03/20/2008	Banking Association: DELAWARE

RECEIVING PARTY DATA

Name:	Sylvan Learning, Inc.
Street Address:	1001 Fleet Street
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2880091	ACHIEVEENGLISH
Registration Number:	2863428	ACHIEVEMATH
Registration Number:	2939094	ACHIEVEREADING
Registration Number:	2638273	CAREER STARTERS
Registration Number:	2913626	EARLYLEARNERS

CORRESPONDENCE DATA

Fax Number: (617)523-1231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617.570.1292
 Email: mrovner@goodwinprocter.com
 Correspondent Name: Miriam J. Rovner
 Address Line 1: Goodwin Procter LLp
 Address Line 2: Exchange Place
 Address Line 4: Boston, MASSACHUSETTS 02109

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ATTORNEY DOCKET NUMBER:	120193-178955
NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/mjr/
Date:	03/24/2008
Total Attachments: 4 source=Wilmington Second Lien Sylvan release#page1.tif source=Wilmington Second Lien Sylvan release#page2.tif source=Wilmington Second Lien Sylvan release#page3.tif source=Wilmington Second Lien Sylvan release#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of March 20, 2008, from WILMINGTON TRUST COMPANY, in its capacity as collateral agent (the "Collateral Agent") for certain banks and other financial institutions (the "Lenders"), to Sylvan Learning, Inc. (the "Company").

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement among Educate, Inc. (formerly Edge Acquisition Corporation), the Lenders, JPMorgan Chase Bank, N.A., as administrative agent for the Lenders thereunder (in such capacity, the "Administrative Agent"), the Collateral Agent and certain other parties thereto, dated as of June 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Second Lien Guarantee and Collateral Agreement was entered into by and among Educate, Inc. (formerly Edge Acquisition Corporation), the Collateral Agent and certain other parties thereto, dated as of June 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Grant of Second Lien Security Interest in Trademark Rights by the Company in favor of the Collateral Agent and certain other parties thereto, dated as of June 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), a security interest (the "Security Interest") was granted by the Company to the Collateral Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 20, 2007, at Reel 3604 and Frame 0710; and

WHEREAS, the Company has requested that the Collateral Agent terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby acknowledges and agrees as follows:

1. Definitions. The term "Trademark Collateral" as used herein, shall mean all of the Company's right, title and interest of every kind and nature as of the date hereof, including, without limitation, the right to sue for past, present or future infringement, in the Trademarks listed on Schedule A hereto. The term "Trademarks" shall have the meaning provided by reference in the Security Agreement.

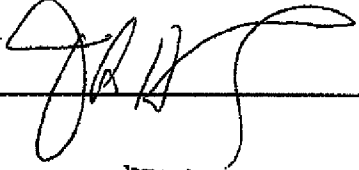
2. Release of Security Interest. The Collateral Agent, as directed by the Administrative Agent, hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and all right, title and interest of the Collateral Agent in such Trademark Collateral shall hereby cease and be void.

3. Further Assurances. The Collateral Agent, as directed by the Administrative Agent, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated above.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WILMINGTON TRUST COMPANY,
as Collateral Agent

By: 
Name: _____
Title: _____

James A. Hanley
Assistant Vice President

Schedule A

Trademarks

Trademark	Registration Number/ Serial Number	Registration Date/ Application Date
ACHIEVEENGLISH	2,880,091	August 31, 2004
ACHIEVEMATH	2,863,428	July 13, 2004
ACHIEVEREADING	2,939,094	April 12, 2005
CAREER STARTERS	2,638,273	October 22, 2002
EARLYLEARNERS	2,913,626	December 21, 2004