

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		05/22/2012	National Banking Association: UNITED STATES

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Delta Education, LLC
<b>Street Address:</b>	80 Northwest Blvd.
<b>City:</b>	Nashua
<b>State/Country:</b>	NEW HAMPSHIRE
<b>Postal Code:</b>	03063
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE

**PROPERTY NUMBERS Total: 44**

Property Type	Number	Word Mark
Registration Number:	3229760	DELTA SCIENCE READERS
Registration Number:	3706026	DELTA SCIENCE CONTENT READERS
Registration Number:	3475563	HEXAGONOES
Registration Number:	3696397	NEO/SCI
Serial Number:	78949706	DELTA EDUCATION
Serial Number:	77624467	DELTA SCIENCE RESOURCE SERVICE
Serial Number:	77614648	DELTA SCIENCE RESOURCE CENTER
Serial Number:	77150400	INQUIRY INVESTIGATIONS
Registration Number:	3100515	DOTCAR
Registration Number:	3063278	DELTA SCIENCE FIRST READERS
Registration Number:	3010435	GETTING STARTED WITH MANIPULATIVES
Registration Number:	2923833	DELTA CIRCUITWORKS
Registration Number:	2755799	FRACTION BURGER
Registration Number:	2844301	DELTA SCIENCE MODULE

CH \$1115.00 3229760

**TRADEMARK**

Registration Number:	2837853	DECIMAL DOG
Registration Number:	2812356	DELTA EDUCATION
Registration Number:	2552466	NEO/BLOOD
Registration Number:	2599179	DIAL-A-SHAPE
Registration Number:	2599178	DIAL-A-VARIABLE
Registration Number:	2509888	DIAL-A-TRIAL
Registration Number:	2509887	DIAL-A-VOLUME
Registration Number:	2509886	DIAL-A-PATTERN
Registration Number:	2605461	MATH TUNE-UPS
Registration Number:	2472426	FUNCTION SHAKE
Registration Number:	2458617	DIAL-A-DIGIT
Registration Number:	2462811	FRACTIONOES
Registration Number:	2456424	DIAL-A-TIME
Registration Number:	2462810	DIAL-A-FRACTION
Registration Number:	2458616	DIAL-A-DOLLAR
Registration Number:	2370886	SCIENCE IN A NUTSHELL
Registration Number:	2458341	MATH IN A NUTSHELL
Registration Number:	2502701	SCIENCE VIEW
Registration Number:	2368405	DECIMAL DOG
Registration Number:	2343563	BASE TEN FRIES
Registration Number:	2463291	A CLEAR VIEW
Registration Number:	2374672	DELTA EDUCATION & DESIGN
Registration Number:	2343043	DELTA EDUCATION
Registration Number:	2451571	NEO/RESOURCE
Registration Number:	2460125	NEO/LAB
Registration Number:	2451570	NEO/SLIDE
Registration Number:	2048906	S.P.I.R.E.
Registration Number:	1877608	FAST FOOD FOR THOUGHT
Registration Number:	1907146	BECAUSE CHILDREN LEARN BY DOING
Registration Number:	1783147	DELTA EDUCATION SCIS 3

**CORRESPONDENCE DATA**

Fax Number: 4142735198

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 414-273-3500

**TRADEMARK**  
**REEL: 004786 FRAME: 0927**

Email: nakees@gklaw.com  
Correspondent Name: Nicholas A. Kees; Godfrey & Kahn, S.C.  
Address Line 1: 780 N. Water Street  
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	009316-0870
NAME OF SUBMITTER:	Nicholas A. Kees
Signature:	/Nicholas A. Kees/
Date:	05/23/2012

Total Attachments: 4  
source=delta#page1.tif  
source=delta#page2.tif  
source=delta#page3.tif  
source=delta#page4.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 22, 2012 ("Release"), is made by Bank of America, N.A., as Administrative Agent and as successor in interest to the Collateral Agent (as defined below) (in such capacities, the "Administrative Agent") in favor of Delta Education, LLC, a Delaware limited liability company ("Grantor").

**WHEREAS**, pursuant to the Security Agreement dated as of April 23, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantors party thereto and the Administrative Agent, each Grantor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a continuing security interest in any and all right, title and interest of such Grantor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

**WHEREAS**, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the holders of the Secured Obligations, the Notice of Grant of Security Interest in Trademarks dated as of April 23, 2010 ("Notice");

**WHEREAS**, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on April 28, 2010 at Reel 4194 Frame 0460.

**WHEREAS**, pursuant to the Intellectual Property Security Interest Assignment Agreement dated as of April 23, 2010 ("IP Assignment"), Bank of America, N.A., in its capacity as Collateral Agent, Administrative Agent, Agent, and successor in interest to NationsBank, N.A., as Administrative Agent ("Collateral Agent") assigned to Administrative Agent all of its right, title, and interest to the Security Instrument (as defined in the IP Assignment), which included all security interests and liens on intellectual property and associated recordings granted by Grantor to Collateral Agent; and

**WHEREAS**, the IP Assignment was recorded at the USPTO on April 28, 2010 at Reel 4194 Frame 0512.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the holders of the Secured Obligations, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement, Notice, or IP Assignment.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the holders of the Secured Obligations, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to any and all rights, title, and interests in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, without limitation, the foregoing listed on Schedule A attached hereto; and

(b) authorizes the recordation of this Release with the USPTO.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of North Carolina.

**IN WITNESS WHEREOF**, the Administrative Agent, on behalf of the holders of the Secured Obligations, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: Anthea Del Bianco

Name: Anthea Del Bianco

Title: Vice President

Schedule A

Delta Education, LLC  
(Delaware LLC)

U.S. Trademarks Subject to Notice

Registered Marks

Mark	Registration No.	Registration Date
DELTA SCIENCE READERS	3229760	04/17/07
DELTA SCIENCE CONTENT READERS	3706026	11/03/09
HEXAGONOES	3475563	07/29/08
NEO/SCI	3696397	10/13/09

Pending Applications

Mark	Application No.	Filing Date
DELTA EDUCATION and Design	78949706	08/10/06
DELTA SCIENCE RESOURCE SERVICE	77624467	12/02/08
DELTA SCIENCE RESOURCE CENTER	77614648	11/14/08
INQUIRY INVESTIGATIONS	77150400	04/06/07

U.S. Trademarks Subject to IP Assignment

Registered Marks

Mark	Registration No.	Registration Date
DOTCAR	3100515	06/06/06
DELTA SCIENCE FIRST READERS	3063278	02/28/06
GETTING STARTED WITH MANIPULATIVES	3010435	11/01/05
DELTA CIRCUITWORKS	2923833	02/01/05
FRACTION BURGER	2755799	08/26/03
DELTA SCIENCE MODULE	2844301	05/25/04
DECIMAL DOG	2837853	05/04/04
DELTA EDUCATION	2812356	02/10/04
NEO/BLOOD	2552466	03/26/02
DIAL-A-SHAPE	2599179	07/23/02
DIAL-A-VARIABLE	2599178	07/23/02
DIAL-A-TRIAL	2509888	11/20/01
DIAL-A-VOLUME	2509887	11/20/01
DIAL-A-PATTERN	2509886	11/20/01
MATH TUNE-UPS	2605461	08/06/02
FUNCTION SHAKE	2472426	07/24/01
DIAL-A-DIGIT	2458617	06/05/01
FRACTIONOES	2462811	06/19/01
DIAL-A-TIME	2456424	05/29/01
DIAL-A-FRACTION	2462810	06/19/01
DIAL-A-DOLLAR	2458616	06/05/01
SCIENCE IN A NUTSHELL	2370886	07/25/00
MATH IN A NUTSHELL	2458341	06/05/01
SCIENCE VIEW	2502701	10/30/01
DECIMAL DOG	2368405	07/18/00

TRII\803218v1

Mark	Registration No.	Registration Date
BASE TEN FRIES	2343563	04/18/00
A CLEAR VIEW	2463291	06/26/01
DELTA EDUCATION and Design	2374672	08/08/00
DELTA EDUCATION and Design	2343043	04/18/00
NEO/RESOURCE	2451571	05/15/01
NEO/LAB	2460125	06/12/01
NEO/SLIDE	2451570	05/15/01
S.P.I.R.E.	2048906	04/01/97
FAST FOOD FOR THOUGHT	1877608	02/07/95
BECAUSE CHILDREN LEARN BY DOING	1907146	07/25/95
DELTA EDUCATION SCIS 3 and Design	1783147	07/20/93