

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of America, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other National Banking Association
- Association
- Limited Partnership

Citizenship (see guidelines) US

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 22, 2012

- Assignment
- Security Agreement
- Other Corrective Assignment-See Attached
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Delta Education, LLC

Street Address: 80 Northwest Blvd.

City: Nashua

State: New Hampshire

Country: US Zip: 03063

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See attached Schedule A

See attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Nicholas A. Kees, Godfrey & Kahn, S.C.

Internal Address: _____

Street Address: 780 N. Water Street

City: Milwaukee

State: WI Zip: 53202

Phone Number: 414-273-3500

Docket Number: 009316-0870

Email Address: docketing@gklaw.com

6. Total number of applications and registrations involved:

44

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 07-1509

Authorized User Name Godfrey & Kahn, S.C.

9. Signature:

Nicholas A. Kees

Signature

7/10/12

Date

Nicholas A. Kees

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 18

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ATTACHMENT TO RECORDATION FORM COVER SHEET

In response to the notice of non-recordation mailed June 11, 2012, Assignment Document No. 900224459, attached are certain documents in support of the necessary correction.

1. Notice of Non-Recordation of an Assignment Document – No. 900224459 (2 pages, including first page of recordation cover sheet filed 05/31/2012)
2. Notice of Recordation of Assignment Document at **Reel 4786, Frame 0926** (5 pages)
3. Copy of recordation cover sheet filed 05/24/2012 (3 pages)
4. Termination and Release of Security Interest in Trademarks (4 pages, including Schedule A identifying the trademark registrations and applications to be affected)

On May 24, 2012, Document No. 4 above was filed with Document No. 3 as the cover sheet. **Document No. 3, the original cover sheet filed May 24, 2012, contained the error that the Receiving Party, Delta Education, LLC, was mis-identified as a New Hampshire limited liability company, rather than the correct state, as Delta Education, LLC, is a Delaware limited liability company.** This document was recorded on May 24, 2012, and notice of that recordation was sent to us by notice dated May 29, 2012, which is Document No. 2 above. On receipt of Document No. 2 above, the error was detected.

A corrective cover sheet, intending to correct that error, was filed on May 31, 2012. The notice of non-recordation, Document No. 1 above and your Document No. 900224459, was sent to the undersigned on June 11, 2012. This letter and documents are in response to that notice of non-recordation, and are being filed within 30 days from the date of this notice.

Please then record the correction whereby the receiving party is correctly identified as Delta Education, LLC, a Delaware limited liability company. Please feel free to call the undersigned with any questions or comments. The recording fees were already charged to our deposit account on May 31, but if additional recording fees are necessary, you are hereby authorized to charge any such recording fees to Deposit Account No. 07-1509.

8170885_2

SCHEDULE A

MARK	SERIAL NUMBER/REG. NUMBER
DELTA SCIENCE READERS	3229760
DELTA SCIENCE CONTENT READERS	3706026
HEXAGONOES	3475563
NEO/SCI	3696397
DELTA EDUCATION	78949706
DELTA SCIENCE RESOURCE SERVICE	77624467
DELTA SCIENCE RESOURCE CENTER	77614648
INQUIRY INVESTIGATIONS	77150400
DOTCAR	3100515
DELTA SCIENCE FIRST READERS	3063278
GETTING STARTED WITH MANIPULATIVES	3010435
DELTA CIRCUITWORKS	2923833
FRACTION BURGER	2755799
DELTA SCIENCE MODULE	2844301
DECIMAL DOG	2837853
DELTA EDUCATION	2812356
NEO/BLOOD	2552466
DIAL-A-SHAPE	2599179
DIAL-A-VARIABLE	2599178
DIAL-A-TRIAL	2509888
DIAL-A-VOLUME	2509887
DIAL-A-PATTERN	2509886
MATH TUNE-UPS	2605461
FUNCTION SHAKE	2472426
DIAL-A-DIGIT	2458617

MARK	SERIAL NUMBER/REG. NUMBER
FRACTIONOES	2462811
DIAL-A-TIME	2456424
DIAL-A-FRACTION	2462810
DIAL-A-DOLLAR	2458616
SCIENCE IN A NUTSHELL	2370886
MATH IN A NUTSHELL	2458341
SCIENCE VIEW	2502701
DECIMAL DOG	2368405
BASE TEN FRIES	2343563
A CLEAR VIEW	2463291
DELTA EDUCATION & DESIGN	2374672
DELTA EDUCATION	2343043
NEO/RESOURCE	2451571
NEO/LAB	2460125
NEO/SLIDE	2451570
S.P.I.R.E.	2048906
FAST FOOD FOR THOUGHT	1877608
BECAUSE CHILDREN LEARN BY DOING	1907146
DELTA EDUCATION SCIS 3	1783147

900224459 05/31/2012**TRADEMARK ASSIGNMENT**

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the assignee entity state previously recorded on Reel 004786 Frame 0926. Assignor(s) hereby confirms the termination and release of security interest in trademarks.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		05/22/2012	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Delta Education, LLC
Street Address:	80 Northwest Blvd.
City:	Nashua
State/Country:	NEW HAMPSHIRE
Postal Code:	03063
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	1783147	DELTA EDUCATION SCIS 3
Registration Number:	1907146	BECAUSE CHILDREN LEARN BY DOING
Registration Number:	1877608	FAST FOOD FOR THOUGHT
Registration Number:	2048906	S.P.I.R.E.
Registration Number:	2451570	NEO/SLIDE
Registration Number:	2460125	NEO/LAB
Registration Number:	2451571	NEO/RESOURCE
Registration Number:	2343043	DELTA EDUCATION
Registration Number:	2374672	DELTA EDUCATION & DESIGN
Registration Number:	2463291	A CLEAR VIEW
Registration Number:	2343563	BASE TEN FRIES
Registration Number:	2368405	DECIMAL DOG

TRADEMARK
REEL: 004821 FRAME: 0673

CH \$1115.00 1783147

**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

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TRADEMARK
REEL: 004821 FRAME: 0676

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

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		05/22/2012	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Delta Education, LLC		
Street Address:	80 Northwest Blvd.		
City:	Nashua		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03063		
Entity Type:	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
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

TRADEMARK

	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

Phone: 414-273-3500

Email: nakees@gklaw.com

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

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

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RECEIPT INFORMATION

ETAS ID: TM235985

Receipt Date: 05/24/2012

Fee Amount: \$1115