

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination of Security Interest TL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		06/11/2013	Bank: OHIO

RECEIVING PARTY DATA

Name:	Childcraft Education Corp.
Street Address:	W6316 Design Drive
City:	Greenville
State/Country:	WISCONSIN
Postal Code:	54942
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3264692	ABC
Registration Number:	2298368	ABC SCHOOL SUPPLY
Registration Number:	2338224	WHERE EDUCATION MEETS IMAGINATION ABC
Registration Number:	3954275	BIRD-IN-HAND
Registration Number:	3954276	BIRD-IN-HAND WOODWORKS
Registration Number:	712499	CHILDCRAFT
Registration Number:	2006367	CHILDCRAFT
Registration Number:	1933650	KORNERS FOR KIDS
Registration Number:	1272927	MAGNASTIKS
Registration Number:	2792916	TUFF-GLIDE SYSTEM
Registration Number:	2388545	WHERE EDUCATION MEETS IMAGINATION
Registration Number:	4273401	WHERE THE CHILD COMES FIRST
Registration Number:	3140209	SIDEWALK SCIENCE

CORRESPONDENCE DATA

900258295

TRADEMARK
 REEL: 005050 FRAME: 0796

OP \$340.00 3264692

Fax Number: 8004947512

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

Phone: 2023704761

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F145115
NAME OF SUBMITTER:	Kaitlin Burwell
Signature:	/Kaitlin Burwell/
Date:	06/18/2013

Total Attachments: 3

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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 11, 2013, is made by U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent (the "Secured Party"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Grant of Trademark Security Interest, dated February 27, 2013, between the Secured Party and the Grantor (the "Trademark Security Agreement").

WHEREAS, CHILDCRAFT EDUCATION CORP. (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in the Trademark Collateral, including those Trademarks referred to on Schedule A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on March 1, 2013 at Reel 4973 and Frame 0505; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Secured Party hereby agrees as follows:

1. Release. The Secured Party hereby terminates, relinquishes, discharges and releases all mortgages, liens, and security interests granted to the Secured Party, in the Trademark Collateral, including:
 - a. all of the Grantor's Trademarks including those referred to on Schedule A attached hereto;
 - b. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
 - c. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.
2. Further Assurances. The Secured Party hereby authorizes the Grantor or the Grantor's authorized representative to record this release with the United States Patent and Trademark Office. The Secured Party further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or its agents or designees) reasonably request (at the Grantor's sole cost and expense) in order to confirm this release.
3. Governing Law. This release shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

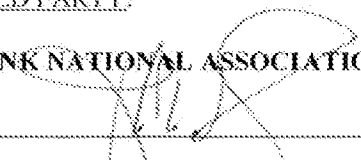
SECURED PARTY:

U.S. BANK NATIONAL ASSOCIATION

By: _____

Name:

Title:


James A. Hanley
Vice President

[Signature Page to Termination of Trademark Security Interest for CHILDCRAFT EDUCATION CORP.]

TRADEMARK
REEL: 005050 FRAME: 0799

SCHEDULE A
TO
TERMINATION OF SECURITY INTEREST IN TRADEMARKS

Childcraft Education Corp.

United States

Mark	Reg. No.	App. No.	Reg. Date	Filing Date
ABC	3264692	78/922,715	17-Jul-2007	05-Jul-2006
ABC SCHOOL SUPPLY	2298368		07-Dec-1999	
ABC WHERE EDUCATION MEETS IMAGINATION and Design	2338224		04-Apr-2000	
BIRD-IN-HAND	3954275	85/115,820	03-May-2011	25-Aug-2010
BIRD-IN-HAND and Design	3954276	85/115,823	03-May-2011	25-Aug-2010
CHILDCRAFT	712499	72/091,591	14-Mar-1961	25-Feb-1960
CHILDCRAFT	2006367	75/026,995	08-Oct-1996	04-Dec-1995
KORNERS FOR KIDS	1933650		07-Nov-1995	
MAGNASTIKS (Stylized)	1272927	73/413,192	03-Apr-1984	18-Jan-1983
TUFF-GLIDE SYSTEM	2792916	78/103,107	09-Dec-2003	16-Jan-2002
WHERE EDUCATION MEETS IMAGINATION	2388545		19-Sep-2000	
WHERE THE CHILD COMES FIRST	4273401	85/555,103	08-Jan-2013	28-Feb-2012
SIDEWALK SCIENCE	3140209	78506232	05-Sep-2006	26-Oct-2004