

07-11-2001



To the Honorable Commissioner of P

101772864

and original documents or copy thereof.

1. Name of conveying party(ies):

eInstruction Corporation

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State - Texas
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: June 28, 2001

2. Name and address of receiving party(ies)

Name: The Staubach Company

Internal

Address:

Street Address: 15601 Dallas Parkway, Ste 400

City: Dallas State: TX Zip: 75001

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Texas
- Other

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/398,036; 75/873,227; 76/223,528;
76/255,598

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

MAD 6/29/01

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

Name: S. Roxanne Edwards

Internal Address: 5400 Renaissance Tower

1201 Elm Street

Street Address:

City: Dallas State: Texas Zip: 75270

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-2426

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

S. Roxanne Edwards

Name of Person Signing

S. Roxanne Edwards

Signature

6/29/01

Date

6

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

07/10/2001 DBYRNE 00000092 75398036

01 FC:481
02 FC:482

Documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Express Mail No. EM570629128US

TRADEMARK
REEL: 002326 FRAME: 0325

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Agreement") is entered into as of June 30, 2001, by and between eInstruction Corporation (formerly, HyperGraphics Corporation), a Texas corporation ("Debtor"), and The Staubach Company, a Texas corporation, as Collateral Agent ("Collateral Agent") for the benefit of certain secured parties ("Secured Parties").

RECITALS:

A. WHEREAS, Debtor and Secured Parties are parties to that certain Common Stock and Note Purchase Agreement, dated as of March 25, 2001, as amended June 30, 2001 (the "Note Purchase Agreement").

B. WHEREAS, pursuant to the Note Purchase Agreement, Debtor, Collateral Agent and Secured Parties have entered into that certain Security Agreement dated as of June 30, 2001 (as the same has been or may be amended, restated, supplemented or modified from time to time, the "Security Agreement") pursuant to which Debtor has granted to Collateral Agent for the benefit of Secured Parties a lien on and security interest in certain Intellectual Property (as defined in the Security Agreement), including all trademarks, service marks and applications for trademarks and service marks, both foreign and domestic at any time owned by Debtor, including without limitation, those described on Exhibit A hereto (collectively, the "Trademarks"), and the goodwill represented thereby, and excluding any Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademarks.

C. WHEREAS, pursuant to the Security Agreement, Collateral Agent is required to execute this Agreement to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Grant of Security Interest. To secure all now existing or hereafter arising Indebtedness (as defined in the Security Agreement) owing by Debtor, Debtor hereby grants to Collateral Agent a security interest in all of Debtor's right, title and interest in and to the Trademarks, including all rights and interest associated with the foregoing including any licenses, license rights and royalties of all rights to sue or by opposition or cancellation proceedings for past, present and future infringements of such rights; and all proceeds of the foregoing.

2. At such time as (i) all of the Indebtedness has been completely paid and performed in full, (ii) no Note (as defined in the Security Agreement) is outstanding, and (iii) all Loan Documents (as defined in the Security Agreement) have terminated, Collateral Agent shall release its security interest in Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all

license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements.

3. After Acquired Trademark Rights. If Debtor shall obtain rights to any new Trademark, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Collateral Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Debtor shall bear any expenses incurred in connection with future applications for Trademark registration.

4. Assignment. All grants, covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Debtor may not delegate or assign any of its duties or obligations under this Agreement without the prior written consent of Collateral Agent. COLLATERAL AGENT RESERVES THE RIGHT TO ASSIGN ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT IN WHOLE OR IN PART TO ANY PERSON OR ENTITY.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO THE RULES THEREOF RELATING TO CONFLICTS OF LAW. DEBTOR HEREBY IRREVOCABLY SUBMITS ITSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN TEXAS, AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN COLLATERAL AGENT AND DEBTOR BY ANY MEANS ALLOWED UNDER STATE OR FEDERAL LAW. ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN COLLATERAL AGENT AND DEBTOR SHALL BE BROUGHT AND LITIGATED EXCLUSIVELY IN ANY ONE OF THE STATE OR FEDERAL COURTS LOCATED IN TEXAS, HAVING JURISDICTION UNLESS COLLATERAL AGENT SHALL ELECT OTHERWISE. THE PARTIES HERETO HEREBY WAIVE AND AGREE NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, THAT ANY SUCH PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE THEREOF IS IMPROPER.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Debtor and Collateral Agent have executed this Agreement by their duly authorized officers as of the date first above written.

DEBTOR:

EINSTRUCTION CORPORATION

By: Darrell L. Ward
Darrell L. Ward
President

COLLATERAL AGENT:

THE STAUBACH COMPANY

By: Cathy Sweeney
Name: Cathy Sweeney
Title: Chief Financial Officer

STATE OF TEXAS)
)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 28th day of June, 2001, by Darrell L. Ward, the President of eInstruction Corporation, a Texas corporation, on behalf of the corporation.



Rhonda Pruitt
Notary Public
In and for the State of Texas
My Commission Expires: April 4, 2002

STATE OF TEXAS)
)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 28th day of June, 2001, by Cathy Sweeney, the CFO of The Staubach Company, as Collateral Agent.

Mary A. Carroll
Notary Public
In and for the State of Texas
My Commission Expires:

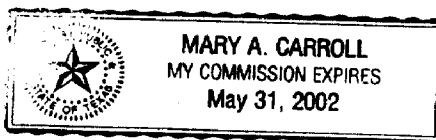


EXHIBIT A

Trademark Name	Place of Application	Application Number	Application Date
CONNECT TO CYBERCLASS	United States	75/398036	11/21/1997
EINSTRUCTION and Design (Class no. 41; Number IN)	United States	75/873227	12/14/1999
ENGAGING KIDS IN ...	United States	76/223528	03/13/2001
EINSTRUCTION and Design (Class no. 9; Number IN)	United States	76/255598	05/11/2001