

3/25/04

03-31-2004



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): The Staubach Company

- 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 Release of Security Interest

Execution Date: 02/27/2004

2. Name and address of receiving party(ies)

Name: eInstruction Corporation

Internal

Address:

Street Address: 308 North Carroll Blvd.

City: Denton State: TX Zip: 76201

- 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) 75/398036; 75/873227; 76/223528; 76/255598

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Diane K. Lettelleir

Internal Address: Winstead Sechrest & Minick

Street Address: P.O. Box 50784

City: Dallas State: TX Zip: 75201

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

DO NOT USE THIS SPACE

9. Signature.

Diane K. Lettelleir

Name of Person Signing

Diane K Lettelleir

Signature

3/25/2004

Date

Total number of pages including cover sheet, attachments, and document: 4

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

03/30/2004 MSETACHE 00000142 75398036

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TRADEMARK

REEL: 002940 FRAME: 0092

OFFICE OF PUBLIC RECORDS 2004 MAR 25 AM 10:17 FINANCE SECTION

## RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST (this "Release") is executed this 27<sup>th</sup> day of February, 2004, by The Staubach Company, a Texas corporation, in its capacity as collateral agent (the "Collateral Agent"), and has reference to the following facts:

WHEREAS, eInstruction Corporation (formerly, HyperGraphics Corporation), a Texas corporation ("Debtor"), and The Staubach Company executed that certain Security Interest Assignment of Trademarks, dated as of June 30, 2001 ("Security Agreement");

WHEREAS, pursuant to the terms and conditions of the Security Agreement, Collateral Agent was granted a security interest in all of Debtor's interest in the collateral more specifically described on Exhibit A attached hereto ("Trademark Collateral"), which Security Agreement was filed with the United States Patent and Trademark Office on June 29, 2001, and recorded on Reel/Frame 2326/0325; and

WHEREAS, Collateral Agent has received consideration for a full and complete release of security interest in and liens on the Trademark Collateral, and now wishes to release such security interest and liens.

NOW THEREFORE, Collateral Agent represents and agrees as follows:

1. Collateral Agent hereby releases, cancels and terminates all of its right, title and interest in and to the Trademark Collateral, including its security interest in and liens on the Trademark Collateral and all other rights with respect to the Trademark Collateral, and conveys and assigns any and all right, title and interest that it may have in and to the Trademark Collateral to Debtor.

2. Collateral Agent represents that it has not exercised any of the rights with respect to the Trademark Collateral available to it under the Security Agreement. Collateral Agent represents and warrants that it has not sold, licensed, conveyed or otherwise alienated any rights in and to the Trademark Collateral, and that it has not practiced or sublicensed any of the Trademark Collateral.

3. Without limiting the generality of the foregoing, this Release is intended to and shall forever terminate and reconvey the irrevocable rights in the Trademark Collateral conveyed to Collateral Agent.

4. Collateral Agent agrees that hereafter it will not take any action with respect to the Trademark Collateral.

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of the date hereof.

THE STAUBACH COMPANY

By: W.P. Leiser  
Name: WILLIAM P. LEISER  
Title: CFO

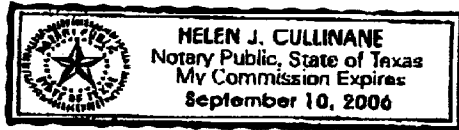
STATE OF \_\_\_\_\_ §  
COUNTY OF DALLAS §  
§

On the 27th day of February, 2004, before me personally came William Leiser to me known, who, being by me duly sworn, did depose and say that he or she is the CFO of The Staubach Company, the entity described in and which executed the foregoing instrument; and that he or she signed on behalf of said entity.

Helen J. Cullinane  
Notary Public

My commission expires:  
Sept 10, 2006

[SEAL]



**EXHIBIT A**

<b>Trademark Name</b>	<b>Place of Application</b>	<b>Application Number</b>	<b>Application Date</b>
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

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RELEASE OF SECURITY INTEREST

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