

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the To correct the Assignee name. previously recorded on Reel 003130 Frame 0955. Assignor(s) hereby confirms the Security Agreement.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EINSTRUCTION CORPORATION		07/28/2005	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	CAPITALSOURCE FINANCE LLC, AS AGENT
Street Address:	4445 WILLARD AVE.
Internal Address:	12TH FLOOR
City:	CHEVY CHASE
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2492022	EINSTRUCTION
Serial Number:	76223528	ENGAGING KIDS IN...
Registration Number:	2591395	EINSTRUCTION
Registration Number:	2850605	EI

CORRESPONDENCE DATA

Fax Number: (312)577-4752
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: penelope.johnson@kattenlaw.com
 Correspondent Name: Penelope S. Johnson
 Address Line 1: 525 W. Monroe Street
 Address Line 2: c/o Katten Muchin Rosenman LLP
 Address Line 4: Chicago, ILLINOIS 60661

CH \$115.00 2492022

NAME OF SUBMITTER:	Penelope S. Johnson
Signature:	/Penelope S. Johnson/
Date:	09/14/2005

Total Attachments: 14

source=gsr52000#page1.tif
source=gsr52000#page2.tif
source=gsr52000#page3.tif
source=gsr52000#page4.tif
source=gsr52000#page5.tif
source=gsr52000#page6.tif
source=gsr52000#page7.tif
source=gsr52000#page8.tif
source=gsr52000#page9.tif
source=gsr52000#page10.tif
source=gsr52000#page11.tif
source=gsr52000#page12.tif
source=gsr52000#page13.tif
source=gsr52000#page14.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of July 28, 2005 (this "**Agreement**"), made by **EINSTRUCTION CORPORATION**, a Texas corporation ("**Grantor**") in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company as administrative, payment and collateral agent (the "**Agent**") for itself and certain other lenders ("**Lenders**").

WITNESSETH:

WHEREAS, Grantor, certain of Grantor's affiliates, Agent and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**"), providing for extensions of credit to be made to Grantor and the other Borrowers by Lenders;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Grantor, certain of Grantor's affiliates, and Agent ("**Security Agreement**"), Grantor has granted a security interest to Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of Grantor in, to and under all of the Grantor's Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations from time to time owing by the Credit Parties under the Credit Agreement; and

WHEREAS, Grantor is the owner of the entire right, title and interest in, to and under the Intellectual Property listed on Schedule 1 hereto.

NOW, THEREFORE, in consideration of the premises and to induce the Agent and Lenders to enter into the Credit Agreement, Grantor hereby agrees with the Agent as follows:

1. **Defined Terms.**

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

(b) **Definitions of Certain Terms Used Herein.** As used herein, the following terms shall have the following meanings:

"Copyrights" shall mean all of Grantor's right, title and interest in and to: (i) all copyrights in all works of authorship (including, without limitation, all sales literature, promotional literature, Software, databases and firmware), whether or not such works of authorship have been published, and whether such copyrights are registered or unregistered; (ii) all copyright registrations and copyright applications (including, without limitation, each of the copyright registrations and copyright applications set forth on Schedule I hereof); (iii) all copyrights in works based on, incorporated in, derived from or relating to works to which the foregoing copyrights pertain; (iv) all rights to make and exploit all derivative works based on or adopted from works to which the foregoing copyrights pertain; and (v) any extensions or renewals of the foregoing copyrights, including, but not limited to: (A) the right to print, publish

and distribute any of the foregoing, (B) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations and other violations thereof, (C) all income, royalties, damages, settlements and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages, settlements and payments for past or future infringements thereof), and (D) all rights corresponding thereto throughout the world and all other rights of such Credit Parties of any kind whatsoever accruing thereunder or pertaining thereto

“**Copyright Licenses**” shall mean any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

“**Credit Agreement**” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“**Intellectual Property**” shall mean all: shall mean all present and future Copyrights, Trademarks, Patents and Software, including, without limitation: all trade secrets, know-how and other proprietary information; trademarks, trademark applications, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing) indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights and copyright applications (including copyrights for computer programs) and all tangible and intangible property embodying the copyrights; unpatented inventions (whether or not patentable); patents and patent applications; industrial design applications and registered industrial designs; license agreements related to any of the foregoing and income therefrom; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

“**IP Collateral**” shall have the meaning assigned to such term in Section 2 hereof.

“**Licenses**” shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

“**Patents**” shall mean collectively, all of the Grantor’s right, title and interest in and to all patents, patent applications and patentable inventions (including, without limitation, each patent and patent application set forth on Schedule I hereof), including, but not limited to: (i) all inventions and improvements described and claimed therein; (ii) the right to sue or otherwise recover for any infringements and other violations thereof; (iii) all income, royalties, damages, settlements and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in

connection therewith, and damages, settlements and payments for past and future infringements thereof); (iv) all reissues, divisions, continuations, continuations-in-part, provisional applications, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of the Credit Parties of any kind whatsoever accruing thereunder or pertaining thereto; and (v) all rights corresponding to the foregoing throughout the world.

“**Patent Licenses**” shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence.

“**Trademarks**” shall mean, all of the Grantor’s right, title and interest in and to: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious names, trade dress, trade styles, logos and other designs or sources of business identifiers or other indicia of trade origin, whether the foregoing are registered or unregistered; (ii) all trademark and service mark registrations and applications for trademark or service mark registrations (including, without limitation, each registration and application set forth on Schedule I hereof); (iii) any and all extensions and renewals of or with respect to any of the foregoing; (iv) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations and other violations thereof; (v) all income, royalties, damages, settlements and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages, settlements and payments for past or future infringements thereof); and (vi) all rights of the Credit Parties corresponding thereto throughout the world and all other rights of the Credit Parties of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, any or all of the foregoing throughout the world, but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or an amendment to allege use in connection therewith to the extent that a valid lien and security interest may not be taken in such an intent-to-use application under applicable law.

“**Trademark Licenses**” shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

(c) **Other Definitional Provisions.**

(i) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the payment and performance of the Obligations, Grantor hereby confirms and acknowledges that it has granted (and, to the extent not previously granted under the Security Agreement, does hereby grant) to Agent, for the benefit of itself and the Lender Parties, a security interest in Grantor’s entire right, title and

interest in its Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by Grantor, and including, without limitation, Grantor's right, title and interest in and to each Intellectual Property and proprietary rights identified on Schedule 1 attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of Grantor's business connected with and symbolized by the Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "IP Collateral").

3. **Protection of Intellectual Property by Grantor.** Grantor shall, at its sole cost, expense and risk, undertake the following in accordance with Exhibit C-2(b) of the Credit Agreement:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Material Intellectual Property (as defined in the Credit Agreement) and with the processing of the Material Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Material Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Material Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) Pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) Take any and all action which the Grantor reasonably deems appropriate under the circumstances to protect the Material Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions .

4. **Representations and Warranties.** Grantor represents and warrants that:

(a) Schedule I is a true, correct and complete list of all Intellectual Property owned by Grantor as of the date hereof.

(b) Except as set forth in Schedule I, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which Grantor is the licensor or franchisor.

(c) The Intellectual Property identified on Schedule I hereto, is valid and enforceable and, to the knowledge of Grantor, no claim has been made that the use of any of the Intellectual Property does or may violate the rights of any third person, and no material claim has been asserted and is pending by any Person challenging or questioning the use by Grantor of any of the Intellectual Property owned by Grantor or the validity or effectiveness of any of the Intellectual Property owned by Grantor, nor does Grantor know of any valid basis for any such claim.

(d) Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, and Grantor is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, the Intellectual Property, other than Permitted Liens and Liens in favor of the Agent.

(e) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of Grantor.

(f) Grantor has the legal right and authority to enter into this Agreement and perform its terms.

(g) Grantor shall give the Agent prompt written notice (with reasonable detail), following the occurrence of any of the following:

(i) Grantor obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property.

(ii) Grantor becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor.

(iii) Grantor entering into any new Licenses.

(iv) Grantor knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal) regarding the Grantor's ownership of, or the validity of, any material Intellectual Property or Grantor's right to register the same or to own and maintain the same;

provided that, if there is any conflict between this section 4(g) and Exhibit C-2(b) of the Credit Agreement, the provisions of Exhibit C-2(b) of the Credit Agreement shall govern..

5. No Violation of Security Agreement. The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Security Agreement, and shall not be deemed to modify any such representation, warranty or covenant contained in the Security Agreement.

6. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Sections 4(g)(i), 4(g)(ii) and 4(g)(iii) above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) In accordance with Exhibit C-2(b) of the Credit Agreement, Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may request which are necessary to evidence the Agent's security interest in any Intellectual Property and the goodwill of Grantor relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office), and Grantor hereby constitutes the Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. **Grantor's Rights To Enforce Intellectual Property.** Prior to the Agent's giving of notice to Grantor (i) following the occurrence and during the continuance of an Event of Default or (ii) pursuant to Section 8(a) below, Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by Grantor to protect the Intellectual Property against encroachment by third parties in accordance with Exhibit C-2(b) of the Credit Agreement, *provided, however*:

(a) Grantor first provides the Agent with written notice of its intention to sue for enforcement of any Material Intellectual Property. If, in the reasonable opinion of the Agent, Grantor has failed to take appropriate action within sixty (60) days after such notice is given to Agent, upon notice to Grantor, the Agent may (but shall not be required to) itself take such action in the name of Grantor.

(b) Any money damages awarded or received by Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Any damages recovered in any action pursuant to this Section, net of costs and attorneys' fees reasonably incurred, to be applied as provided in Section 9.2 of the Credit Agreement, as applicable.

(d) Following the occurrence of any Event of Default, the Agent, by notice to Grantor may terminate, or limit Grantor's rights under this Section 7.

8. **Agent's Actions To Protect Intellectual Property.** In the event of:

(a) Grantor's failure, within five (5) days of written notice from the Agent, to cure any failure by Grantor to observe or perform any of Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Agent, acting in its own name or in that of Grantor, may (but shall not be required to) act in Grantor's place and stead and/or in the Agent's own right in connection therewith.

9. **Rights Upon Default.** Upon the occurrence and during the continuance of any Event of Default, the Agent may exercise all rights and remedies as provided for in the Security Agreement and Credit Agreement.

10. Agent as Attorney In Fact.

(a) Grantor hereby irrevocably constitutes and designates the Agent as and for the Grantor's attorney in fact, effective following the occurrence and during the continuance of an Event of Default:

(i) To supplement and amend from time to time Schedule I of this Agreement to include any new or additional Intellectual Property of Grantor.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.

(c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 10, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

11. **Agent's Rights.** Any use by the Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and under the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

12. **No Limitation; Security Agreement.** This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest granted to the Agent with respect to the IP Collateral with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Grantor, Grantor's affiliates thereunder and the Agent) shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

13. **Termination; Release of IP Collateral.** This Agreement and all obligations of Grantor and the Agent hereunder shall terminate on the date upon which the Obligations are performed in full and paid in full in cash (other than contingent indemnification

Obligations to the extent no claim giving rise thereto has been asserted) and the Credit Agreement and other Loan Documents are terminated in accordance with the terms of the Credit Agreement. Upon termination of this Agreement, the Agent shall, at the expense of Grantor, take such actions required by the Security Agreement to release its security interest in the IP Collateral.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon the Guarantor and its respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and permitted assigns.

15. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS.

[Remainder Of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

GRANTOR:

eINSTRUCTION CORPORATION, a Texas corporation

By: *Daerell Ward*
Name: Daerell Ward
Title: CEO

AGENT:

CAPITALSOURCE FINANCE LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

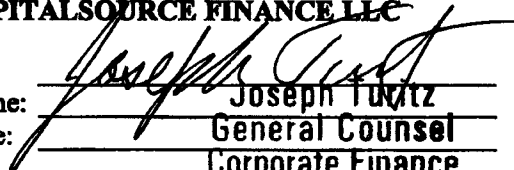
GRANTOR:

eINSTRUCTION CORPORATION, a Texas corporation

By: _____
Name: _____
Title: _____

AGENT:

CAPITALSOURCE FINANCE LLC

By: 
Name: Joseph Tuntz
Title: General Counsel
Corporate Finance

Schedule 1
Intellectual Property

Patents

Registered Patent:

<u>Patent No.</u>	<u>Date Issued</u>	<u>Assignee</u>
6,895,213	May 17, 2005	eInstruction Corporation

Patent Application:

<u>Application No.</u>	<u>Date Filed</u>	<u>Assignee</u>
11/118,682	April 29, 2005	eInstruction Corporation

Marks

Registered Marks:

<u>Trademark</u>	<u>Registration No.</u>	<u>Date Registered</u>
eInstruction and design	2,591,395	July 9, 2002
Engaging Kids In . . .	76/223,528	Extension Request Approved May 10, 2005

Service Mark

<u>Registration No.</u>	<u>Date Registered</u>	
eInstruction and design	2,492,022	September 25, 2001
eI and design	2,850,605	June 8, 2004

Unregistered Proprietary Rights

Classroom Performance System (CPS)
CPS Software
School Board Software
CPS Online
CBIT
Real Evaluation of Academic Progress (REAP) Software
Mold for Response Pads and Chalkboard
CPS Content:

<u>Content</u>	<u>Owner</u>
Engaging Kids in Math (K-5)	Borrower & Gunter ISD
Engaging Kids in Phonics - English (K-3)	Borrower & Dorothy Ware
Engaging Kids in Phonics - Spanish (K-2)	Borrower & Betty Klein
Engaging Kids in Language Arts (K-2)	Borrower
Engaging Kids in Reading - Sleek (1-5)	Borrower & Sleek Publishing
Engaging Kids in Reading - Smalley (3-5)	Borrower & Karen Smalley
Engaging Kids in Writing - Sleek (1-5)	Borrower & Sleek Publishing
Engaging Kids in Social Studies (3, 4 or 5)	Borrower & Cindy Todd
Engaging Kids in Science	Borrower
Additional Questions for Math, Reading, Writing, Social Studies	Borrower
Sleek Publishing Titles	Borrower & Sleek Publishing
Middle School Math - Reed/Cullen (6-8)	Borrower & Thomas Reed
Middle School Reading - Sleek (6-8)	Borrower & Sleek Publishing
Middle School Reading - Smalley (6-8, Exit)	Borrower & Karen Smalley
Middle School Science - (6-8)	Borrower & Ron Jon Publishing
Middle School Social Studies - McPherson	Borrower & Rodney McPherson
Middle School Social Studies - Rutherford	Borrower & Rutherford
Middle School Writing - Sleek (6-8)	Borrower & Sleek Publishing
Middle School Writing - Smalley	Borrower & Karen Smalley
High School Math - Cord (Topical)	Borrower & Cord Publishing
High School Reading - Sleek (9-10)	Borrower & Sleek Publishing
High School Writing - Sleek (9-10)	Borrower & Sleek Publishing
High School Science - Mazur (Topical)	Borrower & Dr. Eric Mazur
High School Computer (Topical)	Borrower

<u>Internet domain names</u>	<u>Websites presently in use</u>
Cyberclass.com	www.einstruction.com
Cyber-class.com	epsonline.einstruction.com
Einstruction.com	cpsonlineHE.einstruction.com
Einstruction.net	www.cyberclass.com
Einstruction.org	www.cyber-class.com
Einstruction.cc	www.cfbcyberclass.com
Einstruction.tv	www.eclassrooms.net
Einstruction.biz	www.fwschoolworks.com
Einstruction.us	email.einstruction.com
Einstruction.ws	secure.einstruction.com
Einstruction.info	mhhe.einstruction.com
Engagingkids.com	ccm.einstruction.com
Hgcorp.com	
Cfbcyberclass.com	
Ctcase.com	

- Borrower owns and possesses all right, title, and interest in and to, or has the right to use pursuant to a valid and enforceable license, all Proprietary Rights used in or necessary for the operation of Borrower's business as currently conducted. However, Philip Crews may have a right to use certain Proprietary Rights as they existed at January 31, 1999.

In 1984, Borrower entered into an Exclusive License and Acquisition Agreement (the "License Agreement") with Darrell Ward and Phillip Crews relating to certain "Graphics Software" defined as "application software...which creates and organizes text and graphics material and which contains...a graphics software component for presentation on a video display also known as a monitor." This software was the predecessor to the CPS Software. Pursuant to an Assignment of Rights Agreement signed by Darrell Ward, Mr. Ward assigned to Borrower all of his rights to all intellectual property used in Borrower's business, including the CPS Software. In July 1998, Phillip Crews resigned from Borrower. As part of Mr. Crews' resignation, he demanded certain payments, including the payment of all past-due royalties owed to him under the License Agreement. The License Agreement was terminable upon 90 days notice. As part of Borrower's settlement with Mr. Crews, Borrower paid to Mr. Crews \$16,597 in past due amounts owed to him under the License Agreement. Borrower terminated the License Agreement effective as of January 31, 1999 in order to free Borrower from any obligation to pay any future royalties to Mr. Ward or Mr. Crews for the use of the CPS Software covered by the License Agreement while still retaining the unrestricted right to use such software.

Upon the termination of the License Agreement, any rights to the technology covered by the License Agreement reverted back to Mr. Ward and Mr. Crews. Since Mr. Crews did not sign an Assignment of Rights agreement, Mr. Crews has the right to use the CPS Software as it existed as of January 31, 1999. Since Mr. Ward signed an Assignment of Rights agreement, any rights that Mr. Ward held in such technology belong to the

Borrower. Accordingly, Borrower is free to use the technology free of any license, royalty or other obligation to Mr. Ward or any other person. Based on the Assignment of Rights agreement signed by Mr. Ward, Borrower acquired ownership of any and all intellectual property rights held by Mr. Ward in technology used in Borrower's business, including the CPS Software, and the termination of the License Agreement had no impact on such ownership interest. Borrower has made substantial improvements to the CPS Software covered by the License Agreement since 1999 and Borrower is the exclusive owner of the software with such improvements and enhancements.