

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Duraco, Inc.		05/02/2007	CORPORATION: DELAWARE
TeachersTape, LLC		05/02/2007	LIMITED LIABILITY COMPANY: ILLINOIS

**RECEIVING PARTY DATA**

Name:	Duraco DAS Inc.
Street Address:	1625 Ashton Park Drive
City:	Colonial Heights
State/Country:	VIRGINIA
Postal Code:	23834
Entity Type:	CORPORATION: VIRGINIA

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2426526	DURACO
Registration Number:	2568944	REMO ONE
Registration Number:	2560974	TWIN STICK
Registration Number:	2560973	REMO TWO
Registration Number:	2560972	DUBL KOTE
Registration Number:	1595361	D DURACO
Registration Number:	2924516	TEACHERSTAPE

**CORRESPONDENCE DATA**

Fax Number: (804)344-7999  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 804-788-8523  
 Email: HWRITM@hunton.com  
 Correspondent Name: Edward T. White

CH \$190.00 2426526

Address Line 1: 951 East Byrd Street  
Address Line 2: Riverfront Plaza, East Tower  
Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	67312.7
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	05/09/2007

Total Attachments: 5  
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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement"), dated as of the 2<sup>nd</sup> day of May, 2007, between, on the one hand, Duraco, Inc., a Delaware corporation, and TeachersTape, LLC, an Illinois limited liability company (collectively "Assignors"), and, on the other hand, Duraco DAS Inc., a Virginia corporation ("Assignee"), recites and provides as follows:

A. WHEREAS, Assignors own all right, title, and interest, including all intellectual property rights and other proprietary rights, in and to all of the trademarks, service marks, trade names, copyrights, copyrighted works, domain names, registrations, and other items listed and identified in Exhibit A, together with the goodwill of the business symbolized thereby (collectively, the "Intellectual Property"); and

B. WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated April 18, 2007, by and among the Assignors, Assignee and Steven Yacyshyn, as an individual, Assignors desire to assign to Assignee, and Assignee desires to acquire from Assignors, all of the Intellectual Property and all of the rights therein;

NOW, THEREFORE, for good and valuable consideration, including the consideration set forth in that certain Purchase Agreement, the receipt and adequacy of which are hereby acknowledged, Assignors and Assignee agree as follows:

1. Assignment of Rights. Assignors hereby sell, assign, and transfer to Assignee all of Assignors' right, title and interest in and to the Intellectual Property, together with all of the goodwill of the business symbolized by the Intellectual Property, as well as any claims by Assignors for damages or other remedies by reason of any past infringement of the Intellectual Property.

2. Assistance in Protecting and Enforcing Rights. Upon Assignee's request, Assignors will provide such reasonable assistance as may be necessary or appropriate, in Assignee's judgment, for Assignee to protect and enforce its rights in the Intellectual Property, including but not limited to providing information, affidavits, declarations, and testimony in connection with litigation, arbitration, mediation, opposition, and interference proceedings.

3. No Representations. The Assignors make no representations or warranties with respect to the Intellectual Property being assigned hereunder except for those representations and warranties specifically made in the Purchase Agreement

4. Entire Agreement. This Agreement is executed and delivered pursuant to the Purchase Agreement. The Purchase Agreement and this Agreement set forth the entire agreement and understanding of the parties with respect to the matters contemplated by this Agreement. To the extent there is any inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement shall control and prevail.

5. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois without giving effect to the principles of conflicts of law thereof.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Assignors have executed this Intellectual Property Assignment effective as of the date written above.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

ATTEST:

DURACO, INC.  
(Assignor)

By: \_\_\_\_\_  
Its: presidents

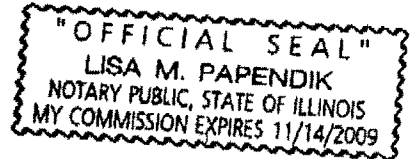


State of Illinois  
City/County of Cook

On this 1 day of May, 2007, personally appeared before me, Steve Yacyszyn, who is the President of Duraco, Inc., who is duly authorized to execute the foregoing Intellectual Property Assignment on behalf of Duraco, Inc., for the uses and purposes herein mentioned.

Witness my hand and official seal:

My commission expires: 11-14-2009



Lisa M. Papendik  
Notary Public

ATTEST:

TEACHERSTAPE, LLC  
(Assignor)

By: \_\_\_\_\_  
Its: presidents

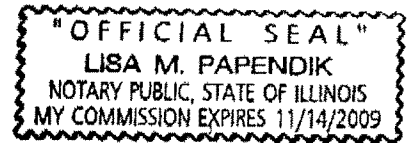


State of Illinois  
City/County of Cook

On this 1 day of May, 2007, personally appeared before me, Steve Yacyszyn who is the President of TeachersTape, LLC, who is duly authorized to execute the foregoing Intellectual Property Assignment on behalf of TeachersTape, LLC, for the uses and purposes herein mentioned.

Witness my hand and official seal:

My commission expires: 11-14-2009



Lisa M. Papendik

ATTEST:

DURACO DAS INC.  
(Assignee)

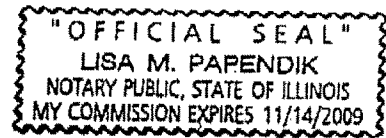
By: Brett York  
Its: President

State of Illinois  
City/County of Cook

On this 1 day of May, 2007, personally appeared before me, Brett York, who is the President of Duraco DAS Inc., who is duly authorized to execute the foregoing Intellectual Property Assignment on behalf of Duraco DAS Inc., for the uses and purposes herein mentioned.

Witness my hand and official seal:

My commission expires: 11-14-2009



Lisa M Papendik  
Notary Public

**Exhibit A**  
**Schedule of Intellectual Property**

**Trademarks**

<b>MARK</b>	<b>OWNER</b>	<b>STATUS</b>	<b>NEXT DEADLINE</b>
DURACO Reg. No. 2,426,526 Registered 02/06/2001	Duraco, Inc.	Registered 8/15 Accepted & Acknowledged Date of Status: 03/13/2007	Renewal due 02/06/2011
REMO ONE Reg. No. 2,568,944 Registered 05/14/2002	Duraco, Inc.	Registered	8/15 Due 05/14/2007 - 05/14/2008
TWIN STICK Reg. No. 2,560,974 Registered 04/16/2002	Duraco, Inc.	Registered	8/15 Due 04/16/2007 - 04/16/2008
REMO TWO Reg. No. 2,560,973 Registered 04/16/2002	Duraco, Inc.	Registered	8/15 Due 04/16/2007 - 04/16/2008
DUBL KOTE Reg. No. 2,560,972 Registered 04/16/2002	Duraco, Inc.	Registered	8/15 Due 04/16/2007 - 04/16/2008
D DURACO (design) Reg. No. 1,595,361 Registered 05/08/1990	Duraco, Inc.	Renewed 2000	Next Renewal 05/08/2010
TEACHERSTAPE Reg. No. 2,924,516 Registered 02/01/2005	TeachersTape, LLC	Registered	8/15 Due 02/01/2010 - 02/01/2011

**Domain names**

**Registered to Duraco, Inc.**

<b>DOMAIN NAME</b>	<b>EXPIRATION DATE</b>
duracoinc.com	04/12/2008
twinstick.com	06/26/2009
dublkote.com	06/26/2009
ns901.com	06/26/2009
remoone.com	06/26/2009
remotwo.com	06/26/2009