

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Orbis Software, Inc.		06/29/2007	CORPORATION: WASHINGTON
Thomas J. Pauly		06/29/2007	INDIVIDUAL:
Graciela C. M. Pauly		06/29/2007	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Edline LLC		
<b>Street Address:</b>	566 West Adams, Suite 100		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2650904	EASY GRADE PRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)706-8248		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3127018607		
<b>Email:</b>	zbeal@mayerbrownrowe.com		
<b>Correspondent Name:</b>	Joan L. Long		
<b>Address Line 1:</b>	P.O. Box 2828		
<b>Address Line 4:</b>	Chicago, ILLINOIS 606902828		
<b>ATTORNEY DOCKET NUMBER:</b>	07069475 EDLINE		
<b>NAME OF SUBMITTER:</b>	Joan L. Long		
<b>Signature:</b>	/joanllong/		

OP \$40.00 2650904

Date:

07/17/2007

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 29th day of June, 2007 by and among Orbis Software, Inc., a Washington corporation, Thomas J. Pauly, an individual, Graciela C.M. Pauly, an individual (collectively, "Assignors"), and Edline LLC, a Delaware limited liability company ("Assignee").

### RECITALS

A. Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated June 29, 2007 (the "Agreement"), pursuant to which Assignors agreed to assign to Assignee all of their right, title and interest in and to certain registered Trademarks (as defined in the Agreement), including, without limitation, the trademark registrations and applications for trademark registration set forth on attached Schedule A (the "Assigned Registered Trademarks"), and Assignee has agreed to acquire all right, title and interest in the Assigned Registered Trademarks.

B. Assignors own all right, title and interest in and to the Assigned Registered Trademarks.

C. Assignor and Assignee wish to confirm and ratify the Agreement as it relates to the assignment of the Assigned Registered Trademarks by entering into this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Each of the Assignors hereby conveys and assigns unto Assignee, and its successors and assigns, all of its right, title and interest throughout the world in and to the Assigned Registered Trademarks, together with the goodwill of the business symbolized by said Assigned Registered Trademarks, any future registrations of said Assigned Registered Trademarks and all common law rights associated with said Assigned Registered Trademarks, together with all income, royalties and payments now or hereafter due or payable with respect thereto, and in and to all rights to sue, counterclaim and recover under all causes of action (either in law or in equity) and other rights assertable under said Assigned Registered Trademarks, including, without limitation, the right to sue for past, present and future infringement of, or other unauthorized use or improper activities regarding, said Assigned Registered Trademarks, and the right to enjoy all of the benefits obtained as a result of any such litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made. With respect to the Assigned Registered Trademarks, if any, that are the subject of pending intent-to-use applications, the parties agree that Assignee is a successor to that portion of the business to which such Assigned Registered Trademarks pertain and that such business is ongoing and existing as contemplated under 15 U.S.C. §1060 (such that assignment before filing a

statement of use is authorized by statute). Assignors hereby authorize and request the Commissioner of Patents and Trademarks (and any similarly situated government official of any foreign country) to recognize Assignee as the legal owner of the Assigned Registered Trademarks, for Assignee's sole use and benefit and for the use and benefit of Assignee's legal representatives, to the full end of the term (including, without limitation, any extensions or renewals) for which the Assigned Registered Trademarks may be granted, as fully and entirely as the same would have been held by Assignors had this Assignment not been made.

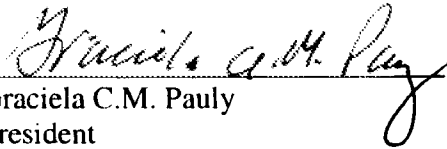
2. Assignors agree to provide cooperation and assistance to, and to execute and deliver at the request of the Assignee, all papers, instruments and assignments, and to perform any other reasonable acts that the Assignee may require in order to vest in Assignee all rights, title and interest of Assignors in and to the Assigned Registered Trademarks and to maintain the full value of such rights.
3. This Assignment is entered into pursuant to the Agreement and is subject to the terms and conditions thereof.

*[Signatures appear on next page.]*

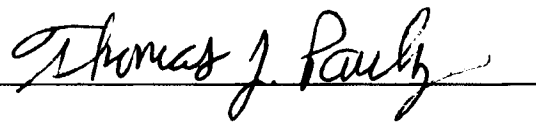
IN WITNESS WHEREOF, the parties have hereunder set their hands as of the day, month and year first above written.

**ASSIGNORS:**

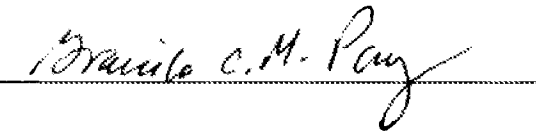
**ORBIS SOFTWARE, INC.**

By:   
Name: Graciela C.M. Pauly  
Title: President

**THOMAS J. PAULY**




**GRACIELA C.M. PAULY**



**ASSIGNEE:**

**EDLINE LLC**

By:   
Name: Jonathan P. Abrams  
Title: President

**SCHEDULE A**

**Assigned Registered Trademarks**

<b>Mark</b>	<b>Status</b>	<b>App./Reg. No.</b>	<b>Owner</b>
EASY GRADE PRO	Registered	2,650,904  REGISTERED: November 19, 2002	Pauly, Graciela C. dba ORBIS SOFTWARE  Pauly, Thomas J. dba ORBIS SOFTWARE

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