

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
eInstruction GTCO Holdings, LLC		12/28/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856-5201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3241825	DRAWINGBOARD	
Registration Number:	3213230	GTCO CALCOMP	
Registration Number:	2760355	INTERWRITE	
Registration Number:	2573771	INTERWRITE	
Serial Number:	77131492	INTERWRITE CRICKET	
Serial Number:	77037198	I INTERWRITE LEARNING	
Serial Number:	77037199	INTERWRITE LEARNING	
Serial Number:	77271638	INTERWRITE MAKEOVER	
Registration Number:	2677778	INTERWRITE MEETING PAD	
Registration Number:	2818849	INTERWRITE MEETINGBOARD	
Registration Number:	3342042	INTERWRITE PRS	
Registration Number:	3342043	INTERWRITE PRS RF	
Serial Number:	77098588	INTERWRITE RESPONSE	
Registration Number:	2760354	INTERWRITE SCHOOLBOARD	

OP \$565.00 3241825

900095247

TRADEMARK  
REEL: 003686 FRAME: 0891

Registration Number:	3213292	INTERWRITE SCHOOLPAD
Serial Number:	77098589	INTERWRITE WORKSPACE
Registration Number:	2086925	FREEPOINT 3D
Registration Number:	1880415	QUIKRULER
Registration Number:	2213649	SMART MENU
Registration Number:	3244406	SUPER L
Registration Number:	1894540	ROLL-UP
Registration Number:	0850205	SAC

#### CORRESPONDENCE DATA

Fax Number: (312)993-9767

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312-993-2698

Email: magdalini.rizakos@lw.com

Correspondent Name: Magdalini Rizakos c/o Latham & Watkins

Address Line 1: 233 S. Wacker Drive, Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	12/31/2007

#### Total Attachments: 9

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2007, is made by eInstruction GTCO Holdings, LLC (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Amended and Restated First Lien Credit Agreement, dated as of December 28, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among eInstruction Corporation (the "Borrower"), eInstruction Holdings, Inc., the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a joinder to that certain Guaranty and Security Agreement, dated as of July 2, 2007, in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Recordation. The Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government offices record this Trademark Security Agreement.

Section 5. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

EINSTRUCTION GTCO HOLDINGS, LLC,  
as Grantor

By: 

Name: Tim Torno  
Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: \_\_\_\_\_

Name:

Title:

[Signature Page to First Lien Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

EINSTRUCTION GTCO HOLDINGS, LLC,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By:   
Name: Douglas Koch  
Title: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Marks

<u>Registered Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Date Filed</u>	<u>IP licenses or other rights granted</u>
CALCOMP	Hong Kong	19840636AA	Registered effective August 23, 1983	
DRAWINGBOARD	USA	3,241,825	Registered effective May 15, 2007.	
GTCO CALCOMP	Brazil	828620431	Published September 5, 2006.	
GTCO CALCOMP	Canada	TMA697788	Registered October 2, 2007.	
GTCO CALCOMP	China	Awaiting filing details	Filed November 20, 2007.	
GTCO CALCOMP	Europe	5,057,773	Registered effective May 4, 2006.	
GTCO CALCOMP	Taiwan	Awaiting filing details	Filed November 22, 2007.	
GTCO CALCOMP	USA	3,213,230	Registered February 27, 2007.	
INTERWRITE	Brazil	828620440	Published September 5, 2006.	
INTERWRITE	Canada	1,301,592	Published August 29, 2007.	
INTERWRITE	China	Awaiting filing details.	Filed October 18, 2007.	
INTERWRITE	Europe	5,052,386	Registered effective May 3, 2006.	
INTERWRITE	India	1529230	Filed February 8, 2007.	

INTERWRITE	Korea (South)	2007-51945	Filed October 8, 2007.
INTERWRITE	Mexico	944,065	Registered effective June 23, 2006
INTERWRITE	USA	2,760,355	Registered September 2, 2003.
INTERWRITE & DESIGN	USA	2,573,771	Registered May 28, 2002. (Registration will be cancelled in 2008.)
INTERWRITE CRICKET	Europe	5765871	Filed March 16, 2007.
INTERWRITE CRICKET	USA	77/131,492	Published September 18, 2007.
IINTERWRITE LEARNING & DESIGN	USA	77/037,198	Notice of Allowance issued November 27, 2007.
IINTERWRITE LEARNING & DESIGN	USA	77/037,198	Published September 4, 2007.
INTERWRITE LEARNING	Chile	782.623	Filed July 27, 2007.
INTERWRITE LEARNING	China	Awaiting filing details.	Filed October 18, 2007.
INTERWRITE LEARNING	Korea (South)	2007-51946	Filed October 8, 2007.
INTERWRITE LEARNING	USA	77/037,199	Notice of Allowance issued November 27, 2007.
INTERWRITE LEARNING	India	1529231	Filed February 8, 2007.
INTERWRITE MAKEOVER	USA	77/271,638	Filed September 5, 2007.
INTERWRITE MEETING PAD	USA	2,677,778	Registered January 21, 2003.



INTERWRITE MEETINGBOARD	USA	2,818,849	Registered March 2, 2004.
INTERWRITE PRS	Brazil	828620474	Published September 5, 2006.
INTERWRITE PRS RF	Brazil	828620482	Published September 5, 2006.
INTERWRITE PRS	India	1529232	Filed February 8, 2007.
INTERWRITE PRS	USA	3342042	Registered effective November 20, 2007.
INTERWRITE PRS RF	USA	3342043	Registered effective November 20, 2007.
INTERWRITE RESPONSE	Brazil	829003061	Published May 8, 2007.
INTERWRITE RESPONSE	Canada	1,357,222	Filed July 25, 2007.
INTERWRITE RESPONSE	Chile	782.625	Filed July 27, 2007.
INTERWRITE RESPONSE	Europe	5663729	Filed February 5, 2007(claiming priority to February 3, 2007.) Published July 23, 2007 for opposition for 90 days.
INTERWRITE RESPONSE	India	1529233	Filed February 8, 2007.
INTERWRITE RESPONSE	Mexico	979,048	Registered effective February 9, 2007
INTERWRITE RESPONSE	USA	77/098,588	Published for opposition on October 9, 2007 for 30 days. Date not yet set. (Disclaimer of exclusive rights to "Response" apart from the mark as a whole.)
INTERWRITE SCHOOLBOARD	Brazil	828620458	Published September 5, 2006.

INTERWRITE SCHOOLBOARD	Canada	1,301,598	Published August 29, 2007.
INTERWRITE SCHOOLBOARD	Europe	5,052,402	Registered effective May 3, 2006.
INTERWRITE SCHOOLBOARD	Mexico	959,129	Registered effective June 23, 2006.
INTERWRITE SCHOOLBOARD	USA	2,760,354	Registered September 2, 2003.
INTERWRITE SCHOOLPAD	Brazil	828620466	Published September 5, 2006.
INTERWRITE SCHOOLPAD	Canada	TMA697510	Registered September 28, 2007.
INTERWRITE SCHOOLPAD	Europe	5,057,856	Registered effective May 4, 2006.
INTERWRITE SCHOOLPAD	Mexico	946,932	Registered effective June 23, 2006.
INTERWRITE SCHOOLPAD	USA	3,213,292	Registered February 27, 2007.
INTERWRITE WORKSPACE	Brazil	829065091	Published July 17, 2007.
INTERWRITE WORKSPACE	Canada	1,357,223	Filed July 25, 2007.
INTERWRITE WORKSPACE	Chile	782.624	Filed July 27, 2007.
INTERWRITE WORKSPACE	Europe	5663711	Registered effective December 11, 2007
INTERWRITE WORKSPACE	India	1529229	Filed February 8, 2007.
INTERWRITE WORKSPACE	Mexico	977842	Registered effective February 9, 2007.
INTERWRITE WORKSPACE	USA	77/098,589	Notice of Allowance issued December 11, 2007

FREEPOINT 3D	USA	2,086,925	Registration term ended August 12, 2007. Registration will be cancelled.
QUIKRULER	USA	1,880,415	Registered February 28, 1995.
SMART MENU	USA	2,213,649	Registered December 29, 1998.
SUPER L	USA	3,244,406	Registered May 22, 2007.
ROLL-UP	USA	1,894,540	Registered May 16, 1995.
SAC	USA	850,205	Registered June 4, 1968.

#### TRADEMARK APPLICATIONS

None