

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GTCO Corporation		12/28/2007	CORPORATION: MARYLAND
Interwrite Learning LLC		12/28/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	eInstruction GTCO Holdings, LLC
<b>Street Address:</b>	308 N. Carroll Blvd.
<b>City:</b>	Denton
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76201
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	3241825	DRAWINGBOARD
Registration Number:	3213230	GTCO CALCOMP
Registration Number:	2760355	INTERWRITE
Registration Number:	2573771	INTERWRITE
Registration Number:	2677778	INTERWRITE MEETING PAD
Registration Number:	2818849	INTERWRITE MEETINGBOARD
Registration Number:	3342042	INTERWRITE PRS
Registration Number:	3342043	INTERWRITE PRS RF
Registration Number:	2760354	INTERWRITE SCHOOLBOARD
Registration Number:	3213292	INTERWRITE SCHOOLPAD
Registration Number:	1880415	QUIKRULER
Registration Number:	2213649	SMART MENU
Registration Number:	3244406	SUPER L

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Registration Number:	1894540	ROLL-UP
Registration Number:	0850205	SAC
Serial Number:	77131492	INTERWRITE CRICKET
Serial Number:	77037198	I INTERWRITE LEARNING
Serial Number:	77037199	INTERWRITE LEARNING
Serial Number:	77271638	INTERWRITE MAKEOVER
Serial Number:	77098588	INTERWRITE RESPONSE
Serial Number:	77098589	INTERWRITE WORKSPACE

**CORRESPONDENCE DATA**

Fax Number: (617)523-1231  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617.570.1292  
Email: tadmin@goodwinprocter.com  
Correspondent Name: Miriam J. Rovner  
Address Line 1: Goodwin Procter LLP  
Address Line 2: Exchange Place, 53 State Street  
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	121697-176206
NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/mjr/
Date:	01/04/2008

Total Attachments: 12  
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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of December 28, 2007 ("Effective Date"), by and among GTCO Corporation, a Maryland corporation, with its principal office at 7125 Riverwood Drive, Columbia, MD, and Interwrite Learning LLC, a Delaware limited liability company, with its principal office at 7125 Riverwood Drive, Columbia, MD (together, the "Assignors") and eInstruction GTCO Holdings, LLC, a Delaware limited liability company (as assignee of eInstruction Corporation, a Texas corporation), with a principal office at 308 N. Carroll Blvd., Denton, TX 76201 (the "Assignee").

**WHEREAS**, the Assignors and the Assignee are parties to that certain Asset Purchase Agreement dated as of November 20, 2007 ("Agreement"), pursuant to which the Assignors have agreed to sell and the Assignee has agreed to purchase certain Purchased Assets as defined in the Agreement;

**WHEREAS**, pursuant to the Agreement, the Assignors wish to assign to the Assignee, and the Assignee wishes to acquire from the Assignors all Company IP (as defined in the Agreement), including, without limitation, the United States trademark registrations and applications set forth on Schedule A attached hereto, the foreign trademark registrations and applications set forth on Schedule B attached hereto, and the unregistered trademarks set forth on Schedule C attached hereto, in each case, together with the goodwill of the business associated therewith, (collectively, the "Marks"); and

**WHEREAS**, the Assignee is a successor to the Assignors' business, and that business is ongoing and existing.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors hereby sell, assign, transfer and set over to the Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignors if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for the Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

The Assignors hereby request the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record the Assignee as the assignee and owner of the Marks.

The Assignors shall take all further actions, and provide to the Assignee, the Assignee's successors, assigns or other legal representatives, all cooperation and assistance

(including, without limitation, the execution and delivery of affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), reasonably requested by the Assignee, at the Assignee's expense, to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the Marks; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Marks, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; and (3) the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNORS:

GTCO CORPORATION

Name: AKaze

Title: co President & COO

INTERWRITE LEARNING LLC

Name: AKaze

Title: co President & COO

ASSIGNEE:

EINSTRUCTION GTCO HOLDINGS, LLC

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**ASSIGNORS:**

**GTCO CORPORATION**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**INTERWRITE LEARNING LLC**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

**EINSTRUCTION GTCO HOLDINGS, LLC**

By: 

Name: Carter Harned

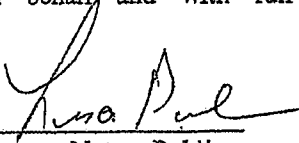
Title: Executive VP

Signature Page to Trademark Assignment

**TRADEMARK**  
**REEL: 003689 FRAME: 0817**

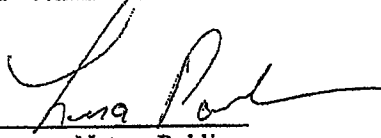
STATE OF Maryland )  
COUNTY OF Howard ) SS.

On this 27<sup>th</sup> day of Dec. 2007 there appeared before me Steve Kaye, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of CICO Corporation.

  
Notary Public

STATE OF Maryland )  
COUNTY OF Howard ) SS.

On this 27<sup>th</sup> day of Dec. 2007 there appeared before me Steve Kaye, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Interwrite Learning LLC.

  
Notary Public

STATE OF )  
 ) SS.  
COUNTY OF )

On this \_\_\_ day of \_\_\_\_\_, 200\_, there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF )  
 ) SS.  
COUNTY OF )

On this \_\_\_ day of \_\_\_\_\_ 200\_\_, there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF )  
 ) SS.  
COUNTY OF )

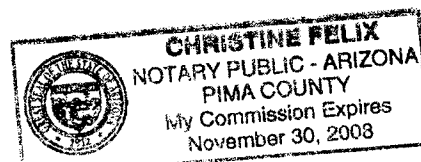
On this \_\_\_ day of \_\_\_\_\_ 200\_\_, there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF Arizona )  
 ) SS.  
COUNTY OF Pima )

On this 26 day of December 2007, there appeared before me Carter Harned, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of EINSTRUCTION ETICO HOLDINGS LLC

Christine Felix  
Notary Public



Signature Page to Trademark Assignment



**SCHEDULE A**

**U.S. Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Registration Date</b>
DRAWINGBOARD	3,241,825	Registered effective May 15, 2007.
GTCO CALCOMP	3,213,230	Registered February 27, 2007.
INTERWRITE	2,760,355	Registered September 2, 2003.
INTERWRITE & DESIGN	2,573,771	Registered May 28, 2002. Registration will be cancelled in 2008.
INTERWRITE MEETING PAD	2,677,778	Registered January 21, 2003.
INTERWRITE MEETINGBOARD	2,818,849	Registered March 2, 2004.
INTERWRITE PRS	3342042	Registered effective November 20, 2007
INTERWRITE PRS RF	3342043	Registered effective November 20, 2007
INTERWRITE SCHOOLBOARD	2,760,354	Registered September 2, 2003.
INTERWRITE SCHOOLPAD	3,213,292	Registered February 27, 2007.
QUIKRULER	1,880,415	Registered February 28, 1995.
SMART MENU	2,213,649	Registered December 29, 1998.
SUPER L	3,244,406	Registered May 22, 2007.
ROLL-UP	1,894,540	Registered May 16, 1995.
SAC	850,205	Registered June 4, 1968.

**U.S. Trademark Applications**

<b>Mark</b>	<b>Serial No.</b>	<b>Application Status</b>
INTERWRITE CRICKET	77/131,492	Notice of Allowance issued December 11, 2007.
I INTERWRITE LEARNING & DESIGN	77/037,198	Notice of Allowance issued November 27, 2007
INTERWRITE LEARNING	77/037,199	Notice of Allowance issued November 27, 2007
INTERWRITE MAKEOVER	77/271,638	Filed September 5, 2007.
INTERWRITE RESPONSE	77/098,588	Published for opposition on October 9, 2007 for 30 days.
INTERWRITE WORKSPACE	77/098,589	Approved for publication December 12, 2007.

**SCHEDULE B**

**Foreign Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Reg. No(s)</b>	<b>Registration Date</b>
CALCOMP	Hong Kong	19840636AA	Registered to Calcomp, Inc. Expires August 23, 2014.
GTCO CALCOMP	Canada	TMA697788	Registered October 2, 2007.
GTCO CALCOMP	Europe	5,057,773	Registered effective May 4, 2006.
INTERWRITE	Europe	5,052,386	Registered effective May 3, 2006.
INTERWRITE	Mexico	944,065	Registered effective June 23, 2006.
INTERWRITE RESPONSE	Mexico	979,048	Registered effective February 9, 2007.
INTERWRITE SCHOOLBOARD	Europe	5,052,402	Registered effective May 3, 2006.
INTERWRITE SCHOOLBOARD	Mexico	959,129	Registered effective June 23, 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 WORKSPACE	Europe	5663711	Registered November 20, 2007.
INTERWRITE WORKSPACE	Mexico	977842	Registered effective February 9, 2007.

**Foreign Trademark Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No.</b>	<b>Application Status</b>
GTCO CALCOMP	Brazil	828620431	Published September 5, 2006.
GTCO CALCOMP	China	Awaiting filing details.	Filed November 20, 2007.
GTCO CALCOMP	Taiwan	Awaiting filing details.	Filed November 22, 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	India	1529230	Filed February 8, 2007.
INTERWRITE	Korea (South)	2007-51945	Filed October 8, 2007.
INTERWRITE CRICKET	Europe	5765871	Filed March 16, 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	India	1529231	Filed February 8, 2007.
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.

Mark	Jurisdiction	Serial No.	Application Status
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	Published July 23, 2007 for opposition for 90 days.
INTERWRITE RESPONSE	India	1529233	Filed February 8, 2007.
INTERWRITE SCHOOLBOARD	Brazil	828620458	Published September 5, 2006.
INTERWRITE SCHOOLBOARD	Canada	1,301,598	Published August 29, 2007.
INTERWRITE SCHOOLPAD	Brazil	828620466	Published September 5, 2006.
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	Application published July 16, 2007 for opposition for 90 days. Pending Registration.
INTERWRITE WORKSPACE	India	1529229	Filed February 8, 2007.

**SCHEDULE C**

**UNREGISTERED TRADEMARKS**