

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 Corporation		03/30/2012	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3829312	CPS
Registration Number:	3829311	CPS PULSE
Registration Number:	3826163	EI
Registration Number:	3686929	EI
Registration Number:	3815536	EI COMMUNITY
Registration Number:	3702562	EI EINSTRUCTION SIMPLE SOLUTIONS. REAL RESULTS.
Registration Number:	3658984	EINSTRUCTION
Registration Number:	3760947	EINSTRUCTION
Registration Number:	3897851	EINSTRUCTION
Registration Number:	3761039	EINSTRUCTION
Registration Number:	3674249	INTERWRITE DUALBOARD
Registration Number:	3710051	INTERWRITE MOBI
Registration Number:	3756108	VCLICKER
Serial Number:	85458420	INSIGHT 360

CH \$390.00 3829312

Serial Number:

85458423

MOBI 360

CORRESPONDENCE DATA

Fax Number:

3129939767

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone:

312-993-2698

Email:

magdalini.rizakos@lw.com

Correspondent Name:

Magdalini Rizakos c/o Latham & Watkins

Address Line 1:

233 South Wacker Drive, Suite 5800

Address Line 4:

Chicago, ILLINOIS 60606

NAME OF SUBMITTER:

Magdalini Rizakos

Signature:

/mr/

Date:

04/19/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 30, 2012, is made by eInstruction Corporation (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 (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Second 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 Grantor, eInstruction Holdings, Inc., the other Credit Parties party thereto, the Lenders from time to time party thereto and GE Capital, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to that certain Guaranty and Security Agreement (Second Lien), 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 Grantor; 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 to make their respective extensions of credit to the Grantor 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 CORPORATION
as Grantor

By: 
Name: Tim Tork
Title: CEO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement (Second Lien)]

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 CORPORATION
as Grantor

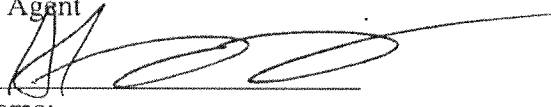
By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 

Name: **Alfredo Wang**

Title: **Duly Authorized Signatory**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Registered Marks:

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Date Registered</u>
CPS	U.S.	3,829,312	August 3, 2010
CPS PULSE	U.S.	3,829,311	August 3, 2010
EI	U.S.	3,826,163	July 27, 2010
EI & Design (color)	U.S.	3,686,929	September 22, 2009
EI COMMUNITY	U.S.	3,815,536	July 6, 2010
EI EINSTRUCTION SIMPLE SOLUTIONS. REAL RESULTS. & Design	U.S.	3,702,562	October 27, 2009
EINSTRUCTION	U.S.	3,658,984	July 21, 2009
EINSTRUCTION	U.S.	3,760,947	March 16, 2010
EINSTRUCTION	U.S.	3,897,851	December 28, 2010
EINSTRUCTION	U.S.	3,761,039	March 16, 2010
INTERWRITE DUALBOARD	U.S.	3,674,249	August 25, 2009
INTERWRITE MOBI	U.S.	3,710,051	November 10, 2009
VCLICKER	U.S.	3,756,108	March 2, 2010

Trademark
Applications:

<u>Mark</u>	<u>Jurisdiction</u>	<u>Application</u> <u>No.</u>	<u>Date Filed</u>
INSIGHT 360	U.S.	85,458,420	10-27-2011
MOBI 360	U.S.	85,458,423	10-27-2011