

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<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
eInstruction Corporation		08/05/2013	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Turning Technologies, LLC
<b>Street Address:</b>	255 West Federal Street
<b>City:</b>	Youngstown
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44503
<b>Entity Type:</b>	CORPORATION: OHIO

**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 R
Registration Number:	3658984	EINSTRUCTION
Registration Number:	3760947	EINSTRUCTION
Registration Number:	3897851	EINSTRUCTION
Registration Number:	3761039	EINSTRUCTION
Registration Number:	2307994	EXAMVIEW
Serial Number:	85458420	INSIGHT 360
Registration Number:	3674249	INTERWRITE DUALBOARD
Registration Number:	3710051	INTERWRITE MOBI

OP \$390.00 3829312

Serial Number:

85458423

MOBI 360

**CORRESPONDENCE DATA**

Fax Number: 2163634588

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

Phone: 216.363.4677

Email: trademark@beneschlaw.com

Correspondent Name: Duncan H. Poirier

Address Line 1: Benesch Friedlander Coplan & Aronoff LLP

Address Line 2: 200 Public Square, Suite 2300

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:

26901-232

NAME OF SUBMITTER:

Duncan H. Poirier

Signature:

/Duncan H. Poirier/

Date:

08/19/2013

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Trademark Assignment**”), effective the 6th day of August, 2013 is made and entered into by **eInstruction Corporation** with a principal place of business at 308 N. Carroll Drive, Denton, Texas 76201 (the “**Assignor**”) in favor of **Turning Technologies, LLC**, with a principal place of business at 255 West Federal Street, Youngstown, Ohio 44503 (the “**Assignee**”).

WHEREAS, Assignor owns all right, title and interests in and to the trademarks, trademark applications and trademark registrations identified and set forth on the attached Schedule A, and all goodwill associated therewith (collectively, the “Marks”);

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor’s right, title and interest in and to the Marks and all goodwill associated with the Marks.

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

1. Assignor hereby irrevocably sells, conveys, assigns and transfers unto Assignee all of Assignor’s right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith, including, without limitation, all registrations and applications therefor, all rights that have accrued under common law, all renewals and extensions of the registration and all corresponding rights that are or may be secured under the laws of the United States for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment has not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution and other violation of the foregoing, and all rights to recover damages, including lost profits, due or accrued, or receive injunctive relief in connection therewith, and all rights corresponding thereto worldwide.

2. Assignee may elect to record this Trademark Assignment with any trademark office, including the USPTO, and all costs and fees in connection with recording this Trademark Assignment shall be paid at the sole expense of the Assignee.

3. If necessary, Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as reasonably necessary to effectuate the purposes of this Trademark Assignment, at Assignee’s sole cost and expense.

4. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of New York.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first written above.

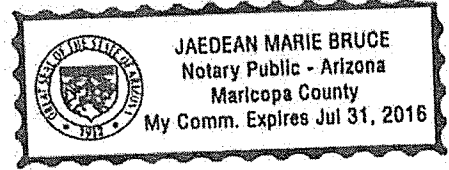
eInstruction Corporation

By: [Signature]  
Rich Fennessy, President and CEO

STATE OF Arizona )  
 ) ss:  
COUNTY OF Maricopa )

On this 5<sup>th</sup> day of August, 2013, before me appeared Rich Fennessy, the person who signed this instrument, who acknowledged that she/he signed it as a free act on behalf of eInstruction Corporation with authority to do so.

JaeDean Marie Bruce  
Notary Public



Turning Technologies, LLC

By: \_\_\_\_\_  
Michael Broderick, Chief Executive Officer

STATE OF OHIO )  
 ) ss:  
COUNTY OF MAHONING )

On this \_\_\_\_ day of August, 2013, before me appeared Michael Broderick, the person who signed this instrument, who acknowledged that she/he signed it as a free act on behalf of Turning Technologies, LLC with authority to do so.

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



Schedule A – Trademarks  
United States

Mark	Filed	Application No.	Registration Date	Registration No.
CPS	May 5, 2009	77729463	August 3, 2010	3829312
CPS PULSE	May 5, 2009	77729453	August 3, 2010	3829311
CUETAG	March 12, 2012	85567312		
EI	May 2, 2009	77727636	July 27, 2010	3826163
EI & Design	March 27, 2008	77433765	September 22, 2009	3686929
EI COMMUNITY	May 1, 2009	77726705	July 6, 2010	3815536
EINSTRUCTION SIMPLE SOLUTIONS. REAL RESULTS. & Design	March 27, 2008	77433320	October 27, 2009	3702562
EINSTRUCTION	March 27, 2008	77432768	July 21, 2009	3658984
EINSTRUCTION	July 31, 2009	77794269	March 16, 2010	3760947
EINSTRUCTION	July 31, 2009	77794277	December 28, 2010	3897851
EINSTRUCTION	August 3, 2009	77795267	March 16, 2010	3761039
EXAMVIEW	June 24, 1998	75506196	January 11, 2000	2307994
INSIGHT 360	October 27, 2011	85458420		
INTERWRITE DUALBOARD	August 21, 2008	77552871	August 25, 2009	3674249
INTERWRITE MOBI	August 21, 2008	77552874	November 10, 2009	3710051
MOBI 360	October 27, 2011	85458423		