

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
GENERAL ELECTRIC CAPITAL CORPORATION		05/14/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
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	

TRADEMARK

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: 6508134848

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

Email: patents@dechert.com

Correspondent Name: ALON GOLDBERGER

Address Line 1: 2440 WEST EL CAMINO REAL

Address Line 4: MT VIEW, CALIFORNIA 94040

ATTORNEY DOCKET NUMBER:	383932-121924
NAME OF SUBMITTER:	ALON GOLDBERGER
Signature:	/ALON GOLDBERGER/
Date:	05/29/2012

Total Attachments: 8

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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This Assignment of Trademark Security Agreement (this "Assignment") is made as of May 14, 2012, by General Electric Capital Corporation ("Assignor") in favor of Ares Capital Corporation ("Assignee").

WHEREAS, eInstruction Corporation, a Texas corporation (the "Borrower"), eInstruction GTCO Holdings, LLC, a Delaware limited liability company (the "Company"), certain of the Borrower's affiliates as "Credit Parties", certain financial institutions as "Lenders" and Assignor as "Agent" for the Lenders entered into (A) that certain Amended and Restated Second Lien Credit Agreement, dated as of December 28, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), (B) that certain Guaranty and Security Agreement, dated as of July 2, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and (C) that certain Trademark Security Agreement, dated as of December 28, 2007 (the "Trademark Security Agreement") pursuant to which Agent and the Lenders extended loans and other financial accommodations to the Credit Parties and the Company granted a security interest in certain personal property and real property, including the Trademark Collateral (as defined in the Trademark Security Agreement) to Agent for the benefit of itself and the Lenders.

WHEREAS, the Borrower, the Company, the other Credit Parties, the Lenders, Assignor, and Assignee, are parties to that certain Agency Assignment and Acceptance, dated as of May 14, 2012 (the "Agency Assignment and Acceptance"), pursuant to which Assignor resigned from its capacity as Agent under the Second Lien Credit Agreement and the related loan documents, Assignee was appointed as Agent under the Second Lien Credit Agreement and the related loan documents and Assignor assigned all of its rights under the Security Agreement and the Trademark Security Agreement to Assignee.

WHEREAS, in connection with the Agency Assignment and Acceptance, Assignor, solely in its capacity as Agent under the Second Lien Credit Agreement, desires to assign to Assignee all of its rights, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

- I. **Definitions.** Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Second Lien Credit Agreement and the Security Agreement.
- II. **Assignment.** Assignor hereby assigns to Assignee all of Assignor's, solely in its capacity as Agent under the Second Lien Credit Agreement, rights, title and interest in, to and under the Trademark Collateral, including all Trademarks and all IP Licenses listed on Schedule 1 hereto, and, for the avoidance of doubt, none of its rights, title and interest in, to and under the Trademark Collateral in its capacity as Agent under the First Lien Credit Agreement. This assignment is made without recourse, representations and warranties of any kind or nature.

- III. **Governing Law.** This Assignment 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.
- IV. **Counterparts.** This Assignment 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment by their duly authorized officers as of the day and year first above written.

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Assignor**

By: Heidi Rinehart
Name: Heidi Rinehart
Title: Vice President

**ARES CAPITAL CORPORATION, as
Assignee**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Assignment by their duly authorized officers as of the day and year first above written.

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Assignor**

By: _____
Name: _____
Title: _____

**ARES CAPITAL CORPORATION, as
Assignee**

By: Michael L. Smith
Name: Michael L. Smith
Title: Authorized Signatory

Schedule 1

Trademark Registration

1. REGISTERED TRADEMARKS

<u>Marks</u>		<u>Registration</u>		<u>IP licenses or other rights granted</u>
<u>Registered Trademark</u>	<u>Jurisdiction</u>	<u>No.</u>	<u>Date Filed</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 SCHOOLPAD	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, 1068.

2. TRADEMARK APPLICATION

None