

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
elInstruction Corporation	03/30/2012
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7925200
Application Number:	12710007
Application Number:	12777280
Application Number:	12640017
Application Number:	12435460
CORRESPONDENCE DATA	
Fax Number:	(312)993-9767
Phone:	312-993-2698
Email:	magdalini.rizakos@lw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
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
Total Attachments: 5	

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PATENT SECURITY AGREEMENT

THIS PATENT 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 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 Grantor, 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 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, 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, the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the L/C Issuers 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 Patent 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 "Patent Collateral"):

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

all reissues, reexaminations, continuations, continuations-in-part, divisionals, 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 Patent 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 Patent 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 Patent 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 Patents and IP Licenses subject to a security interest hereunder.

Section 6. Counterparts. This Patent 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.

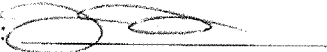
Section 7. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Patent 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 Torn
Title: CEO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name:
Title:

[Signature Page to Patent Security Agreement (First Lien)]

IN WITNESS WHEREOF, the Grantor has caused this Patent 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

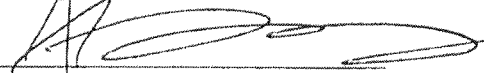
By: _____

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**

[Signature Page to Patent Security Agreement]

PATENT
REEL: 028003 FRAME: 0455

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations/Applications

Registered Patents:

<u>Title</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Date Issued</u>
System and Method for Communicating with Students in an Education Environment	U.S.	7,925,200	April 12, 2011

Patent Application:

<u>Title</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Date Filed</u>	<u>IP licenses or other rights granted</u>
Method and Apparatus for Engaging Functionality with a Color Tag	U.S.	12/710,007	February 22, 2010	
Interactive Student Response and Content Sharing System	U.S.	12/777,280	May 11, 2010	
Dual Pen Interactive Whiteboard System	U.S.	12/640,017	December 17, 2009	
Charging and Security Station for Multiple Wireless Tablets	U.S.	12/435,460	May 5, 2009	