

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |  |
|-----------------------|--|
| SUBMISSION TYPE:      | NEW ASSIGNMENT                               |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

**CONVEYING PARTY DATA**

| Name              | Formerly | Execution Date | Entity Type                         |
|-------------------|----------|----------------|-------------------------------------|
| Duraco, Inc.      |          | 05/02/2007     | CORPORATION: DELAWARE               |
| TeachersTape, LLC |          | 05/02/2007     | LIMITED LIABILITY COMPANY: ILLINOIS |

**RECEIVING PARTY DATA**

|                 |                        |
|-----------------|------------------------|
| Name:           | Duraco DAS Inc.        |
| Street Address: | 1625 Ashton Park Drive |
| City:           | Colonial Heights       |
| State/Country:  | VIRGINIA               |
| Postal Code:    | 23834                  |
| Entity Type:    | CORPORATION: VIRGINIA  |

**PROPERTY NUMBERS Total: 7**

| Property Type        | Number  | Word Mark    |
|----------------------|---------|--------------|
| Registration Number: | 2426526 | DURACO       |
| Registration Number: | 2568944 | REMO ONE     |
| Registration Number: | 2560974 | TWIN STICK   |
| Registration Number: | 2560973 | REMO TWO     |
| Registration Number: | 2560972 | DUBL KOTE    |
| Registration Number: | 1595361 | D DURACO     |
| Registration Number: | 2924516 | TEACHERSTAPE |

**CORRESPONDENCE DATA**

Fax Number: (804)344-7999  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 804-788-8523  
 Email: HWRITM@hunton.com  
 Correspondent Name: Edward T. White

CH \$190.00 2426526

Address Line 1: 951 East Byrd Street  
Address Line 2: Riverfront Plaza, East Tower  
Address Line 4: Richmond, VIRGINIA 23219-4074

|                         |                   |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 67312.7           |
| NAME OF SUBMITTER:      | Edward T. White   |
| Signature:              | /Edward T. White/ |
| Date:                   | 05/09/2007        |

Total Attachments: 5  
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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement"), dated as of the 2<sup>nd</sup> day of May, 2007, between, on the one hand, Duraco, Inc., a Delaware corporation, and TeachersTape, LLC, an Illinois limited liability company (collectively "Assignors"), and, on the other hand, Duraco DAS Inc., a Virginia corporation ("Assignee"), recites and provides as follows:

A. WHEREAS, Assignors own all right, title, and interest, including all intellectual property rights and other proprietary rights, in and to all of the trademarks, service marks, trade names, copyrights, copyrighted works, domain names, registrations, and other items listed and identified in Exhibit A, together with the goodwill of the business symbolized thereby (collectively, the "Intellectual Property"); and

B. WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated April 18, 2007, by and among the Assignors, Assignee and Steven Yacyshyn, as an individual, Assignors desire to assign to Assignee, and Assignee desires to acquire from Assignors, all of the Intellectual Property and all of the rights therein;

NOW, THEREFORE, for good and valuable consideration, including the consideration set forth in that certain Purchase Agreement, the receipt and adequacy of which are hereby acknowledged, Assignors and Assignee agree as follows:

1. Assignment of Rights. Assignors hereby sell, assign, and transfer to Assignee all of Assignors' right, title and interest in and to the Intellectual Property, together with all of the goodwill of the business symbolized by the Intellectual Property, as well as any claims by Assignors for damages or other remedies by reason of any past infringement of the Intellectual Property.

2. Assistance in Protecting and Enforcing Rights. Upon Assignee's request, Assignors will provide such reasonable assistance as may be necessary or appropriate, in Assignee's judgment, for Assignee to protect and enforce its rights in the Intellectual Property, including but not limited to providing information, affidavits, declarations, and testimony in connection with litigation, arbitration, mediation, opposition, and interference proceedings.

3. No Representations. The Assignors make no representations or warranties with respect to the Intellectual Property being assigned hereunder except for those representations and warranties specifically made in the Purchase Agreement

4. Entire Agreement. This Agreement is executed and delivered pursuant to the Purchase Agreement. The Purchase Agreement and this Agreement set forth the entire agreement and understanding of the parties with respect to the matters contemplated by this Agreement. To the extent there is any inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement shall control and prevail.

5. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois without giving effect to the principles of conflicts of law thereof.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Assignors have executed this Intellectual Property Assignment effective as of the date written above.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

ATTEST:

DURACO, INC.  
(Assignor)

By: \_\_\_\_\_  
Its: presidents

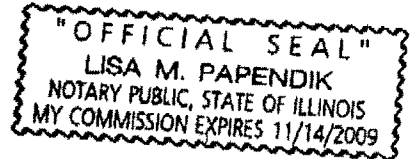


State of Illinois  
City/County of Cook

On this 1 day of May, 2007, personally appeared before me, Steve Yacyszyn, who is the President of Duraco, Inc., who is duly authorized to execute the foregoing Intellectual Property Assignment on behalf of Duraco, Inc., for the uses and purposes herein mentioned.

Witness my hand and official seal:

My commission expires: 11-14-2009



Lisa M. Papendik  
Notary Public

ATTEST:

TEACHERSTAPE, LLC  
(Assignor)

By: \_\_\_\_\_  
Its: presidents

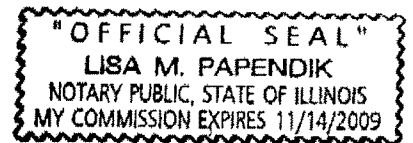


State of Illinois  
City/County of Cook

On this 1 day of May, 2007, personally appeared before me, Steve Yacyszyn who is the President of TeachersTape, LLC, who is duly authorized to execute the foregoing Intellectual Property Assignment on behalf of TeachersTape, LLC, for the uses and purposes herein mentioned.

Witness my hand and official seal:

My commission expires: 11-14-2009



Lisa M. Papendik

ATTEST:

DURACO DAS INC.  
(Assignee)

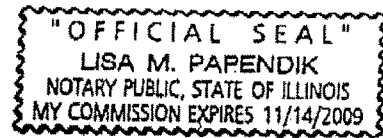
By: Brett York  
Its: President

State of Illinois  
City/County of Cook

On this 1 day of May, 2007, personally appeared before me, Brett York, who is the President of Duraco DAS Inc., who is duly authorized to execute the foregoing Intellectual Property Assignment on behalf of Duraco DAS Inc., for the uses and purposes herein mentioned.

Witness my hand and official seal:

My commission expires: 11-14-2009



Lisa M Papendik  
Notary Public

**Exhibit A**  
**Schedule of Intellectual Property**

**Trademarks**

| <b>MARK</b>  | <b>OWNER</b>         | <b>STATUS</b>  | <b>NEXT DEADLINE</b>                   |
|--|----------------------|--|--|
| DURACO<br>Reg. No. 2,426,526<br>Registered 02/06/2001            | Duraco, Inc.         | Registered<br>8/15 Accepted &<br>Acknowledged<br>Date of Status:<br>03/13/2007 | Renewal due<br>02/06/2011              |
| REMO ONE<br>Reg. No. 2,568,944<br>Registered 05/14/2002          | Duraco, Inc.         | Registered   | 8/15 Due<br>05/14/2007 -<br>05/14/2008 |
| TWIN STICK<br>Reg. No. 2,560,974<br>Registered 04/16/2002        | Duraco, Inc.         | Registered   | 8/15 Due<br>04/16/2007 -<br>04/16/2008 |
| REMO TWO<br>Reg. No. 2,560,973<br>Registered 04/16/2002          | Duraco, Inc.         | Registered   | 8/15 Due<br>04/16/2007 -<br>04/16/2008 |
| DUBL KOTE<br>Reg. No. 2,560,972<br>Registered 04/16/2002         | Duraco, Inc.         | Registered   | 8/15 Due<br>04/16/2007 -<br>04/16/2008 |
| D DURACO (design)<br>Reg. No. 1,595,361<br>Registered 05/08/1990 | Duraco, Inc.         | Renewed<br>2000  | Next Renewal<br>05/08/2010             |
| TEACHERSTAPE<br>Reg. No. 2,924,516<br>Registered 02/01/2005      | TeachersTape,<br>LLC | Registered   | 8/15 Due<br>02/01/2010 -<br>02/01/2011 |

**Domain names**

**Registered to Duraco, Inc.**

| <b>DOMAIN NAME</b> | <b>EXPIRATION DATE</b> |
|--------------------|------------------------|
| duracoinc.com      | 04/12/2008             |
| twinstick.com      | 06/26/2009             |
| dublkote.com       | 06/26/2009             |
| ns901.com          | 06/26/2009             |
| remoone.com        | 06/26/2009             |
| remotwo.com        | 06/26/2009             |