

## 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: 3			
Property Type	Number	Word Mark	
Registration Number:	2307994	EXAMVIEW	
Registration Number:	2793124	MINDPOINT	
Registration Number:	2915281	LESSONVIEW	
CORRESPONDENCE DATA			
Fax Number:	6508134848		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	patents@dechert.com		
Correspondent Name:	ALON GOLDBERGER		
Address Line 1:	2440 EL CAMINO REAL		
Address Line 2:	SUITE 700		
Address Line 4:	MT VIEW, CALIFORNIA 94040		
ATTORNEY DOCKET NUMBER:	383932-121924		
NAME OF SUBMITTER:	ALON GOLDBERGER		

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Signature:	/ALON GOLDBERGER/
Date:	05/29/2012
Total Attachments: 5 source=Document133#page1.tif source=Document133#page2.tif source=Document133#page3.tif source=Document133#page4.tif source=Document133#page5.tif	

## 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"), FSCreations, Inc., an Ohio corporation (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 July 2, 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**

Registered Trademarks

EXAMVIEW; U.S. Registration No. 2,30,994; Registered 1-11-2000

MINDPOINT; U.S. Registration No. 2,793,124; Registered 12-09-2003

LESSONVIEW; U.S. Registration No. 2,915,281; Registered 12-28-2004