

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: 19

Property Type	Number	Word Mark
Registration Number:	2591395	EINSTRUCTION
Registration Number:	3145795	ENGAGING KIDS IN...
Registration Number:	2492022	EINSTRUCTION
Registration Number:	2850605	EI
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 RESULTS.
Registration Number:	3658984	EINSTRUCTION
Registration Number:	3760947	EINSTRUCTION
Registration Number:	3897851	EINSTRUCTION
Registration Number:	3761039	EINSTRUCTION

TRADEMARK

Registration Number:	3674249	INTERWRITE DUALBOARD
Registration Number:	3710051	INTERWRITE MOBI
Registration Number:	3756108	VCLICKER
Serial Number:	85458420	INSIGHT 360
Serial Number:	85458423	MOBI 360

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 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
Signature:	/ALON GOLDBERGER/
Date:	05/29/2012

Total Attachments: 6

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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENTS

This Assignment of Trademark Security Agreements (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 "Company"), certain of its 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"), (C) that certain Trademark Security Agreement, dated as of July 2, 2007 (the "2007 Trademark Security Agreement") and (D) that certain Trademark Security Agreement, dated as of March 30, 2012 (the "2012 Trademark Security Agreement", and together with the 2007 Trademark Security Agreement, the "Trademark Security Agreements") pursuant to which Agent and the Lenders extended loans and other financial accommodations to the Company and the Company granted a security interest in certain personal property and real property, including the Trademark Collateral (as defined in the Trademark Security Agreements) to Agent for the benefit of itself and the Lenders.

WHEREAS, 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 Agreements 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

DocId: 31110811
Date: 07/10/07

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/Applications

<u>Registered Marks: Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Date Registered</u>
eInstruction and design	U.S.	2,591,395	July 9, 2002
Engaging Kids in...	U.S.	3,145,795	September 19, 2006
eInstruction and design	U.S.	2,492,022	September 25, 2001
eI and design	U.S.	2,850,605	June 8, 2004
CPS	U.S.	3,829,312	August 3, 2010
CPS PULSE	U.S.	3,829,311	August 3, 2010
EI	U.S.	3,826,163	July 27, 2010
EI & Design (color)	U.S.	3,686,929	September 22, 2009
EI COMMUNITY	U.S.	3,815,536	July 6, 2010
EI EINSTRUCTION SIMPLE SOLUTIONS REAL RESULTS & Design	U.S.	3,702,562	October 27, 2009
EINSTRUCTION	U.S.	3,658,984	July 21, 2009
EINSTRUCTION	U.S.	3,760,947	March 16, 2010
EINSTRUCTION	U.S.	3,897,851	December 28, 2010
EINSTRUCTION	U.S.	3,761,039	March 16, 2010
INTERWRITE DUALBOARD	U.S.	3,674,249	August 25, 2009
INTERWRITE MOBI	U.S.	3,710,051	November 10, 2009
VCLICKER	U.S.	3,756,108	March 2, 2010

<u>Trademark Applications:</u> <u>Mark:</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Date Filed</u>
eInstruction and design	Canada	1,317,463	September 21, 2006
eInstruction and design	China	5,550,599	August 18, 2006
eInstruction and design	Community Trademark	5,241,161	August 4, 2006
eInstruction and design	Mexico	799,242	August 9, 2006
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eInstruction and design	India	1,4876,519	September 12, 2006
eInstruction and design	Singapore	T06/24583B	November 14, 2006
eInstruction and design	Singapore	T06/24584J	November 14, 2006
INSIGHT 360	U.S.	85,458,420	10-27-2011
MOBI 360	U.S.	85,485,423	10-27-2011