

10-04-2001



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9.28.01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

282

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Education Management Corporation

Execution Date
Month Day Year
09 20 01

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Pennsylvania

Receiving Party

Mark if additional names of receiving parties attached

Name National City Bank of Pennsylvania

DBA/AKA/TA _____

Composed of _____

Address (line 1) 20 Stanwix Street

Address (line 2) _____

Address (line 3) Pittsburgh Pennsylvania 15222
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other Bank
- Citizenship/State of Incorporation/Organization _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

10/03/2001 LMUELLER 00000060 2204632

01 FC:481
02 FC:482

40.00 DP
525.00 DP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

See attached
Schedule A

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Michael L. Dever

Name of Person Signing

Signature

9/25/01

Date Signed

**SCHEDULE A
TO
PATENT TRADEMARK AND COPYRIGHT SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

Trademarks:

Owner	Mark	Registration No.	Date	State
EDUCATION MANAGEMENT CORPORATION	THE ART INSTITUTE OF LOS ANGELES	2,204,632	11/17/1998	Registered
EDUCATION MANAGEMENT CORPORATION	AI ART INSTITUTE INTERNATIONAL & Design	1,652,020	7/23/1991	Registered
EDUCATION MANAGEMENT CORPORATION	THE NATIONAL CENTER FOR PROFESSIONAL PLACEMENT	2,254,586	6/15/1999	Registered
EDUCATION MANAGEMENT CORPORATION	AI THE ART INSTITUTES INTERNATIONAL	2,262,221	7/20/1999	Registered
EDUCATION MANAGEMENT CORPORATION	THE ART INSTITUTE OF PITTSBURGH	1,602,968	6/19/1990	Registered
EDUCATION MANAGEMENT CORPORATION	ART INSTITUTE OF FORT LAUDERDALE	1,601,475	6/12/1990	Registered
EDUCATION MANAGEMENT CORPORATION	ART INSTITUTE OF ATLANTA	1,604,098	6/26/1990	Registered
EDUCATION MANAGEMENT CORPORATION	ART INSTITUTE OF HOUSTON*	1,602,967	6/19/1990	Registered
EDUCATION MANAGEMENT CORPORATION	ART INSTITUTE OF PHILADELPHIA	1,605,991	7/10/1990	Registered
EDUCATION MANAGEMENT CORPORATION	ART INSTITUTE OF SEATTLE	1,604,099	6/26/1990	Registered
EDUCATION MANAGEMENT CORPORATION	THE ART INSTITUTE OF DALLAS	1,621,670	11/6/1990	Registered
EDUCATION MANAGEMENT CORPORATION	THE SCHOOL OF CULINARY ARTS & Design	1,705,480	8/4/1992	Registered
EDUCATION MANAGEMENT CORPORATION	THE NEW YORK RESTAURANT SCHOOL	2,473,465	7/31/2001	Registered
EDUCATION MANAGEMENT CORPORATION	THE ILLINOIS INSTITUTE OF ART	2,409,652	11/28/2000	Registered
EDUCATION MANAGEMENT CORPORATION	THE NATIONAL CENTER FOR PARALEGAL TRAINING	2,447,724	5/1/2001	Registered
EDUCATION MANAGEMENT CORPORATION	NCPT	2,412,620	12/12/2000	Registered
EDUCATION MANAGEMENT CORPORATION	THE ART INSTITUTE OF PHOENIX	2,204,631	11/17/1998	Registered
EDUCATION MANAGEMENT CORPORATION	THE ART INSTITUTE OF PORTLAND	2,381,997	8/29/2000	Registered
EDUCATION MANAGEMENT CORPORATION	THE ART INSTITUTE OF CHARLOTTE	2,411,522	12/5/2000	Registered
EDUCATION MANAGEMENT CORPORATION	THE ART INSTITUTE OF WASHINGTON	2,382,003	8/29/2000	Registered
EDUCATION MANAGEMENT CORPORATION	THE ART INSTITUTE OF COLORADO	2,378,294	8/15/2000	Registered
EDUCATION MANAGEMENT CORPORATION	AI (Stylized)	2,371,036	7/25/2000	Registered

*This registration was erroneously cancelled by the PTO, but proof of timely renewal has been submitted to the PTO and the registration should be reinstated shortly.

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of September 20, 2001, is entered into by and between EDUCATION MANAGEMENT CORPORATION, a Pennsylvania corporation (the "Borrower" or the "Pledgor") and NATIONAL CITY BANK OF PENNSYLVANIA, as Agent for the Banks (the "Secured Party") under the Credit Agreement (defined below).

WITNESSETH THAT:

WHEREAS, pursuant to that Amended and Restated Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"), dated as of September 20, 2001, by and among the Pledgor, the Banks from time to time party thereto (the "Banks"), FIRST UNION NATIONAL BANK, as Syndication Agent, SUNTRUST BANK, as Syndication Agent, FLEET NATIONAL BANK, as Documentation Agent and THE CHASE MANHATTAN BANK, as Documentation Agent and Secured Party, Secured Party and the Banks have agreed to provide certain loans and financial accommodations to the Pledgor; and

WHEREAS, the Pledgor has agreed, among other things, to grant a security interest to the Secured Party for the benefit of the Banks and Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings given to them in the Credit Agreement.

2. To secure the full payment and performance of all obligations and all other liabilities of the Pledgor now or hereafter existing under the Credit Agreement, the Notes, the Guaranty Agreement, and the other Loan Documents, including, without limitation, all obligations, liabilities and indebtedness from time to time of the Debtor to the Agent or any of the Banks or any Affiliate of any Bank under or in connection with the Credit Agreement or any other Loan Document, as any one or more of them may from time to time be amended, restated, modified or supplemented, whether for principal, interest, fees, indemnities, expenses, or otherwise, and all refinancings or refundings thereof, whether such obligations, liabilities, or indebtedness are direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Debtor or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any

condition to extension of credit is not satisfied) (the "Secured Obligations"), the Pledgor hereby grants and conveys a security interest to Secured Party for the benefit of each of the Banks and the Agent and their respective Affiliates in the entire right, title, and interest of the Pledgor in and to all trade names, patent applications, patents, trademark applications, trademarks, servicemarks, and copyrights, whether now existing or hereafter acquired or arising, including, without limitation, those listed on Schedule A hereto, and all proceeds of any of the foregoing (including, without limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate (collectively, the "Patents, Trademarks and Copyrights").

3. The Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of the Pledgor's knowledge each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of its Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by the Pledgor not to sue third persons;

(d) the Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to the Pledgor or, to the knowledge of the Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) the Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) the Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10;

(h) the Pledgor's correct legal name and jurisdiction of incorporation is as set forth on the signature page hereto; and

(i) the Pledgor will not without the prior written consent of the Secured Party, change its jurisdiction of incorporation or merge with or into any other entity.

4. The Pledgor agrees that, until all of the Secured Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with the Pledgor's obligations under this Agreement, without Secured Party's prior written consent which shall not be unreasonably withheld except the Pledgor may license technology in the ordinary course of business without the Secured Party's consent to facilitate the business of Pledgor including agreements with Subsidiaries for the use of the Pledgor's Patents, Trademarks and Copyrights.

5. If, before the Secured Obligations shall have been indefeasibly satisfied in full and the Revolving Credit Commitment, Term Loan Commitment, Swing Loan Commitment, Supplemental Swing Loan Commitment and all Letters of Credit have terminated, the Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and the Pledgor shall give to Secured Party prompt notice thereof in writing. The Pledgor and Secured Party agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Secured Party shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to the Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to the Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which the Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including reasonable fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Secured Party, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to the Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which the Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, the Pledgor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party, as Secured Party may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse the Pledgor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. The Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit the Pledgor; (ii) the Secured Party herein granted this power of attorney shall have NO duty to exercise any powers granted hereunder for the benefit of the Pledgor; and (iii) the Secured Party herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Secured Party and the Banks. The Secured Party hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Secured Party and the Banks. The Pledgor, the Secured Party and the Banks acknowledge, agree and consent that, in accordance with the legislative intent and as allowed by 20 Pa.C.S. § 5601(a), the provisions of 20 Pa.C.S. § 5601 shall NOT apply to this power of attorney or any of the powers granted herein.

8. At such time as Pledgor shall have indefeasibly paid in full all of the Secured Obligations and the Commitments and all Letters of Credit shall have terminated, this Agreement shall terminate and Secured Party shall execute and deliver to the Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgor full title to its Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgor within fifteen (15) days of demand by Secured Party, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

10. The Pledgor shall have the duty, through counsel reasonably acceptable to Secured Party, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Secured Obligations shall have been indefeasibly paid in full and the Commitments and

all Letters of Credit shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgor. The Pledgor shall not abandon any Patent, Trademark or Copyright without the consent of Secured Party.

11. The Pledgor shall have the right, with the consent of Secured Party, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Secured Party, if necessary, as a party to such suit so long as Secured Party is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. The Pledgor shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, costs and expenses, including reasonable legal fees, incurred by Secured Party as a result of such suit or joinder by the Pledgor.

12. (a) No course of dealing between Pledgor and Secured Party, nor any failure to exercise nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) The Secured Party may, at any time and from time to time, without notice to or the consent of the Pledgor unless otherwise required pursuant to the terms of the Secured Obligations, and without impairing or releasing, discharging or modifying the Pledgor's liabilities hereunder, (i) change the manner, place, time or terms of payment or performance of or interest rates on, or any other terms relating to, any of the Secured Obligations; (ii) renew, substitute, modify, impair, amend or alter, or grant consents or waivers relating to any of the Secured Obligations, any other pledge or security agreements, or any security for any Secured Obligations; (iii) apply any and all payments by whomever paid or however realized including any proceeds of any collateral, to any Secured Obligations of the Pledgor in such order, manner and amount as the Secured Party may determine in its sole discretion; (iv) deal with any other person with respect to any Secured Obligations in such manner as the Secured Party deems appropriate in its sole discretion; (v) substitute, exchange, impair or release any security or guaranty; or (vi) take such actions and exercise such remedies hereunder as provided herein. The Pledgor hereby waives (a) presentment, protest, notice of dishonor and notice of non-payment, and (b) all defenses based on suretyship, impairment of collateral, or the like.

13. All of Secured Party's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such

jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that the Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

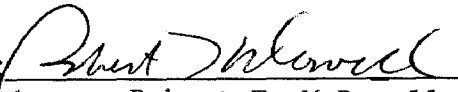
17. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

**[SIGNATURE PAGE 1 OF 2 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

EDUCATION MANAGEMENT CORPORATION

By:  (SEAL)
Name: Robert T. McDowell
Title: Executive Vice President & CFO

**[SIGNATURE PAGE 2 OF 2 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

NATIONAL CITY BANK OF PENNSYLVANIA,
as Agent



By: _____
Name: Vincent J. Delie, Jr.
Title: Senior Vice President

**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED ENCUMBRANCES:**

None.