

06-17-2002



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

**Submission Type**  
 New **FINANCE SECTION 6.11.02**  
 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 **Release of Security Interest**  
 Effective Date  
 Month Day Year \_\_\_\_\_

**Conveying Party**  Mark if additional names of conveying parties attached  
 Name **National City Bank of Pennsylvania** Execution Date  
 Month Day Year **05 29 02**  
 Formerly \_\_\_\_\_  
 Individual  General Partnership  Limited Partnership  Corporation  Association  
 Other **Bank**  
 Citizenship/State of Incorporation/Organization \_\_\_\_\_

**Receiving Party**  Mark if additional names of receiving parties attached  
 Name **Education Management Corporation**  
 DBA/AKA/TA \_\_\_\_\_  
 Composed of \_\_\_\_\_  
 Address (line 1) **300 Sixth Street, Suite 800**  
 Address (line 2) \_\_\_\_\_  
 Address (line 3) **Pittsburgh** **Pennsylvania** **15222**  
 City State/Country Zip Code  
 Individual  General Partnership  Limited Partnership  If document to be recorded is an  
 Corporation  Association assignment and the receiving party is  
 Other \_\_\_\_\_ not domiciled in the United States, an  
 (Designation must be a separate  
 document from Assignment.)  
 Citizenship/State of Incorporation/Organization **Pennsylvania**

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

06/14/2002 DBYRNE 00000183 2204632  
01 FC:481 40.00 DP  
02 FC:482 525.00 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" value="See attached Schedule I"/> | <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"/>            | <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

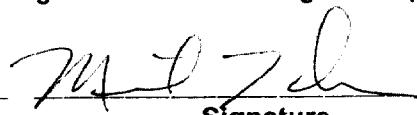
No

**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

6/3/02

Date Signed

**SCHEDULE I****UNITED STATES TRADEMARK REGISTRATIONS**

| <b>MARK</b>                                    | <b>REG. NO.</b> | <b>REG. DATE</b> |
|--|-----------------|------------------|
| THE ART INSTITUTE OF LOS ANGELES               | 2,204,632       | 11/17/1998       |
| AI ART INSTITUTE INTERNATIONAL & Design        | 1,652,020       | 07/23/1991       |
| THE NATIONAL CENTER FOR PROFESSIONAL PLACEMENT | 2,254,586       | 06/15/1999       |
| AI THE ART INSTITUTES INTERNATIONAL            | 2,262,221       | 07/20/1999       |
| THE ART INSTITUTE OF PITTSBURGH                | 1,602,968       | 06/19/1990       |
| ART INSTITUTE OF FORT LAUDERDALE               | 1,601,475       | 06/12/1990       |
| ART INSTITUTE OF ATLANTA                       | 1,604,098       | 06/26/1990       |
| ART INSTITUTE OF HOUSTON*                      | 1,602,967       | 06/19/1990       |
| ART INSTITUTE OF PHILADELPHIA                  | 1,605,991       | 07/10/1990       |
| ART INSTITUTE OF SEATTLE                       | 1,604,099       | 06/26/1990       |
| THE ART INSTITUTE OF DALLAS                    | 1,621,670       | 11/06/1990       |
| THE SCHOOL OF CULINARY ARTS & Design           | 1,705,480       | 08/04/1992       |
| THE NEW YORK RESTAURANT SCHOOL                 | 2,473,465       | 07/31/2001       |
| THE ILLINOIS INSTITUTE OF ART                  | 2,409,652       | 11/28/2000       |
| THE NATIONAL CENTER FOR PARALEGAL TRAINING     | 2,447,724       | 05/01/2001       |
| NCPT   | 2,412,620       | 12/12/2000       |
| THE ART INSTITUTE OF PHOENIX                   | 2,204,631       | 11/17/1998       |
| THE ART INSTITUTE OF PORTLAND                  | 2,381,997       | 08/29/2000       |
| THE ART INSTITUTE OF CHARLOTTE                 | 2,411,522       | 12/05/2000       |
| THE ART INSTITUTE OF WASHINGTON                | 2,382,003       | 08/29/2000       |
| THE ART INSTITUTE OF COLORADO                  | 2,378,294       | 08/15/2000       |
| AI (Stylized)                                  | 2,371,036       | 07/25/2000       |

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\* 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.

**RELEASE OF SECURITY INTEREST**

THIS RELEASE OF SECURITY INTEREST made and entered into this 29<sup>th</sup> day of May, 2002, by NATIONAL CITY BANK OF PENNSYLVANIA ("Secured Party") in favor of EDUCATION MANAGEMENT CORPORATION, a Pennsylvania corporation ("Borrower").

WHEREAS, Secured Party and Borrower are parties to a certain Amended and Restated Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") dated as of September 20, 2001, under which the Secured Party extended loans to Borrower and a certain Patent, Trademark and Copyright Security Agreement dated September 20, 2001 (the "Security Agreement"), and recorded in the United States Patent and Trademark Office on September 28, 2001 at Reel 2377, Frame 0471 under which Borrower granted Secured Party a security interest in certain Patents, Trademarks and Copyrights (as defined in the Security Agreement), including but not limited to the trademark registrations listed in Schedule I attached hereto; and

WHEREAS, Secured Party now desires to release and terminate the Patent, Trademark and Copyright Security Agreement;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Secured Party hereby releases to Borrower all interest which Secured Party possesses or is otherwise entitled to in the Patents, Trademarks and Copyrights (as defined in the Security Agreement), including but not limited to the trademark registrations listed in Schedule I hereto by virtue of such Security Agreement.

IN WITNESS WHEREOF, NATIONAL CITY BANK OF PENNSYLVANIA has executed this Release of Security Interest as of the date first above written.

NATIONAL CITY BANK OF PENNSYLVANIA

By: John L. Hayes IV  
Name: JOHN L. HAYES IV  
Title: VP

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared John L. Hayes IV, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Vice President of NATIONAL CITY BANK OF PENNSYLVANIA and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, on behalf of NATIONAL CITY BANK OF PENNSYLVANIA.

Witness my hand and seal, at office in Pittsburgh, Pennsylvania this the 29<sup>th</sup> day of May, 2002.

Janet L. Furguele  
NOTARY PUBLIC

My Commission Expires:

Notarial Seal  
Janet L. Furguele, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Oct. 28, 2003  
Member, Pennsylvania Association of Notaries