

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
Education Corporation of America		12/21/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Harris Trust and Savings Bank, as Administrative Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Illinois Banking Corporation: ILLINOIS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2567380	CULINARD
Registration Number:	2485230	CULINARD
Registration Number:	2485231	CULINARD THE CULINARY INSTITUTE OF VIRGINIA COLLEGE
Registration Number:	2482439	DEVELOP A TASTE FOR SUCCESS
Registration Number:	2575830	VIRGINIA COLLEGE
Registration Number:	2290212	HEALTHX
Registration Number:	1453592	ECA EDUCATION CORPORATION OF AMERICA

CORRESPONDENCE DATA

Fax Number: (312)863-7496

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3128637194

Email: sonya.szot@goldbergkohn.com

Correspondent Name: Sonya Szot

Address Line 1: 55 E Monroe Street

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:

Sonya Szot

Signature:

/Sonya Szot/

Date:

12/23/2004

Total Attachments: 7

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AMENDED AND RESTATED TRADEMARK COLLATERAL AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK COLLATERAL AGREEMENT (as amended or otherwise modified from time to time, the "Agreement") is made as of December 21, 2004 by and between Education Corporation of America, a Delaware corporation ("Grantor"), and Harris Trust and Savings Bank, an Illinois banking corporation ("HTSB") acting as administrative agent hereunder for the Secured Creditors hereinafter defined (HTSB acting as such administrative agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as the "Administrative Agent").

WITNESSETH

WHEREAS, pursuant to a certain Credit Agreement dated as of December 17, 2002, among Education Corporation of Alabama (the "Borrower"), the Grantor and the other guarantors party thereto, the lenders party thereto and Harris Trust and Savings Bank, as the administrative agent thereunder (such agreement, as amended or otherwise modified through the date hereof, being the "Original Loan Agreement"), the lenders thereunder agreed to make certain financial accommodations to the Borrower; and

WHEREAS, in connection with the Original Loan Agreement, (a) the Borrower, the Grantor and certain other debtors party thereto executed and delivered to Administrative Agent a Security Agreement dated as of December 17, 2002 (as amended or otherwise modified through the date hereof, the "Original Security Agreement"), pursuant to which the Borrower, the Grantor and other Debtors granted to Administrative Agent, for the benefit of the secured creditors described therein, a lien on and security interest in the personal property and fixtures of the Borrower, the Grantor and each such Debtor described therein, and (b) the Grantor executed and delivered to Administrative Agent a Trademark Collateral Agreement dated as of December 17, 2002 (as amended or otherwise modified through the date hereof, the "Original Trademark Collateral Agreement"), pursuant to which the Grantor granted to Administrative Agent, for the benefit of the secured creditors described therein, a lien on and security interest in the trademark property of the Grantor described therein; and

WHEREAS, the Borrower has requested the Administrative Agent and the Lenders agree to amend and restate the Original Loan Agreement, and in connection therewith, the Borrower, the Grantor, the other Guarantors party thereto, HTSB, individually and as Administrative Agent, LaSalle Bank National Association, as Syndication Agent, and the Lenders party thereto have entered into an Amended and Restated Credit Agreement of even date herewith (such Amended and Restated Credit Agreement, as the same may be amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "Credit Agreement"); and

WHEREAS, in connection with the Credit Agreement, the Borrower, the Grantor and the other Debtors party thereto have executed and delivered the Amended and Restated Security Agreement of even date herewith (as amended or otherwise modified from time to time, the "Security Agreement"; all capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreement), pursuant to which, *inter alia*, Grantor has granted to Administrative Agent, for the benefit of the Secured Creditors, a security interest in substantially all of the assets of Grantor, including without limitation all right,

title and interest of Grantor in, to and under all now owned and hereafter acquired or arising trademark applications and trademarks, trade names, trademark licenses and trade styles (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications) (collectively, "Trademarks") to secure the payment of the Obligations under the Credit Agreement; and

WHEREAS, in order to induce the Administrative Agent and the Lenders to enter the Credit Agreement and to extend credit to the Borrower under the Credit Agreement and in order to induce the Secured Creditors to enter into any Hedging Agreement or Funds Transfer and Deposit Account Agreements, and in consideration therefor, Grantor, for the benefit of the Secured Creditors, desires (i) to reaffirm the validity, perfection and priority of the Liens arising under the Original Trademark Collateral Agreement, (ii) to amend and restate the Original Trademark Collateral Agreement in its entirety as set forth in this Agreement and (iii) to grant to the Administrative Agent for the benefit of the Secured Creditors a lien on and security interest in the Trademark property subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Administrative Agent, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Administrative Agent that:

(i) Grantor is the owner of the entire right, title and interest in and to each Trademark listed on Schedule 1 hereto, free and clear of any liens, charges and encumbrances;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark listed on Schedule 1 hereto; and

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms with respect to the Trademarks listed on Schedule 1 hereto.

4. Restrictions on Future Agreements. Except to the extent permitted under the Credit Agreement, Grantor agrees that until the Obligations shall have been satisfied in full and the Credit Agreement and the Security Agreement have been terminated (other than contingent indemnification obligations for which no claim has been asserted), Grantor shall not, without the prior written consent of Administrative Agent, sell or assign its interest in any Trademark listed on Schedule 1 hereto or any other material Trademark, and Grantor further agrees that it shall not take any action or knowingly permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights granted to Administrative Agent under this Agreement.

5. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices.

6. New Trademarks. If, before the Obligations shall have been satisfied in full or before the Credit Agreement and the Security Agreement have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Administrative Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to Administrative Agent prompt written notice thereof. Grantor hereby authorizes Administrative Agent to modify this Agreement by amending Schedule 1 to include any such Trademarks.

7. Litigation. If, before the Obligations shall have been satisfied in full or before the Credit Agreement and the Security Agreement have been terminated, Grantor shall become aware of any suits or actions commenced or threatened with reference to any Trademark, Grantor shall give to Administrative Agent prompt written notice thereof.

8. Duties of Grantor. Grantor shall (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter as reasonably deemed appropriate by Grantor, (ii) preserve and maintain all rights in the Trademarks, as reasonably deemed appropriate by Grantor and (iii) ensure that the Trademarks are and remain enforceable, except, in any case, where Grantor determines in its business judgment that any Trademark or trademark application has nominal value or is not useful to the Grantor's business.

9. Administrative Agent's Right to Sue. During the existence of an Event of Default, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Administrative Agent shall commence any such suit, Grantor shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Administrative Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify


Administrative Agent for all out-of-pocket costs and expenses incurred by Administrative Agent in the exercise of its rights under this Section 9 other than any such costs or expenses incurred by the Administrative Agent as a result of its gross negligence or willful misconduct.

10. Cumulative Remedies; Power of Attorney. Administrative Agent hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Administrative Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Administrative Agent as Administrative Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Administrative Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Administrative Agent deems to be in the best interest of Administrative Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Credit Agreement and the Security Agreement have been terminated. Grantor hereby further acknowledges and agrees that the use by Administrative Agent of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Administrative Agent to Grantor.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

EDUCATION CORPORATION OF AMERICA

By 
Name JIM TELBENT
Title CHIEF FINANCIAL OFFICER

Acknowledged and agreed to in Chicago, Illinois, as of the date first above written:

HARRIS TRUST AND SAVINGS BANK, as
Administrative Agent

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

EDUCATION CORPORATION OF AMERICA

By _____
Name _____
Title _____

Acknowledged and agreed to in Chicago, Illinois, as of the date first above written:

HARRIS TRUST AND SAVINGS BANK, as
Administrative Agent

By Kathleen Collins
Name KATHLEEN J. COLLINS
Title VICE PRESIDENT

[Signature Page to Holdings Amended and Restated Trademark Collateral Agreement]

SCHEDULE 1**TRADEMARKS**

MARK	U.S. APPLICATION NO.	U.S REGISTRATION NO./ REG. DATE
CULINARD	76/299739	2,567,380 5/07/02
CULINARD & design	76/131612	2,485,230 9/04/01
CULINARD THE CULINARY INSTITUTE OF VIRGINIA COLLEGE	76/131666	2,485,231 9/04/01
DEVELOP A TASTE FOR SUCCESS	76/131667	2,482,439 8/28/01
VIRGINIA COLLEGE	76/226187	2,575,830 6/04/02
HEALTHX	75/557144	2,290,212 11/2/99
ECA EDUCATION CORPORATION OF AMERICA	73/622791	1,453,592 8/18/87

TRADEMARK APPLICATIONSTrademarkSerial No.

None.