

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jenzabar, Inc.		03/14/2006	CORPORATION: DELAWARE
Campus America-Tulsa, Inc.		03/14/2006	CORPORATION: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, Inc., as Agent		
Street Address:	One Boston Place, 18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2557986	JENZABAR.COM	
Serial Number:	76578220	JENZABAR	
Serial Number:	78620095	TOTAL CAMPUS MANAGEMENT	
Registration Number:	1429947	TEAMS	
Registration Number:	1428188	TEAMMATE	
Registration Number:	1639589	TEAMS 2000	
Registration Number:	1492057	TEAMSHARE	
Registration Number:	1492056	SPECIAL TEAMS	
Registration Number:	1427348	QUODATA	
Registration Number:	1105065	QDMS	
Registration Number:	2395757	CAMPUSCONNECT	
Registration Number:	2390880	CAMPUSAMERICA	
Registration Number:	1518478	CAMPUS AMERICA	

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Registration Number:	2308967	
Registration Number:	1624821	CAMPUSWORLD
Registration Number:	1514479	POISE
Registration Number:	1140552	POISE

CORRESPONDENCE DATA

Fax Number: (617)951-8736

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

Phone: 617-951-8691

Email: jennifer.kagan@bingham.com

Correspondent Name: Jennifer Kagan

Address Line 1: Bingham McCutchen LLP

Address Line 2: 150 Federal Street

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	0000318594
NAME OF SUBMITTER:	Jennifer Kagan
Signature:	/jenniferkagan/
Date:	04/05/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14 day of March, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 15, 2006 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Jenzabar, Inc., a Delaware corporation, as "Borrower" ("Borrower"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated as of March 15, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all extensions, modifications and renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License,, or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any trademarks, registrations, or applications therefor (including, without limitation, extensions or renewals) which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

JENZABAR, INC.,
a Delaware corporation, as a Grantor

By: RAM 41
Name: Robert A. Maginn, Jr.
Title: CFO and Chairman

CAMPUS AMERICA-TULSA, INC.,
an Oklahoma corporation, as a Grantor

By: RAM 41
Name: Robert A. Maginn, Jr.
Title: CFO, President and Treasurer

SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT

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AGENT:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: 

Name: CHARLES KIM

Title: VP

SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT

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TRADEMARK
REEL: 003283 FRAME: 0228

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Registration No.	Application No.	Registration Date	Application Date
Jenzabar, Inc.	USA	Jenzabar.com	2,557,986		04/09/2002	
Jenzabar, Inc.	USA	Jenzabar		76,578,220		02/26/04
Jenzabar, Inc.	USA	I-3			Unregistered	
Jenzabar, Inc.	USA	Total Campus Management		78,620,095		04/29/05
Jenzabar, Inc.	USA	Jenzabar's Internet Campus Solution			Unregistered	
Jenzabar, Inc.	USA	Smart Solutions for Higher Education			Unregistered	
Jenzabar, Inc.	USA	Teams	1,429,947		02/24/1987	
Jenzabar, Inc.	USA	Teammate	1,428,188		11/18/1986	
Jenzabar, Inc.	USA	Teams 2000	1,639,589		04/02/1991	
Jenzabar, Inc.	USA	Teamshare	1,492,057		06/14/1988	
Jenzabar, Inc.	USA	Special Teams	1,492,056		06/14/1988	
Jenzabar, Inc.	USA	QUODATA	1,427,348		02/03/1987	
Jenzabar, Inc.	USA	QDMS	1,105,065		10/31/1978	
Jenzabar, Inc.	USA	CampusConnect	2,395,757		10/17/2000	
Jenzabar, Inc.	USA	CampusAmerica(USM)	2,390,880		10/03/2000	
Jenzabar, Inc.	USA	Campus America (SM)	1,518,478		12/27/1988	
Jenzabar, Inc.	USA	Triad Logo w/Oval in Circle	2,308,967		01/18/2000	
Jenzabar, Inc.	USA	CampusWorld	1,624,821		11/27/1990	
Jenzabar, Inc.	USA	Poise	1,514,479		11/29/1988	
Jenzabar, Inc.	USA	Poise	1,140,552		10/14/1980	