

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
Aspen Education Group, Inc.		11/17/2006	CORPORATION:
Wilderness Therapy Programs, Inc.		11/17/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Citibank, N.A., in its Capacity as Collateral Agent
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	2732185	ACADEMY AT SWIFT RIVER
Registration Number:	3096937	ACADEMY OF THE SIERRAS
Registration Number:	3086812	ADIRONDACK LEADERSHIP EXPEDITIONS
Registration Number:	2563097	ASPEN ACHIEVEMENT ACADEMY
Registration Number:	2708615	ASPEN EDUCATION GROUP
Registration Number:	2563096	ASPEN RANCH
Registration Number:	2563098	ASPEN YOUTH SERVICES
Registration Number:	3065941	CEDARS ACADEMY
Registration Number:	2906435	COPPER CANYON ACADEMY
Registration Number:	2831911	EXCEL ACADEMY
Registration Number:	2946915	LONE STAR EXPEDITIONS
Registration Number:	3086072	LONE STAR EXPEDITIONS A THERAPEUTIC INTERVENTION
Registration Number:	2679547	MOUNT BACHELOR ACADEMY

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Registration Number:	3001560	NEW LEAF ACADEMY
Registration Number:	2834366	PASSAGES TO RECOVERY
Registration Number:	2869482	PINE RIDGE ACADEMY
Registration Number:	3032191	SAGEWALK
Registration Number:	3049869	
Registration Number:	2831912	STONE MOUNTAIN SCHOOL
Registration Number:	2771762	SUNHAWK ACADEMY
Registration Number:	2771761	SUWS
Registration Number:	2563095	SUWS
Registration Number:	2906175	TALISMAN
Registration Number:	2865021	LEEWAY SCHOOL
Registration Number:	3121521	HEALTHY LIVING ACADEMIES
Registration Number:	3134184	EXPERIENCE SUMMERS THAT CHANGE LIVES
Registration Number:	3147852	HELP FOR TODAY HOPE FOR TOMORROW
Registration Number:	3140273	SUMMERS THAT CHANGE LIVES
Registration Number:	3130657	WELLSPRING
Serial Number:	78903339	360° EDUCATION
Serial Number:	78605537	ASPEN EMOTIONAL GROWTH SCHOOL
Serial Number:	78756685	A
Serial Number:	78605538	ASPEN THERAPEUTIC BOARDING SCHOOL
Serial Number:	78756411	BROMLEY BROOK SCHOOL
Serial Number:	78877069	FOUR CIRCLES RECOVERY CENTER
Serial Number:	78605535	ISLAND VIEW
Serial Number:	78521475	NEW LEAF ACADEMY OF NORTH CAROLINA
Serial Number:	78605534	OAKLEY SCHOOL
Serial Number:	78600496	SEASON'S PROGRAM FOR PRE-ADOLESCENTS
Serial Number:	78924722	STAR STEPS
Serial Number:	78590947	TAKING TIME PROCESS
Serial Number:	78903335	WHOLE CHILD LEARNING
Serial Number:	77005511	ASPEN INSTITUTE FOR BEHAVIORAL ASSESSMENT
Registration Number:	2869481	TURN ABOUT RANCH
Serial Number:	78963700	CLEAR REFLECTIONS

CORRESPONDENCE DATA

Fax Number: (202)756-9299

TRADEMARK
REEL: 003437 FRAME: 0191

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

Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	12/01/2006

Total Attachments: 8

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Trademark Security Agreement

Trademark Security Agreement, dated as of November 17, 2006, by Aspen Education Group, Inc., a California corporation and Wilderness Therapy Programs, Inc., an Oregon corporation (each individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of CITIBANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement dated February 6, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations (other than L/C Obligations that have been fully cash collateralized or supported by a backstop letter of credit in form and substance reasonably satisfactory to the Administrative Agent) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

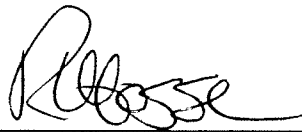
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

ASPEN EDUCATION GROUP, INC.

By: 
Name: Kevin Hogge
Title: Chief Financial Officer


WILDERNESS THERAPY PROGRAMS, INC.

By: 
Name: Kevin Hogge
Title: Chief Financial Officer

[Trademark Security Agreement]

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent

By: 

Name: Aaron Dannenberg
Title: Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 003437 FRAME: 0196

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

<u>Owner</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Date Registered</u>	<u>Trademark</u>
Aspen Education Group, Inc.	78/143371	2732185	7/01/2003	Academy at Swift River
Aspen Education Group, Inc.	78/360547	3096937	5/23/2006	Academy of the Sierras
Aspen Education Group, Inc.	78/254891	3086812	4/25/2006	Adirondack Leadership Expeditions
Aspen Education Group, Inc.	76/064814	2563097	4/23/2002	Aspen Achievement Academy
Aspen Education Group, Inc.	76/300916	2708615	4/22/2003	Aspen Education Group
Aspen Education Group, Inc.	76/064811	2563096	4/23/2002	Aspen Ranch
Aspen Education Group, Inc.	76/064815	2563098	4/23/2002	Aspen Youth Services
Aspen Education Group, Inc.	78/590946	3065941	3/07/2006	Cedars Academy
Aspen Education Group, Inc.	78/272261	2906435	11/30/2004	Copper Canyon Academy

Owner	Serial Number	Registration Number	Date Registered	Trademark
Aspen Education Group, Inc.	78/179748	2831911	4/13/2004	Excel Academy
Aspen Education Group, Inc.	78/179801	2946915	5/03/2005	Lone Star Expeditions & Design
Aspen Education Group, Inc.	78/223762	3086072	4/25/2006	Lone Star Expeditions A Therapeutic Intervention
Aspen Education Group, Inc.	76/064812	2679547	1/28/2003	Mount Bachelor Academy
Aspen Education Group, Inc.	78/458567	3001560	9/27/2005	New Leaf Academy
Aspen Education Group, Inc.	78/179709	2834366	4/20/2004	Passages to Recovery
Aspen Education Group, Inc.	78/254885	2869482	8/03/2004	Pine Ridge Academy
Wilderness Therapy Programs, Inc.	78/520344	3032191	12/20/2005	Sagewalk
Wilderness Therapy Programs, Inc.	78/521114	3049869	1/24/2006	Sagewalk Logo
Aspen Education Group, Inc.	78/179754	2831912	4/13/2004	Stone Mountain School
Aspen Education Group, Inc.	78/179773	2771762	10/07/2003	SunHawk Academy
Aspen Education Group, Inc.	78/179765	2771761	10/07/2003	SUWS
Aspen Education Group, Inc.	76/064810	2563095	4/23/2002	SUWS

<u>Owner</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Date Registered</u>	<u>Trademark</u>
Aspen Education Group, Inc.	78/179701	2906175	11/30/2004	Talisman
Aspen Education Group, Inc.	78/254881	2865481	8/03/2004	Turn About Ranch
Aspen Education Group, Inc.	78/238129	2865021	7/20/2004	Leeway School
Aspen Education Group, Inc.	78/360542	3121521	7/25/2006	Healthy Living Academies
Aspen Education Group, Inc.	78/521473	3,134,184	08/22/06	Experience Summers That Change Lives
Aspen Education Group, Inc.	78/600487	3147852	09/26/06	Help For Today Hope For Tomorrow
Aspen Education Group, Inc.	78/521474	3140273	09/05/2006	Summers That Change Lives
Aspen Education Group, Inc.	78/387965	3,130,657	08/15/2006	Wellspring

Applications:

<u>Owner</u>	<u>Serial Number</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Trademark</u>
Aspen Education Group, Inc.	78/903339	78/903339	6/7/2006	360 Education
Aspen Education Group, Inc.	78/605537	78/605537	4/9/2005	Aspen Emotional Growth School
Aspen Education Group, Inc.	78/756685	78/756685	11/18/2005	Aspen Logo – "A"

Aspen Education Group, Inc.	78/605538	78/605538	4/09/2005	Aspen Therapeutic Boarding School
Aspen Education Group, Inc.	78/756411	78/756411	11/17/2005	Bromley Brook School
Aspen Education Group, Inc.	78/877069	78/877069	5/04/2006	Four Circles Recovery Center
Aspen Education Group, Inc.	78605535	78/605535	4/09/2005	Island View
Aspen Education Group, Inc.	78/521475	78/521475	11/23/2004	New Leaf Academy of North Carolina
Aspen Education Group, Inc.	78/605534	78/605534	4/09/2005	Oakley School
Aspen Education Group, Inc.	78/600496	78/600496	4/01/2005	Season's Program For Pre-Adolescents
Aspen Education Group, Inc.	78/924722	78/924722	7/07/2006	Star Steps
Aspen Education Group, Inc.	78/590947	78/590947	3/18/2005	Taking Time Process
Aspen Education Group, Inc.	78/903335	78/903335	6/07/2006	Whole Child Learning
Aspen Education Group, Inc.	77/005511	77/005511	9/22/06	Aspen Institute For Behavioral Assessment
Aspen Education Group, Inc.	78/963700	78/963700	8/30/2006	Clear Reflections

Licenses: None