

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Supplemental Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Education Management LLC		11/10/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2695238	AEC SOUTHERN OHIO COLLEGE ESTABLISHED 1927 SOC SAPIENTIA SCIENTIA IUSTITIA	
Registration Number:	2677482	AEC TEXAS INSTITUTE EXCELLENCE IN EDUCATION SAPIENTIA SCIENTIA IUSTITIA	
Registration Number:	2677485	ASHER SCHOOL OF BUSINESS EXCELLENCE IN EDUCATION ASB SCIENTIA SAPIENTIA IUSTITIA	
Registration Number:	2677476	COMMONWEALTH BUSINESS COLLEGE ESTABLISHED 1890 CBC SCIENTIA SAPIENTIA IUSTITIA	
Registration Number:	2677481	MICHIANA INSTITUTE ESTABLISHED 1882 M I SAPIENTA IUSTITIA SCIENTIA	
Registration Number:	2677478	MICHIANA COLLEGE ESTABLISHED 1882 SCIENTIA SAPIENTIA IUSTITIA MC	
Registration Number:	2677484	RETS INSTITUTE OF TECHNOLOGY ESTABLISHED 1972 RIT SAPIENTIA SCIENTIA IUSTITIA	
Registration Number:	2677487	RETS MEDICAL & BUSINESS INSTITUTE EXCELLENCE IN EDUCATION MBI SCIENTIA SAPIENTIA IUSTITIA	

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TRADEMARK
REEL: 003441 FRAME: 0192

Registration Number:

2677477

THE BROWN MACKIE COLLEGE ESTABLISHED 1892
SAPIENTIA SCIENTIA IUSTITIA BMC

CORRESPONDENCE DATA

Fax Number: (202)756-9299

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

Phone: 8008339848

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 80 State Street

Address Line 2: 6th Floor

Address Line 4: Albany, NEW YORK 12207

NAME OF SUBMITTER:

Matthew Mayer

Signature:

/Matthew Mayer/

Date:

12/08/2006

Total Attachments: 4

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**Schedule 1
to Trademark
Security Agreement**

**EDUCATION MANAGEMENT LLC
U.S. TRADEMARK REGISTRATIONS**

Mark	Application Number	Registration Number	Filing Date	Issue Date	Owner
AEC SOUTHERN OHIO COLLEGE ESTABLISHED 1927 SOC SAPIENTIA SCIENTIA IUSTITIA	76376322	2695238	02/28/2002	03/11/2003	Education Management LLC
AEC TEXAS INSTITUTE EXCELLENCE IN EDUCATION SAPIENTIA SCIENTIA IUSTITIA	76376199	2677482	02/28/2002	01/21/2003	Education Management LLC
ASHER SCHOOL OF BUSINESS EXCELLENCE IN EDUCATION ASB SCIENTIA SAPIENTIA IUSTITIA	76376324	2677485	02/28/2002	01/21/2003	Education Management LLC
COMMONWEALTH BUSINESS COLLEGE ESTABLISHED 1890 CBC SCIENTIA SAPIENTIA IUSTITIA	76376028	2677476	02/28/2002	01/21/2003	Education Management LLC
MICHIANA INSTITUTE ESTABLISHED 1882 M I SAPIENTIA IUSTITIA SCIENTIA	76376195	2677481	02/28/2002	01/21/2003	Education Management LLC
MICHIANA COLLEGE ESTABLISHED 1882 SCIENTIA SAPIENTIA IUSTITIA MC	76376098	2677478	02/28/2002	01/21/2003	Education Management LLC
RETS INSTITUTE OF TECHNOLOGY ESTABLISHED 1972 RIT SAPIENTIA SCIENTIA IUSTITIA	76376323	2677484	02/28/2002	01/21/2003	Education Management LLC
RETS MEDICAL & BUSINESS INSTITUTE EXCELLENCE IN EDUCATION MBI SCIENTIA SAPIENTIA IUSTITIA	76376460	2677487	02/28/2002	01/21/2003	Education Management LLC
THE BROWN MACKIE COLLEGE ESTABLISHED 1892 SAPIENTIA SCIENTIA IUSTITIA BMC	76376075	2677477	02/28/2002	01/21/2003	Education Management LLC

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

(Trademark Registrations, Trademark Applications and Exclusive Trademark Licenses)

WHEREAS, EDUCATION MANAGEMENT LLC, a Delaware limited liability company (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Education Management LLC (the "**Company**"), Education Management Holdings LLC ("**Holdings**"), Certain Subsidiaries of Holdings, as Guarantors, the Lenders party thereto from time to time, Credit Suisse Securities (USA) LLC, as Syndication Agent, and BNP Paribas, as Administrative Agent and as Collateral Agent, and Merrill Lynch Corporation and Bank of America, N.A. as Documentation Agents are parties to a Credit Agreement dated as of June 1, 2006 (as amended from time to time, the "**Credit Agreement**"; the terms defined therein and not otherwise defined herein being used herein as therein defined); and

WHEREAS, pursuant to (i) a Pledge and Security Agreement dated as of June 1, 2006 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Company, the Grantors party thereto and BNP Paribas, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents, including a Trademark Security Agreement dated as of June 1, 2006 (as amended and/or supplemented from time to time, the "**Trademark Security Agreement**") among the Company and the Grantee, the Lien Grantor has guaranteed certain obligations of the Company and secured such guarantee (the "**Lien Grantor's Secured Guarantee**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, Schedule 1 to the Trademark Security Agreement did not list certain Trademarks owned by the Lien Grantor because those Trademarks were assigned to the Lien Grantor after June 1, 2006;

WHEREAS, in furtherance of the Trademark Security Agreement, the Lien Grantor wishes to confirm its grant of a continuing security interest in the Trademarks listed on Schedule 1 to the Grantee for the benefit of the Secured Parties;

WHEREAS, the Lien Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor agrees, for the benefit of the Secured Parties as follows:

1. Trademark Schedule. With effect from the date of this Agreement, the Schedule 1 attached hereto shall be appended to the Schedule 1 annexed to the Trademark Security Agreement.

2. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided by reference in the Security Agreement.

IN WITNESS WHEREOF, the Lien Grantor has caused this Agreement to be duly executed by its officer as of the 10th day of November, 2006.

EDUCATION MANAGEMENT LLC

By: 
Name: J. Devitt Kramer
Title: Secretary

cc: BNP Paribas