

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
CAPA International Education Foundation Limited Partnership		06/20/2007	LIMITED PARTNERSHIP: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
Name:	Consortium for International Education, LLC		
Street Address:	50 Franklin Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2542111	CAPA	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(617)399-6930		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617-399-6933		
Email:	aimes@brllawgroup.com		
Correspondent Name:	Ann Imes		
Address Line 1:	BRL Law Group LLC		
Address Line 2:	31 St. James Avenue, Suite 850		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Ann Imes		
Signature:	/Ann Imes/		
Date:	07/20/2007		

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**TRADEMARK**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated June 20, 2007, is made by CAPA International Education Foundation Limited Partnership, a Massachusetts limited partnership (the "Buyer"), in favor of Consortium for International Education, LLC, a Massachusetts limited liability company (the "Secured Party").

WHEREAS, the Buyer has executed and delivered that certain Security Agreement made by the Buyer to the Secured Party dated as of June 20, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Buyer has granted a security interest in, among other property, certain intellectual property of the Buyer to the Secured Party, and has agreed to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Buyer agrees as follows:

SECTION 1. Grant of Security. The Buyer hereby grants to the Secured Party a security interest in and to all of the Buyer's right, title and interest in and to the following (the "Collateral"):

(i) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto (the "Trademarks");

(ii) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, but excluding any and all such claims that Buyer has or may have against the Secured Party with respect to the Trademarks; and

(iii) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Buyer authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

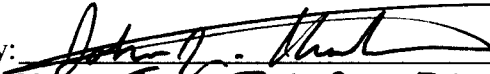
SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Buyer does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the Buyer has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CAPA INTERNATIONAL EDUCATION  
FOUNDATION LIMITED PARTNERSHIP

By: CAPA Holdings, LLC, its general partner

By:   
Name: JOHN J. CHRISTIAN  
Title: PRESIDENT

Address for Notices:

50 Franklin Street, 2<sup>nd</sup> Floor  
Boston, MA 02110

Schedule A  
to Intellectual Property Security Agreement

“CAPA” service mark, Reg. No. 2,542,111, registered Feb. 26, 2002.