

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement pursuant to that certain Credit Agreement, dated July 26, 2007		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Youth Education Council, L.L.C.		07/26/2007	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Orix Finance Corp.		
Composed Of:	COMPOSED OF as Agent for Lenders		
Street Address:	1717 Main Street		
Internal Address:	Suite 900		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2916921	LEAD AMERICA	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214.758.3552		
Email:	dcollins@pattonboggs.com		
Correspondent Name:	Daren W. Collins		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 3000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	022716.0115		
NAME OF SUBMITTER:	Darren W Collins		

TRADEMARK

900085445

REEL: 003609 FRAME: 0369

OP \$40.00 2916921

Signature:

/Darren W Collins/

Date:

08/27/2007

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 26, 2007, is made by NATIONAL YOUTH EDUCATION COUNCIL, L.L.C., a Florida limited liability company but doing business as "Lead America" ("Grantor"), in favor of ORIX FINANCE CORP., a Delaware corporation, as Agent for Lenders (in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 26, 2007, by and among Grantor, the other Loan Parties signatory thereto, Agent and the other Lenders party thereto (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans to Grantor;

WHEREAS, in connection with the Credit Agreement and the other Loan Documents, Grantor shall have executed and delivered to Agent, for the benefit of itself and the other Lenders, that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver 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, Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) "Trademarks" shall mean all of Grantor's now existing or hereafter acquired right, title and interest in and to all forms of proprietary rights recognized by the government of any state or country with respect to any word, name, logo, symbol or device, or any combination thereof, used as trademarks, service marks, certification marks, collective marks, or other indicia of origin or ownership, and including, without limitation, all common law marks, registered marks, applications therefor, and intent-to-use applications.

(b) "Trademark Licenses" shall mean all of Grantor's now existing or hereafter acquired right, title and interest in and to any agreement: (i) granting any rights in, to, or under any Trademarks, or (ii) otherwise including a waiver of, or any promise or covenant not to bring, a claim of infringement, dilution, or unauthorized use with respect to any Trademarks.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations, Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of 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 and Trademark Licenses, if any, against assignment to which it is a party including those referred to on Schedule I hereto;

(b) all renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **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 itself and the other Lenders, pursuant to the Security Agreement. 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. In the event there is a conflict between the terms of this Agreement and the Security Agreement, the Security Agreement shall control.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, 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.

NATIONAL YOUTH EDUCATION COUNCIL, LLC,
a Florida limited liability company

By: Chris M. Salamone

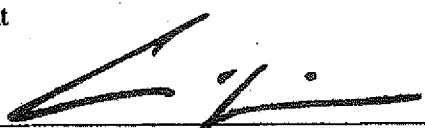
Name: Chris M. Salamone

Title: Chief Executive Officer

Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

ORIX FINANCE CORP.,
a Delaware corporation,
as Agent

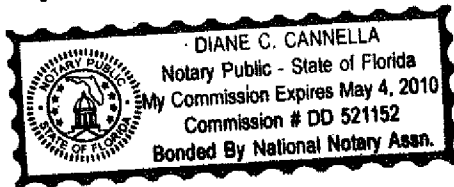
By: 
Name: Christopher L. Smith
Title: Managing Director

ACKNOWLEDGMENT OF GRANTOR

STATE OF Florida }
COUNTY OF Palm Beach } ss.

On this 25 day of July, 2007 before me personally appeared Chris Solomon, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of National Youth Education Council, L.L.C., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

Diane C Cannella
{scal} Notary Public



Trademark Security Agreement

TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

State Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

U.S. Federal Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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"LeadAmerica"	2916921	
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TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.