

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Prometric Inc.		01/18/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse
Street Address:	Eleven Madison Avenue
Internal Address:	Attention of Agency Group
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2702795	EXPERIOR
Registration Number:	2848755	EXPERIOR
Registration Number:	2697684	INTELITEST
Registration Number:	2782322	SECURETEST
Registration Number:	2407480	ASSOCIATE TECHNOLOGY SPECIALIST
Registration Number:	2678502	ASSOCIATE TECHNOLOGY SPECIALIST
Registration Number:	2589186	CHAUNCEY TESTEXPRESS
Registration Number:	2506348	CTT
Registration Number:	2444585	DSST
Registration Number:	2111520	1-800-RED-TEST
Registration Number:	2603332	ARE YOU PREPARED?
Registration Number:	2471122	CALIBER
Serial Number:	76601206	FLEXISITE

OP \$515.00 2702795

Registration Number:	2518962	IT INSIGHT
Serial Number:	78794761	OVER ACHIEVE
Registration Number:	2276211	PROMETRIC
Registration Number:	2600417	THE INTELLIGENT WAY TO TEST
Serial Number:	77115342	WHEREVER THE ROAD LEADS, PROMETRIC WILL GET YOU THERE WITH CONFIDENCE
Serial Number:	77115335	GET BEHIND THE WHEEL OF YOUR FUTURE
Registration Number:	2998154	DSST

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312/876-6557
Email: christina.mcclure@lw.com
Correspondent Name: Christina McClure
Address Line 1: 233 S. Wacker Dr., Ste. 5800
Address Line 2: c/o Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60606-6401

ATTORNEY DOCKET NUMBER:	029032-0019
NAME OF SUBMITTER:	Christina McClure
Signature:	/cm/
Date:	01/18/2008

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of January 18, 2008 (as amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"), made by Prometric Inc., a Delaware corporation (the "Grantor"), in favor of CREDIT SUISSE, as collateral agent (in such capacity and together with its successors, the "Collateral Agent") for (i) the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement dated as of October 12, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Prometric Holdings Inc., formerly known as Test Center Holdings, Inc., Grantor, the Lenders party thereto, Credit Suisse Securities (USA) LLC, as sole bookrunner and sole lead arranger, Credit Suisse, as administrative agent and Collateral Agent, and (ii) the other Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is a party to a Guarantee and Collateral Agreement dated as of October 12, 2007 (the "Guarantee and Collateral Agreement") among the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral.

(a) The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest in all the following property of Grantor, in each case, wherever located and whether now owned or at any time hereafter acquired by Grantor or in which Grantor has or at any time in the future may acquire any right, title and interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of Grantor's Obligations:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, now used by Grantor or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed on Schedule A hereto;

(ii) the right to, and to obtain, all renewals thereof;

(iii) the goodwill of the business connected with the use of and symbolized by the foregoing;

(iv) all proceeds of the foregoing, including, but not limited to, royalties, income, payments, claims and damages;

(v) general intangibles of a like nature; and

(vi) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit;

provided that notwithstanding any other provision set forth in this Section 2, this Trademark Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, an Excluded Asset.

(b) Notwithstanding anything herein to the contrary, (i) Grantor shall remain liable for all obligations under and in respect of the Trademark Collateral and nothing contained herein is intended or shall be a delegation of duties to the Collateral Agent or any other Secured Party, (ii) Grantor shall remain liable under and each of the agreements included in the Trademark Collateral, and neither the Collateral Agent nor any other Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Trademark Security Agreement or any other document related hereto nor shall the Collateral Agent nor any other Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Trademark Collateral, and (iii) the exercise by the Collateral Agent of any of its rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Trademark Collateral.

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 for the Secured Parties pursuant to the Guarantee and Collateral Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement shall be construed in accordance with and governed by, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any

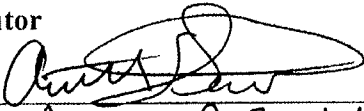
number of separate counterparts (including by facsimile) and all of said counterparts together shall be deemed to constitute one and the same instrument.

[Remainder of page intentionally left blank]

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.

Accepted and Agreed:

**PROMETRIC INC.,
as Grantor**

By: 
Name: Anthony R. Scicchitano
Title: General Counsel & Secretary

**CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Collateral Agent**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Signature Page to Prometric Inc. Trademark Security Agreement]

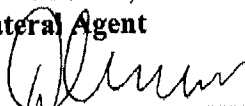
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Accepted and Agreed:

**PROMETRIC INC.,
as Grantor**

By: _____
Name: _____
Title: _____

**CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Collateral Agent**

By:  _____
Name: DENISE ALVAREZ
Title: VICE PRESIDENT

By:  _____
Name: MIKHAIL FAYBUSOVICH
Title: VICE PRESIDENT

[Signature Page to Prometric Inc. Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations and Applications

Mark	Country	Owner	Status	Appl. Date	Appl. No	Reg No	Reg Date	Liens/ Issues
EXPERIOR	United States	Prometric Inc.	Registered	10/5/1998	75,564,630	2,702,795	4/1/2003	
EXPERIOR & Design	United States	Prometric Inc.	Registered	9/30/2002	76,453,968	2,848,755	6/1/2004	
INTELTTEST	United States	Prometric Inc.	Registered	5/14/2002	76,407,784	2,697,684	3/18/2003	
SECURETEST	United States	Prometric Inc.	Registered	7/20/2000	76,094,583	2,782,322	11/11/2003	
ASSOCIATE TECHNOLOGY SPECIALIS	United States	Prometric Inc.	Registered	7/22/1999	75,758,001	2,407,480	11/21/2000	
ASSOCIATE TECHNOLOGY SPECIALIS	United States	Prometric Inc.	Registered	7/22/1999	75,758,000	2,678,502	1/21/2003	
CHAUNCEY TESTEXPRESS	United States	Prometric Inc.	Registered	12/15/1999	75,872,695	2,589,186	7/2/2002	
CTT & Design	United States	Prometric Inc.	Registered	10/25/2000	76,153,900	2,506,348	11/13/2001	
DSST	United States	Prometric Inc.	Registered	5/30/2000	76,058,888	2,444,585	4/17/2001	
DSST & Design	United States	Prometric Inc.	Registered	8/4/2004	78,462,058	2,988,154	9/20/2005	
1-800-RED-TEST	United States	Prometric Inc.	Registered	12/21/1994	74,613,581	2,111,520	11/11/1997	
ARE YOU PREPARED?	United States	Prometric Inc.	Registered	7/19/1999	75,754,717	2,603,332	8/6/2002	
CALIBER & Design	United States	Prometric Inc.	Registered	11/5/1999	75,842,243	2,471,122	7/24/2001	
FLEXISITE	United States	Prometric Inc.	Pending	7/8/2004	76,601,206			
IT INSIGHT	United States	Prometric Inc.	Registered	2/3/1998	75,428,044	2,518,962	12/18/2001	
OVER ACHIEVE	United States	Prometric Inc.	Pending	1/19/2006	78,794,761			

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Mark	Country	Owner	Status	Appl. Date	Appl. No	Reg No	Reg Date	Liens/ Issues
PROMETRIC	United States	Prometric Inc.	Registered	11/10/1994	74,597,274	2,276,211	9/7/1999	
THE INTELLIGENT WAY TO TEST	United States	Prometric Inc.	Registered	10/11/2000	76,144,670	2,600,417	7/30/2002	
WHEREVER THE ROAD LEAD, PROMETRIC WILL GET YOU THERE WITH CONFIDENCE	United States	Prometric Inc.	Pending	2/23/2007	77/115,342			
GET BEHIND THE WHEEL OF YOUR FUTURE	United States	Prometric Inc.	Pending	2/23/2007	77/115,335			