

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
Advanced Education Systems, LLC		03/10/2008	LIMITED LIABILITY COMPANY: MARYLAND

RECEIVING PARTY DATA

Name:	LaSalle Bank National Association
Street Address:	135 South Lasalle Street
Internal Address:	Suite 218
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3205370	COMPLIANCEKEEPER
Registration Number:	3030913	NATIONAL CROSS-CERTIFICATION PROGRAM
Registration Number:	3204761	PRO NOTES
Registration Number:	3030912	THE NATIONAL LEADER IN MORTGAGE EDUCATION
Registration Number:	2840332	TRAININGPRO
Registration Number:	2752917	TRAININGPRO KNOWLEDGE NOW

CORRESPONDENCE DATA

Fax Number: (312)876-7934
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-876-8086
 Email: trademarks@sonnenschein.com
 Correspondent Name: Debra S. Clark
 Address Line 1: Wacker Drive Station, Sears Tower
 Address Line 2: P.O. Box 061080

OP \$165.00 3205370

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 9801880-0027

NAME OF SUBMITTER: Katie A. Krutzsch

Signature: /katie a. krutzsch/

Date: 03/11/2008

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 10, 2008, by ADVANCED EDUCATION SYSTEMS, LLC, a Maryland limited liability company (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (in such capacity, the "Agent").

RECITALS

The Grantor has entered into an Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Agent, pursuant to which such financial institutions (the "Banks") have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor, American Home Inspectors Training Institute, Ltd., a Wisconsin corporation ("AHITI") and Keen Skills, Inc., a Florida corporation ("KeenSkills", Grantor, AHITI and KeenSkills being hereinafter collectively referred to as the "Borrowers").

The Grantor is a party to that certain Amended and Restated Security Agreement bearing even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Agent pursuant to which certain obligations owed to the Agent and the Lender Parties are secured.

Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the ratable benefit of the Banks, this Agreement.

Pursuant to the terms of the Security Agreement, Grantor has granted to the Agent, for the benefit of the Banks, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the other Liabilities (as defined in the Security Agreement).

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Banks, as collateral security for the Liabilities, a continuing 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark

referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").


Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Grantor for a trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Grantor's Intent-To-Use Application is pending this Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Liabilities.

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ADVANCED EDUCATION SYSTEMS, LLC

By: 
Name: Brian S. Sauer _____
Title: Vice President & Secretary _____

Acknowledged:

**LASALLE BANK NATIONAL ASSOCIATION,
as Agent**

By: _____
Name: Eileen Roethler
Title: First Vice President

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ADVANCED EDUCATION SYSTEMS, LLC

By: _____
Name: _____
Title: _____

Acknowledged:

**LASALLE BANK NATIONAL ASSOCIATION,
as Agent**

By: Eileen Roethler
Name: Eileen Roethler
Title: First Vice President

STATE OF Ohio)
COUNTY OF Cuyahoga)^{SS}

On this ____ day of _____, 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Advanced Education Systems, LLC, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.


Carina Dotson

Notary Public

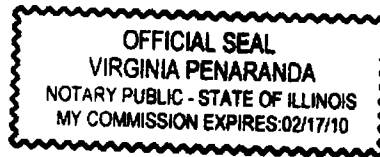
CARINA DOTSON
NOTARY PUBLIC • STATE OF OHIO
My commission expires Jan. 22, 2011

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 7th day of March, 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that she is the above-indicated officer of LaSalle Bank National Association, and which executed the above instrument; and that she signed her name thereto by authority of the board of directors or similar governing of said entity.



Notary Public



**SCHEDULE I
TO AES TRADEMARK SECURITY AGREEMENT**

ADVANCED EDUCATION SYSTEMS, LLC

U.S. TRADEMARKS

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
1.	Compliancekeeper	787322081	10/12/05	3205370	02/06/07	Registered	Advanced Education Systems, LLC
2.	National Cross-Certification Program	78547029	01/13/05	3030913	12/13/05	Registered	Advanced Education Systems, LLC
3.	Pro Notes	78763893	11/30/05	3204761	01/30/07	Registered	Advanced Education Systems, LLC
4.	The National Leader In Mortgage Education	78547027	01/13/05	3030912	12/13/05	Registered	Advanced Education Systems, LLC
5.	TrainingPro and Design	78252270	05/20/03	2840332	05/11/04	Registered	Advanced Education Systems, LLC
6.	TrainingPro Knowledge Now	78106126	01/31/02	2752917	08/19/03	Registered	Advanced Education Systems, LLC