

**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
National Heritage Academics, Inc.		03/06/2008	CORPORATION: MICHIGAN
Charter Development Company, LLC		03/06/2008	LIMITED LIABILITY COMPANY: MICHIGAN

**RECEIVING PARTY DATA**

Name:	National City Bank
Street Address:	171 Monroe Avenue, NW
Internal Address:	Locator K-C17-2B
City:	Grand Rapids
State/Country:	MICHIGAN
Postal Code:	49503
Entity Type:	national banking association: UNITED STATES

Name:	National City Bank, as Administrative Agent for the Lenders
Street Address:	171 Monroe Avenue, NW
Internal Address:	Locator K-C17-2B
City:	Grand Rapids
State/Country:	MICHIGAN
Postal Code:	49503
Entity Type:	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2753428	
Registration Number:	2976972	CHALLENGING CHILDREN TO ACHIEVE THEIR GREATEST POTENTIAL
Serial Number:	77036218	CHALLENGING EACH CHILD TO ACHIEVE . . .
Registration Number:	3006182	CONSIDER THE POTENTIAL

OP \$265.00 2753428

Registration Number:	2391981	NATIONAL HERITAGE ACADEMIES
Registration Number:	2391993	NATIONAL HERITAGE ACADEMIES
Serial Number:	78723216	NATIONAL HERITAGE ACADEMIES
Registration Number:	2907129	NATIONAL HERITAGE ACADEMIES
Registration Number:	2934559	NHA
Registration Number:	2934556	NHA UNIVERSITY

**CORRESPONDENCE DATA**

Fax Number: (804)771-5777  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 804-771-7587  
Email: cjmugel@kaufcan.com  
Correspondent Name: Christopher J. Mugel  
Address Line 1: 1051 East Cary St., 12th Fl.  
Address Line 2: Three James Center  
Address Line 4: Richmond, VIRGINIA 23219

ATTORNEY DOCKET NUMBER:	NATIONAL CITY BANK
NAME OF SUBMITTER:	Christopher J. Mugel
Signature:	/Christopher J. Mugel/
Date:	08/28/2008

**Total Attachments: 15**  
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source=4th amended & restated collateral ssn#page7.tif  
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**FOURTH AMENDED AND RESTATED  
COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY**

THIS FOURTH AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY (the **"Fourth Amended and Restated Collateral Assignment"**) dated as of March 7, 2008 is entered into by and between National Heritage Academies, Inc., a Michigan corporation (**"NHA"**) and Charter Development Company, LLC, a Michigan limited liability company (**"CDC"**) (collectively and on a joint basis, the **"Borrower"**), and National City Bank, a national banking association (**"National City"**), as assignee of and successor to FINOVA Public Finance, Inc., a Delaware corporation (**"FINOVA"**), and as Administrative Agent for the Lenders (as defined herein).

WHEREAS, Borrower entered into a Loan, Financing and Security Agreement dated January 6, 2000 (the **"Original Loan Agreement"**) and a Pledge and Security Agreement dated January 6, 2000 (the **"Original Pledge Agreement"**), with FINOVA; and

WHEREAS, FINOVA recorded that certain Collateral Assignment of Intellectual Property dated as of January 6, 2000 (the **"Original Collateral Assignment"**) pursuant to which Borrower enabled FINOVA to record and perfect its security interest created by the Original Pledge Agreement and the Original Collateral Assignment to secure repayment of the Borrower's obligations under the Original Loan Agreement, all as more specifically described in the Original Pledge Agreement and the Original Collateral Assignment; and

WHEREAS, the Original Loan Agreement was amended pursuant to that certain First Amendment to Loan, Financing and Security Agreement and Guaranty Agreement and Request for Waiver of Conditions and Indemnification Agreement dated as of September 7, 2000 (the **"First Amendment to Loan Agreement"**), and was further amended and restated by that certain Amended and Restated Loan, Financing and Security Agreement dated as of August 23, 2001 (the **"2001 Amendment and Restatement"**), and subsequently amended by that certain First Amendment to Amended and Restated Loan, Financing and Security Agreement dated as of December 1, 2001 (the **"First Amendment to the 2001 Amendment and Restatement"**) (the **Original Loan Agreement, as amended by the First Amendment to Loan Agreement, as amended and restated by the 2001 Amendment and Restatement, and amended by the First Amendment to 2001 Amendment and Restatement shall hereafter be referred to as, the "2001 Loan Agreement"**); and

WHEREAS, in connection with the execution and delivery of the 2001 Loan Agreement, the Original Pledge Agreement was similarly amended and restated pursuant to that certain Amended and Restated Pledge and Security Agreement dated as of August 23, 2001 (the **"2001 Pledge Agreement"**); and

WHEREAS, in connection with the execution and delivery of the 2001 Pledge Agreement, FINOVA recorded that certain Amended and Restated Collateral Assignment of Intellectual Property dated as of August 23, 2001 (the **"2001 Collateral Assignment"**) pursuant to which Borrower enabled FINOVA to record and perfect its security interest created by the

2001 Pledge Agreement and the 2001 Collateral Assignment to secure repayment of the Borrower's obligations under the 2001 Loan Agreement, all as more specifically described in the 2001 Pledge Agreement and the 2001 Collateral Assignment; and

WHEREAS, pursuant to the terms of that certain Assignment and Assumption Agreement dated and effective as of April 30, 2002 by and between FINOVA and National City (**the "FINOVA Assignment"**), FINOVA sold and assigned to National City, and National City acquired and assumed from FINOVA, all of FINOVA's right, title and interest in and to, and obligations under, the 2001 Loan Agreement, the Collateral, and the Financing Documents (as each such term is defined in the 2001 Loan Agreement), including without limitation the 2001 Pledge Agreement and the 2001 Collateral Assignment; and

WHEREAS National City, as assignee under the FINOVA Assignment, amended and restated the 2001 Loan Agreement pursuant to that certain Second Amended and Restated Loan, Financing and Security Agreement dated as of June 28, 2002 (**as so amended, the "2002 Loan Agreement"**) by and among Borrower, National City, and the other Lenders (as defined in the 2002 Loan Agreement) described therein, which 2002 Loan Agreement provides for the terms, conditions, representations, warranties and covenants pertaining to the 2002 Loan Facilities (as defined in the 2002 Loan Agreement); and

WHEREAS, in connection with the execution and delivery of the 2002 Loan Agreement, the 2001 Pledge Agreement was similarly amended and restated pursuant to that certain Second Amended and Restated Pledge and Security Agreement dated as of June 28, 2002 (**the "2002 Pledge Agreement"**); and

WHEREAS, in connection with the execution and delivery of the 2002 Pledge Agreement, National City recorded that certain Second Amended and Restated Collateral Assignment of Intellectual Property dated as of June 28, 2002 (**the "2002 Collateral Assignment"**); and

WHEREAS, National City and the Lenders amended and restated (i) the 2002 Loan Agreement pursuant to the terms and conditions of that certain Third Amended and Restated Loan, Financing and Security Agreement dated as of May 23, 2003 (**the "2003 Loan Agreement"**) and (ii) the 2003 Loan Agreement pursuant to the terms and conditions of that certain Fourth Amended and Restated Loan, Financing and Security Agreement dated as of June 9, 2004 (**the "2004 Loan Agreement"**); and

WHEREAS, in connection with the execution and delivery of the 2003 Loan Agreement and the 2004 Loan Agreement, respectively, each of the 2002 Pledge Agreement, as amended, and the 2002 Collateral Assignment, as amended, was amended and restated, all pursuant to (as applicable) (a) that certain Third Amended and Restated Pledge, Security and Control Agreement and that certain Third Amended and Restated Collateral Assignment and Intellectual Property,

each dated as of May 27, 2003, and (b) that certain Fourth Amended and Restated Pledge, Security and Control Agreement (**the "2004 Pledge Agreement"**) and that certain Fourth Amended and Restated Collateral Assignment of Intellectual Property (**the "2004 Collateral Assignment"**), each dated as of June 9, 2004; and

WHEREAS, National City and the Lenders have agreed to amend and restate the 2004 Loan Agreement pursuant to the terms and conditions of that certain Amended and Restated Loan, Financing and Security Agreement dated as of March 7, 2008 (**the "2008 Loan Agreement"**) and the 2004 Pledge Agreement pursuant to the terms and conditions of that certain Fifth Amended and Restated Pledge, Security and Control Agreement dated March 7, 2008 (**the "2008 Pledge Agreement"**); and

WHEREAS, in connection with the execution and delivery of the 2008 Loan Agreement, the Borrower and National City now desire to amend and restate the terms of the 2004 Collateral Assignment to enable National City to record and perfect its security interests as created under the 2008 Pledge Agreement and to effectuate National City's ability to exercise its rights under the 2008 Loan Agreement, as a Lender and as Administrative Agent for the Lenders described therein, and under the 2008 Pledge Agreement, all to further secure repayment of the Loan Facilities (as defined in the 2008 Loan Agreement) upon the occurrence of a Default and/or Event of Default as defined therein;

NOW, THEREFORE, in consideration of the foregoing, in furtherance of the parties' prior agreements, and for other good and valuable consideration, the receipt and sufficiency of which Borrower and National City, as a Lender and as Administrative Agent for the Lenders (as defined in the 2008 Loan Agreement) each acknowledge, the parties hereby enter into this Fourth Amended and Restated Collateral Assignment, including the contingent power of attorney contained herein:

1. As used in this Fourth Amended and Restated Collateral Assignment, "Intellectual Property" shall have the same definition as set forth in the 2008 Loan Agreement. Such Intellectual Property shall include, but is not limited to, the trademarks and service marks and the associated applications and registrations owned by NHA as listed in Exhibit A to this Fourth Amended and Restated Collateral Assignment.

2. Borrower hereby grants a security interest in, and collaterally assigns to National City and its successors and assigns, in its capacity as a Lender and to hold as Administrative Agent for certain other Lenders identified in the 2008 Loan Agreement, as additional security in the Intellectual Property, all of the Borrower's right, title and interest in and to the Intellectual Property, presently owned or hereafter acquired, including without limitation the trademarks and service marks and the associated applications and registrations owned by NHA as listed in Exhibit A to this Collateral Assignment along with all associated goodwill, and including without limitation all proceeds thereof (such as, by way of example, license royalties and

proceeds of infringement suits, the right to sue for past, present and future infringement suits), all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, now or hereafter existing. Without limiting the effect of the foregoing, however, until the occurrence or existence of a "Default" and/or an "Event of Default" as those terms are defined in the 2008 Loan Agreement, Borrower shall retain title to the Intellectual Property, subject to this Fourth Amended and Restated Collateral Assignment, and National City, as Lender and as Administrative Agent for the Lenders, shall hold only a security interest in and the contingent right to full ownership of the Intellectual Property.

3. Subject to the limitations and provisions of Section 4 of this Fourth Amended and Restated Collateral Assignment, Borrower hereby appoints National City as its attorney-in-fact and grants to National City a contingent, limited power of attorney:

a. to modify and amend Exhibit A to include any after-acquired patents and patent applications, trademarks and associated applications and registrations, copyrights and associated copyright applications and registrations, and other Intellectual Property in the event that any such Intellectual Property is acquired by Borrower while the 2008 Loan Agreement and 2004 Pledge Agreement remain in effect; and

b. to execute, through any of its duly appointed officers, on behalf of Borrower or any of its successors-in-interest, the "Assignment of Intellectual Property" appended hereto as Exhibit B.

4. National City acknowledges and agrees that the foregoing contingent power of attorney extends to it the authority to execute the Assignment appended at Exhibit B, to seize the patent, trademark and copyright registrations and applications for registration, and to seize the incidents of the goodwill associated with the Intellectual Property only during the existence of a Default or Event of Default. In the event National City exercises its rights under the power of attorney granted herein and executes the assignment found at Exhibit B, Borrower agrees to provide National City with all reasonable assistance in acquiring, assembling, maintaining and disposing of the Intellectual Property.

5. Upon execution of this Fourth Amended and Restated Collateral Assignment by both parties, National City or its designee may record same with the U.S. Patent & Trademark Office, Assignment Division, with the U.S. Copyright Office and with such other federal and state agencies as is necessary or appropriate to memorialize and perfect its security interest in the Intellectual Property.

6. National City agrees that, in the event that all obligations under the 2008 Loan Agreement and the 2008 Pledge Agreement are satisfied and discharged by Borrower, the limited power of attorney granted herein shall automatically expire and National City shall execute releases of its security interest at the request of Borrower, its successors or assigns.

7. Borrower agrees to execute such other documents and take such additional steps as may be reasonably necessary to secure and perfect National City's rights under this Fourth Amended and Restated Collateral Assignment, the 2008 Loan Agreement and the 2008 Pledge Agreement.

8. This Fourth Amended and Restated Collateral Assignment shall be binding upon any successor-in-interest to the parties.

9. No failure on the part of National City to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by National City preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or under the 2008 Loan Agreement or 2008 Pledge Agreement.

10. This Fourth Amended and Restated Collateral Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Michigan. This Fourth Amended and Restated Collateral Assignment may not be amended or modified except in a writing signed by National City.

11. This Fourth Amended and Restated Collateral Assignment is intended only to memorialize or effectuate the rights and remedies available to the parties under the 2008 Loan Agreement and the 2008 Pledge Agreement, and it does not amend, revise or rescind any provision of the 2008 Loan Agreement or the 2008 Pledge Agreement. This Fourth Amended and Restated Collateral Assignment does amend and restate in its entirety the 2004 Collateral Assignment.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties agree to the foregoing this 6<sup>th</sup> day of March, 2008.

NATIONAL HERITAGE ACADEMIES, INC.

By: [Signature]  
Print Name: Greg Lambert  
Title: Sr. Vice President & CFO  
Date: March 6, 2008

Acknowledgment

On this 6<sup>th</sup> day of March, 2008 before me appeared Greg Lambert, the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of the identified corporation with authority to do so.

STATE OF MICHIGAN)  
County )ss  
CITY OF KENT )

Subscribed and sworn to before me this 6th day of March, 2008.

My commission expires: 8-2-13

[Signature]  
Notary Public.

DANN A. PHILLIPS  
Notary Public-State of Michigan  
County of Kent  
My Commission Expires August 2, 2013  
Acting in the county of Kent



CHARTER DEVELOPMENT COMPANY, LLC  
By: National Heritage Academies, Inc., its sole member

By:   
Print Name: GREG LAMBERT  
Title: Sr. Vice President & CFO  
Date: March 6, 2008

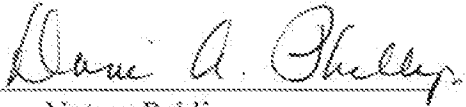
Acknowledgment

On this 6<sup>th</sup> day of March, 2008 before me appeared Greg Lambert, the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of the identified limited liability company with authority to do so.

STATE OF MICHIGAN )  
  ) ss  
CITY OF KENT         )

Subscribed and sworn to before me this 6<sup>th</sup> day of March, 2008.

My commission expires: 8-2-13

  
\_\_\_\_\_  
Notary Public

DAN A. PHILLIPS  
Notary Public-State of Michigan  
County of Kent  
My Commission Expires August 2, 2013  
Acting in the county of Kent

NATIONAL CITY BANK, a national banking association, as Administrative Agent

By: Arthur F. Gray

Print Name: Arthur F. Gray

Title: Senior Vice President

Date: March 6, 2008

Acknowledgment

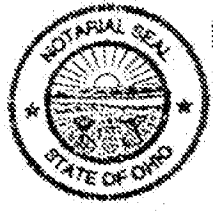
On this 6 day of March, 2008, before me appeared Arthur F. Gray, the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of the identified corporation with authority to do so.

STATE OF Ohio )

CITY OF Cleveland )

Subscribed and sworn to before me this 6 day of March, 2008.

My commission expires: \_\_\_\_\_







Laura A. Ferjutz  
Notary Public  
State of Ohio  
My comm. exp.

Laura A. Ferjutz  
Notary Public  
6-4-2011

**EXHIBIT A  
TO  
FOURTH AMENDED AND RESTATED  
COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

**SCHEDULE OF PATENTS, TRADEMARKS, COPYRIGHTS  
AND ASSOCIATED APPLICATIONS AND REGISTRATIONS**

Mark	Country	Serial Number & Filing Date	Registration Number & Issue Date	Status	Owner
	United States	75/791050 09/02/1999	2753428 08/19/2003	Registered	National Heritage Academies, Inc.
<b>CHALLENGING CHILDREN TO ACHIEVE THEIR GREATEST POTENTIAL</b>	United States	76/419055 06/10/2002	2976972 07/26/2005	Registered	National Heritage Academies, Inc.
<b>CHALLENGING EACH CHILD TO ACHIEVE...</b>	United States	77/036218 11/03/2006		Pending	National Heritage Academies, Inc.
<b>CONSIDER THE POTENTIAL</b>	United States	76/419054 06/10/2002	3006182 10/11/2005	Registered	National Heritage Academies, Inc.
<b>NATIONAL HERITAGE ACADEMIES</b>	United States	75/465359 04/09/1998	2391981 10/03/2000	Registered	National Heritage Academies, Inc.
	United States	75/470697 04/20/1998	2391993 10/03/2000	Registered	National Heritage Academies, Inc.
	United States	78/723216 09/29/2005		Pending	National Heritage Academies, Inc.
	United States	76/977022 07/11/2000	2907129 11/30/2004	Registered	National Heritage Academies, Inc.
<b>NHA</b>	United States	76/580067 03/09/2004	2934559 03/22/2005	Registered	National Heritage Academies, Inc.
<b>NHA UNIVERSITY</b>	United States	76/580026 03/09/2004	2934556 03/22/2005	Registered	National Heritage Academies, Inc.

Letters Patent and Patent Applications

<u>Inventor</u>	<u>Assignee</u>	<u>Serial Number</u>	<u>Filing Date</u>
None.			

Copyright Registrations and Applications

<u>Title</u>	<u>Filing Date &amp; Number</u>	<u>Registration No. &amp; Issue Date</u>
None.		

0817831-1

## EXHIBIT B

### ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS National Heritage Academies, Inc., a Michigan corporation (“NHA”) and Charter Development Companies, LLC, a Michigan limited liability company (“CDC”) (collectively and on a joint basis, the “Borrower”), have entered into an Amended and Restated Loan, Financing and Security Agreement dated March 7, 2008 (the “2008 Loan Agreement”) and a Fourth Amended and Restated Pledge, security and Control Agreement dated March 7, 2008 (the “2008 Pledge Agreement”) with National City Bank, a national banking association (“National City”) in which Borrower granted to National City a security interest in certain intangible collateral, including the Intellectual Property of Borrower, as that term is defined in the 2008 Loan Agreement;

WHEREAS, pursuant to such 2008 Loan Agreement and 2008 Pledge Agreement, Borrower and National City also have entered into a Fourth Amended and Restated Collateral Assignment of Intellectual Property dated March 7, 2008 (the “2008 Collateral Assignment”), under which National City is authorized to execute this Assignment as Borrower’s attorney-in-fact during the existence of a Default and/or an Event of Default as defined by the 2008 Loan Agreement and the 2008 Pledge Agreement; and

WHEREAS a Default and/or an Event of Default has occurred and is continuing; all conditions specified in the 2008 Loan Agreement and the 2008 Pledge Agreement and otherwise in place, whether by agreement or by operation of law, have been satisfied; all contingencies upon the exercise of the contingent power-of-attorney have been satisfied; and National City has elected to exercise its rights and remedies under the 2008 Loan Agreement, the 2008 Pledge Agreement and the 2008 Collateral Assignment,

NOW THEREFORE, pursuant to the 2008 Loan Agreement, the 2008 Pledge Agreement, the 2008 Collateral Assignment and the contingent power-of-attorney granted therein:

1. Borrower, by and through its attorney-in-fact as appointed by the contingent power of attorney set forth in the 2008 Collateral Assignment, hereby assigns to National City, as a Lender and as Administrative Agent for the Lenders, all right, title and interest in all of the Intellectual Property as defined in the 2008 Loan Agreement and secured by the 2008 Pledge Agreement. Without limiting the foregoing, Borrower specifically assigns to National City all of its right, title and interest in and to the letters patents, patent applications, trademarks and service marks and associated applications and registrations, and copyrights and associated applications and registrations owned by NHA and identified in Exhibit A hereto.

2. Borrower agrees to execute such additional documents and provide such assistance as National City may request to effectuate and perfect this assignment and to register, maintain, renew, enforce and defend the Intellectual Property.

Signed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

NATIONAL HERITAGE ACADEMIES, OR  
SUCCESSOR-IN-INTEREST

By: \_\_\_\_\_

ITS ATTORNEY-IN-FACT

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Acknowledgment

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me appeared \_\_\_\_\_, the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of the identified corporation with authority to do so.

STATE OF \_\_\_\_\_ )

CITY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

CHARTER DEVELOPMENT COMPANY, LLC

By: \_\_\_\_\_

ITS ATTORNEY-IN-FACT

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Acknowledgment

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me appeared \_\_\_\_\_, the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of the identified limited liability company with authority to do so.

STATE OF \_\_\_\_\_ )

CITY OF \_\_\_\_\_ )




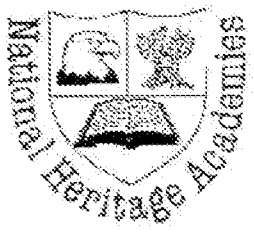
Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A  
TO  
FOURTH AMENDED AND RESTATED  
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	United States	78/723216 09/29/2005		Pending	National Heritage Academies, Inc.
	United States	76/977022 07/11/2000	2907129 11/30/2004	Registered	National Heritage Academies, Inc.
<b>NHA</b>	United States	76/580067 03/09/2004	2934559 03/22/2005	Registered	National Heritage Academies, Inc.
<b>NHA UNIVERSITY</b>	United States	76/580026 03/09/2004	2934556 03/22/2005	Registered	National Heritage Academies, Inc.



Letters Patent and Patent Applications

<u>Inventor</u>	<u>Assignee</u>	<u>Serial Number</u>	<u>Filing Date</u>
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None.

Copyright Registrations and Applications

<u>Title</u>	<u>Filing Date &amp; Number</u>	<u>Registration No. &amp; Issue Date</u>
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None.

1517531-0