

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KIMC INVESTMENTS, INC.		12/15/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3633004	ACCESS MEDVANCE	
Registration Number:	3455092	ADVANCE YOUR LIFE IN ABOUT A YEAR	
Registration Number:	3672943		
Registration Number:	3704646		
Registration Number:	3459840	LEADING HEALTHCARE CAREER TRAINING	
Registration Number:	3672491	MEDVANCE	
Registration Number:	2548056	MEDVANCE INSTITUTE	
Registration Number:	3497952	MEDVANCE INSTITUTE	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		

OP \$215.00 3633004

900150020

TRADEMARK
 REEL: 004114 FRAME: 0571

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 039112-0026

NAME OF SUBMITTER: Kristin J. Azcona

Signature: /kja/

Date: 12/15/2009

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2009 (the "Agreement"), by KIMC INVESTMENTS, INC., a Delaware corporation, EDUCATION AFFILIATES INC., a Delaware corporation, VIRGINIA SCHOOL OF TECHNOLOGY, INC., a Virginia Corporation, CAPPS COLLEGE, INC., an Alabama Corporation and CAREER CONSULTANTS, INC., an Alabama Corporation (the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as common collateral agent for the Secured Parties (the "Common Collateral Agent").

W I T N E S S E T H:

WHEREAS the Grantors wish to grant a security interest in the Trademark Collateral (as defined herein) to the Common Collateral Agent for the ratable benefit of the Secured Parties (as defined herein);

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of December 3, 2007 by and among Education Affiliates Inc., a Delaware corporation (the "Borrower"), the financial institutions that are or may from time to time become parties thereto (the "2007 Lenders") and Bank of America, N.A., as administrative agent (in such capacity, together with its successors in such capacity, the "2007 Administrative Agent") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "2007 Credit Agreement"), 2007 Lenders have agreed to make the Loans (as defined in the 2007 Credit Agreement) for the benefit of Borrower;

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Borrower, the financial institutions that are or may from time to time become parties thereto (the "2009 Lenders", and together with the 2007 Lenders, the "Lenders") and General Electric Capital Corporation, as administrative agent (in such capacity, together with its successors in such capacity, the "2009 Administrative Agent", and together with the 2007 Administrative Agent, the "Administrative Agents") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "2009 Credit Agreement", and together with the 2007 Credit Agreement, the "Credit Agreements"), 2009 Lenders have agreed to make the Loans (as defined in the 2009 Credit Agreement) for the benefit of Borrower;

WHEREAS, each of the Grantors is a wholly-owned subsidiary of the Borrower and as such will derive direct and indirect economic benefits from the making of the loans and other financial accommodations provided to Borrower pursuant to the Credit Agreements;

WHEREAS, Administrative Agents and Lenders are willing to make the loans as provided for in the Credit Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Common Collateral Agent, for itself and the ratable benefit of Secured Parties, that certain Second Amended and Restated Guaranty and Collateral 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 "Guaranty and Collateral Agreement");

WHEREAS, pursuant to the Guaranty and Collateral Agreement, the Grantors are required to execute and deliver to Common Collateral Agent, for itself and the ratable benefit of Secured Parties, this 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise defined herein, terms defined in the Guaranty and Collateral Agreement and used herein shall have the meanings given to them in the Guaranty and Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Common Collateral Agent, for the ratable benefit of the Secured Parties, a first priority security interest in all of such 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 United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

3. GUARANTY AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Common Collateral Agent, for the ratable benefit of the Secured Parties, pursuant to the Guaranty and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Common Collateral Agent with respect to the security interest in the Copyright Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein,

[signature page follows]

KIMC INVESTMENTS, INC.

By: [Signature]
Name: Stephen J. Budosh
Title: Vice President, Treasurer and Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF Maryland)
COUNTY OF Baltimore) ss.

On this 14th day of December, 2009 before me personally appeared Stephen J. Budosh proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of KIMC Investments, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature: Kimberly A. Bennett]
{seal}

KYMBERLY A. BENNETT
NOTARY PUBLIC STATE OF MARYLAND
Commission Expires 05/18/2010

Signature Page to Trademark Security Agreement

EDUCATION AFFILIATES INC.

By: [Signature]
Name: Stephen J. Budosh
Title: Vice President-Finance, Treasurer and Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF Maryland)
COUNTY OF Baltimore) ss.

On this 14th day of December, 2009 before me personally appeared Stephen J. Budosh proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Education Affiliates Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature: Kimberly A. Bennett]
(seal)

KIMBERLY A. BENNETT
NOTARY PUBLIC STATE OF MARYLAND
Commission Expires 05/18/2010

Signature Page to Trademark Security Agreement

VIRGINIA SCHOOL OF TECHNOLOGY, INC.

By: [Signature]
Name: Stephen J. Budosh
Title: Chief Financial Officer and Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF Maryland)
COUNTY OF Baltimore) ss.

On this 14th day of December, 2009 before me personally appeared Stephen J. Budosh proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Virginia School of Technology, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
{seal}

KYMBERLY A. BENNETT
NOTARY PUBLIC STATE OF MARYLAND
Commission Expires 05/18/2010

Signature Page to Trademark Security Agreement

CAPPS COLLEGE, INC.

By: [Signature]
Name: Stephen J. Budosh
Title: Vice President, Treasurer and Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF Maryland
COUNTY OF Baltimore ss.

On this 14th day of December, 2009 before me personally appeared Stephen J. Budosh proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Capps College, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature: Kimberly A. Bennett]
(seal)

KYMBERLY A. BENNETT
NOTARY PUBLIC STATE OF MARYLAND
Commission Expires 05/18/2010

Signature Page to Trademark Security Agreement

CAREER CONSULTANTS, INC.

By: [Signature]
Name: Stephen J. Budosh
Title: Vice President, Treasurer and Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF Maryland)
COUNTY OF Baltimore) ss.

On this 14th day of December, 2009 before me personally appeared Stephen J. Budosh proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Career Consultants, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

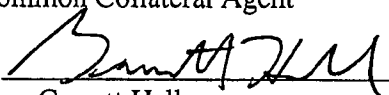
[Signature]
(seal)

KYMIERLY A. BENNETT
NOTARY PUBLIC STATE OF MARYLAND
Commission Expires 05/18/2010

Signature Page to Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Common Collateral Agent

By: 

Name: Garrett Hall




Title: Duly Authorized Signatory

Signature Page to Trademark Security Agreement

TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT


U.S. REGISTERED TRADEMARKS

Trademark	Reg. No.	Reg. Date
ACCESS MEDVANCE	3633004	02-JUN-2009
ADVANCE YOUR LIFE IN ABOUT A YEAR	3455092	24-JUN-2008
Design Only 	3672943	25-AUG-2009
Design Only 	3704646	03-NOV-2009
LEADING HEALTHCARE CAREER TRAINING	3459840	01-JUL-2008
MEDVANCE	3672491	25-AUG-2009
MEDVANCE INSTITUTE	2548056	12-MAR-2002
MEDVANCE INSTITUTE 	3497952	09-SEP-2008

STATE REGISTERED TRADEMARKS

Trademark	State	Reg. No.	Reg. Date
VIRGINIA CAREER INSTITUTE	Virginia	7791	31-JAN-2006
VIRGINIA SCHOOL OF TECHNOLOGY	Virginia	1146	11-FEB-2000
FORTIS COLLEGE	Alabama	111285	02-JAN-2009
FORTIS COLLEGE	Alabama	111286	06-JAN-2009

U.S. TRADEMARK APPLICATIONS

Trademark	Application No.	Application Date
MEDVANCE COLLEGE	77273265	06-SEP-2007
MEDVANCE UNIVERSITY	77273260	06-SEP-2007
SCRUBS FOR A CAUSE	77702028	30-MAR-2009
UNIVERSITY OF MEDVANCE	77273269	06-SEP-2007
RETS COLLEGE 	77370088	11-JAN-2008