

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		01/04/2010	Bank - National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Heald College, LLC
Street Address:	670 Howard Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

Name:	Heald Education, LLC
Street Address:	670 Howard Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2711192	GET IN. GET OUT. GET AHEAD.
Registration Number:	3600788	HEALD
Registration Number:	3323367	H
Registration Number:	2573598	HEALD COLLEGE

CORRESPONDENCE DATA

Fax Number: (312)706-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900153635

**TRADEMARK
 REEL: 004141 FRAME: 0666**

OP \$115.00 2711192

Phone: 3127018022
Email: zbeal@mayerbrown.com, ipdocket@mayerbrown.com
Correspondent Name: Chad A. Diehl
Address Line 1: P. O. Box 2828
Address Line 4: Chicago, ILLINOIS 606902828

ATTORNEY DOCKET NUMBER:	02970743 CAD
NAME OF SUBMITTER:	Chad A. Diehl
Signature:	/cad/
Date:	02/01/2010

Total Attachments: 4

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RELEASE OF INTELLECTUAL PROPERTY SECURITY

THIS RELEASE OF INTELLECTUAL PROPERTY (this "Release") is made as of January 4, 2010 ("Effective Date") by and between (i) Bank of America, N.A. (the "Bank"), (ii) Heald College, LLC, a California limited liability company (the "Borrower"), and (iii) Heald Education, LLC, a Delaware limited liability company ("Heald Education", and together with Borrower, the "Grantors").

WHEREAS, reference is made to (i) that certain Security Agreement dated as of August 27, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantors and the Bank and (ii) that certain Intellectual Property Security Agreement dated August 27, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") by and among the Grantors in favor of the Bank;

WHEREAS, pursuant to the terms and conditions of the IP Security Agreement and the Security Agreement, each Grantor pledged and granted to the Bank, a lien on and security interest in and to all of the right, title and interest of such Grantor in, to and under all of the intellectual property and general intangibles included as part of the Collateral (as defined in the Security Agreement); and

WHEREAS, Grantors have requested that the Bank release its lien on and security interest in all of the intellectual property and general intangibles included as part of the Collateral granted pursuant to the IP Security Agreement and the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank hereby terminates, cancels and releases its lien on and security interest in all of the intellectual property and general intangibles included as part of the Collateral granted pursuant to the IP Security Agreement and the Security Agreement (including, without limitation the trademarks listed on Schedule A and the copyrights listed on Schedule B, each attached hereto) and hereby assigns and transfers to each Grantor any right, title and interest it may have in, to and under all of the intellectual property and general intangibles included as part of the Collateral granted pursuant to the IP Security Agreement and the Security Agreement (including, without limitation the trademarks listed on Schedule A and the copyrights listed on Schedule B, each attached hereto), and in each case, including, without limitation, all proceeds thereof, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.


The release set forth herein shall be without recourse to or warranty by the Bank.

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.


* * * * *

IN WITNESS WHEREOF, the Bank has caused this Release to be executed by its duly authorized representative as of the Effective Date.

BANK OF AMERICA, N.A.

By 
Name: KARIM S. BARNES
Title: SENIOR VICE PRESIDENT

SCHEDULE A
TRADEMARKS

Trademark/Service Mark	Registration Number	Registration Date
Get in. Get out. Get ahead.	2711192	April 29, 2003
Heald	3600788	April 7, 2009
"H" 	3323367	October 30, 2007
Heald College	2573598	May 28, 2002

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SCHEDULE B

COPYRIGHTS

Title of Copyrighted Work and Publication Date	Beneficial Owner	Copyright Claimant Listed in Registration or Application	U.S. Copyright Registration No.
Heald Planner: Heald Business College Published: January 23, 1995	Heald College, LLC	Heald Colleges of California. Registration changed to Heald College, LLC	TX-4-114-470
Class Arrivals: Employee Manual / Karen Iversen Published: October 1, 1996	Heald College, LLC	Heald Colleges. Registration change to Heald College, LLC is in process.	TX-4-523-235

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