

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
Community Education Centers, Inc.		12/13/2010	CORPORATION: DELAWARE
Adappt, Inc.		12/13/2010	CORPORATION: PENNSYLVANIA
Arapahoe County Residential Center, Inc.		12/13/2010	CORPORATION: COLORADO
Civigenics, Inc.		12/13/2010	CORPORATION: MASSACHUSETTS
Civigenics Management Services, Inc.		12/13/2010	CORPORATION: MASSACHUSETTS
Civigenics-Texas, Inc.		12/13/2010	CORPORATION: TEXAS
Community Corrections, Incorporated		12/13/2010	CORPORATION: COLORADO
Fenton Security, Inc.		12/13/2010	CORPORATION: PENNSYLVANIA
Secon, Inc.		12/13/2010	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance, LLC
Street Address:	12 East 49th Street
Internal Address:	37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2421250	CIVIGENICS
Registration Number:	1677986	SECON
Registration Number:	2390811	COMMUNITY EDUCATION CENTERS

900179401

**TRADEMARK
 REEL: 004438 FRAME: 0463**

CH \$1115.00 2421250

Serial Number:

77939107

CEC COMMUNITY EDUCATION CENTERS

CORRESPONDENCE DATA

Fax Number: (212)259-6333

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-259-8318

Email: ptodocket@dl.com

Correspondent Name: Monique L. Ribando

Address Line 1: 1301 Avenue of the Americas

Address Line 2: Dewey & LeBoeuf LLP

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:

101413.103

NAME OF SUBMITTER:

Monique L. Ribando

Signature:

/Monique L. Ribando/

Date:

12/21/2010

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13th day of December, 2010, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Wells Fargo Capital Finance, LLC, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of December 13, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Community Education Centers, Inc., a Delaware corporation, as Administrative Borrower ("Administrative Borrower"), and any of Administrative Borrower's subsidiaries that are signatories thereto (such subsidiaries and Administrative Borrower each individually as a "Borrower" and individually, collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of December 13, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security 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. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK

COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending

Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization or Bank Product Collateralization, as applicable) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of this Trademark Security Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; *PROVIDED, HOWEVER*, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF *FORUM NON CONVENIENS* OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**COMMUNITY EDUCATION CENTERS,
INC.**

By: _____

Name: John J. Clancy
Title: President and CEO

ADAPPT, INC.

By: _____

Name: John J. Clancy
Title: President

**ARAPAHOE COUNTY RESIDENTIAL
CENTER, INC.**

By: _____

Name: John J. Clancy
Title: President

CIVIGENICS, INC.

By: _____

Name: John J. Clancy
Title: President

**CIVIGENICS MANAGEMENT SERVICES,
INC.**

By: _____

Name: John J. Clancy
Title: President

Signature page to the Trademark Security Agreement

CIVIGENICS-TEXAS, INC.

By: _____
Name: John J. Clancy
Title: President

**COMMUNITY CORRECTIONS,
INCORPORATED**

By: _____
Name: John J. Clancy
Title: President

FENTON SECURITY, INC.

By: _____
Name: John J. Clancy
Title: President

SECON, INC.

By: _____
Name: John J. Clancy
Title: President

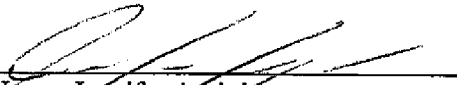
Signature page to the Trademark Security Agreement

ACCEPTED AND
ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By:


Name: Jennifer Avrigian
Title: Director

Signature page to Trademark Security Agreement

TRADEMARK
REEL: 004438 FRAME: 0471

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS/APPLICATIONS

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Civigenics, Inc	United States	CIVIGENICS	2,421,250	01/16/2001
Civigenics, Inc	Unites States	SECON	1,677,986	03/03/1992
Community Education Centers, Inc.	United States	COMMUNITY EDUCATION CENTERS	2,390,811	10/03/2000
Community Education Centers, Inc.	United States	CEC COMMUNITY EDUCATION CENTERS & Design	77/939,107	02/18/2010

Trade Names

Community Education Centers, Inc., f/k/a Community Corrections Corporation
Alternative Youth Adventures, Inc
Alternative Youth Adventures
AYA Colorado
AYA
AYA Montana, Inc.
AYA Montana
Community Alternatives of Casper, Inc.
Casper Reentry Center
Casper
Community Alternatives of Cheyenne, Inc.
Community Alternatives of El Paso, Inc.
Community Alternatives of Sweetwater, Inc.
Correctional Alternative Placement Services, Inc.
CAPS
Day Reporting Center of Casper, Inc.
Williams Street Center, Inc.
Alabama Therapeutic Educational Facility
ATEF
Talbot Hall
Tully House
Alfred Bo Robinson Training and Education Center
Bo Robinson Training and Education Center
Liberty Hall
Joseph E Coleman Hall

Coleman Hall
Hoffman Hall
The Harbor
Delaney Hall
Logan Hall
Toler Hall
Wynonna M. Lipman Education and Treatment Center
Lipman Hall
Community Alternatives of Black Hills, Inc.
AYA Utah, Inc.
Community Corrections Services, Inc.
Tooley Hall
Cheyenne Mountain Reentry Center
CMRC
Casper Day Reporting Center
Phoenix Center
Loft House
CSC
Adappt
Penn Pavilion
Arapahoe Community Residential Center
ACRC
Long Beach Residential Center
Long Beach