

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
Azusa Pacific University		04/05/2011	Nonprofit Religious Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	U.S. Bank, National Association, as Collateral Agent
Street Address:	633 West Fifth Street, 24th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3438906	
Registration Number:	3548730	AZUSA PACIFIC UNIVERSITY
Registration Number:	3548740	AZUSA PACIFIC UNIVERSITY
Registration Number:	3548737	AZUSA PACIFIC UNIVERSITY
Registration Number:	3548729	AZUSA PACIFIC UNIVERSITY
Registration Number:	3548731	A AZUSA PACIFIC UNIVERSITY
Registration Number:	3548747	AZUSA PACIFIC UNIVERSITY
Registration Number:	3555810	AZUSA PACIFIC UNIVERSITY
Registration Number:	3555809	AZUSA PACIFIC UNIVERSITY
Registration Number:	3730634	AZUSA PACIFIC
Registration Number:	3730635	AZUSA PACIFIC UNIVERSITY
Registration Number:	3735890	COUGARS AZUSA PACIFIC UNIVERSITY
Registration Number:	3735888	COUGARS
Registration Number:	3548735	AZUSA PACIFIC UNIVERSITY

TRADEMARK

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REEL: 004515 FRAME: 0724

CH \$440.00 3438906

Registration Number:	3438907	
Registration Number:	3548734	AZUSA PACIFIC UNIVERSITY
Registration Number:	3735889	COUGARS AZUSA PACIFIC UNIVERSITY

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1943307
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	04/05/2011

Total Attachments: 3
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TRADEMARK COLLATERAL AGREEMENT

This 5th day of April, 2011, Azusa Pacific University, a California nonprofit religious corporation ("*Debtor*") with its principal place of business and mailing address at 901 E. Alost Avenue, Azusa, CA 91702, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to U.S. Bank, National Association, a national banking association ("*U.S. Bank*"), with its mailing address at 633 West Fifth Street, 24th Floor, Los Angeles, CA 90071, acting as collateral agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, (U.S. Bank acting as such collateral agent, together with its successors or assigns acting in such capacity being hereinafter referred to as the "*Collateral Agent*"), and grants to the Collateral Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Collateral Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Collateral Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (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 any Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Collateral Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office with respect to any Intent-To-Use Application, then that application shall cease to be partly exempted from this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AZUSA PACIFIC UNIVERSITY

By Mark S. Dickerson
Name Mark S. Dickerson
Title Vice President

Accepted and agreed to as of the date and year last above written.

U.S. BANK, NATIONAL ASSOCIATION, as
Collateral Agent

By [Signature]
Name ASHRAF Almuradov
Title J.P.

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

REGISTERED NO.	NAME OF MARK
Reg. No. 3,438,906	
Reg. No. 3,548,730	Azusa Pacific University
Reg. No. 3,548,740	Azusa Pacific University
Reg. No. 3,548,737	Azusa Pacific University
Reg. No. 3,548,729	Azusa Pacific University
Reg. No. 3,548,731	A Azusa Pacific University
Reg. No. 3,548,747	Azusa Pacific University
Reg. No. 3,555,810	Azusa Pacific University
Reg. No. 3,555,809	Azusa Pacific University
Reg. No. 3,730,634	Azusa Pacific
Reg. No. 3,730,635	Azusa Pacific University
Reg. No. 3,735,890	Cougars Azusa Pacific University
Reg. No. 3,735,888	Cougars
Reg. No. 3,548,735	Azusa Pacific University
Reg. No. 3,438,907	
Reg. No. 3,548,734	Azusa Pacific University
Reg. No. 3,735,889	Cougars Azusa Pacific University