

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| 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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|----------------------|---------|----------------------------------|
| 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 |