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TO: TIFFANY L. SCHWARTZ COMPANY: ONE US BANK PLAZA

05/06/2011



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Electronic Version v1.1  
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12/30/10

SUBMISSION TYPE:		NEW ASSIGNMENT																													
NATURE OF CONVEYANCE:		SECURITY INTEREST																													
CONVEYING PARTY DATA																															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Medical Education Technologies, Inc</td> <td></td> <td>12/29/2010</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Medical Education Technologies, Inc		12/29/2010	CORPORATION: DELAWARE																				
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<table border="1"> <tr> <td>Name:</td> <td colspan="3">U.S. Bank National Association</td> </tr> <tr> <td>Street Address:</td> <td colspan="3">ONE U.S. BANK PLAZA, 12TH FLOOR</td> </tr> <tr> <td>Internal Address:</td> <td colspan="3">MAIL CODE SL-MO-T12M</td> </tr> <tr> <td>City:</td> <td colspan="3">Saint Louis</td> </tr> <tr> <td>State/Country:</td> <td colspan="3">MISSOURI</td> </tr> <tr> <td>Postal Code:</td> <td colspan="3">63101</td> </tr> <tr> <td>Entity Type:</td> <td colspan="3">National Banking Association: <i>U.S.</i></td> </tr> </table>				Name:	U.S. Bank National Association			Street Address:	ONE U.S. BANK PLAZA, 12TH FLOOR			Internal Address:	MAIL CODE SL-MO-T12M			City:	Saint Louis			State/Country:	MISSOURI			Postal Code:	63101			Entity Type:	National Banking Association: <i>U.S.</i>		
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CORRESPONDENCE DATA																															
<p>Fax Number: (314)667-3633  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>  Phone: 314.552.6000  Email: ipdocket@thompsoncoburn.com  Correspondent Name: Tiffany L. Schwartz  Address Line 1: One US Bank Plaza  Address Line 2: Thompson Coburn LLP  Address Line 4: Saint Louis, MISSOURI 63101</p>																															
ATTORNEY DOCKET NUMBER:		299-78347																													
NAME OF SUBMITTER:		Tiffany L. Schwartz																													
Signature:		/Tiffany L Schwartz/																													

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TO: TIFFANY L. SCHWARTZ COMPANY: ONE US BANK PLAZA

Date:

12/30/2010

Total Attachments: 4

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 TO: TIFFANY L. SCHWARTZ COMPANY: ONE US BANK PLAZA

AMENDMENT TO PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

This Amendment to Patent, Trademark and License Security Agreement (this "Amendment") is made as of the 29<sup>th</sup> day of December, 2010, by and between Medical Education Technologies, Inc., a Delaware corporation ("Debtor") and U.S. Bank National Association, as Agent, for the benefit of the Agent, the L/C Issuer and the Lenders. All capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Loan Agreement dated as of October 8, 2008 by and among the Debtor, the Lenders from time to time party thereto and U.S. Bank National Association, as the L/C Issuer and the Agent, as amended by a certain letter amendment dated July 1, 2009, by a First Amendment to Loan Agreement dated as of June 30, 2010 and a Second Amendment to Loan Agreement dated as of the date hereof (as so amended, the "Loan Agreement").

WITNESSETH:

WHEREAS, Debtor heretofore executed in favor of the Agent for the benefit of the Agent, the L/C Issuer and the Lenders that certain Patent, Trademark and License Security Agreement dated as of October 8, 2008 (the "Patent, Trademark and License Security Agreement"); and

WHEREAS, Debtor has registered an additional trademark with the USPTO and Debtor and Agent desire to amend the Patent, Trademark and License Security Agreement to include such trademark on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the above stated premises and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Schedule C to the Patent, Trademark and License Security Agreement is hereby amended to add the following trademark registrations:

Country	Mark	Registration No.	Registration Date
USA	Muse	3,850,966	September 21, 2010

All references in the Patent, Trademark and License Security Agreement to "Schedule C" and any other references of similar import shall henceforth mean and refer to Schedule C as amended by this Amendment, and all references in the Patent, Trademark and License Security Agreement to the Trademarks of Debtor shall be amended to include the above Trademark. For value received, Debtor hereby grants to the Agent for the benefit of the Agent, the L/C Issuer and the Lenders a security interest in and lien on all of Borrower's right, title and interest in, to and under the above-referenced Trademark on the same terms and subject to the same covenants and conditions as set forth in the Patent, Trademark and License Security Agreement.

2. The Patent, Trademark and License Security Agreement, as hereby amended, shall continue to secure the Secured Obligations (as defined therein and as amended herein), including, without limitation all of Borrower's Obligations as defined in the Loan Agreement. Upon the occurrence of an Event of Default, as defined in the Loan Agreement, Lender shall be entitled to and may exercise all rights and remedies under the Patent, Trademark and License Security Agreement and as otherwise provided by law, including without limitation, acceleration of all principal and interest outstanding under any of the Secured Obligations and foreclosure of the Collateral described therein.

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TO: TIFFANY L. SCHWARTZ COMPANY: ONE US BANK PLAZA

3. Debtor hereby represents and warrants to Agent that:

(a) the execution, delivery and performance by Debtor of this Amendment are within the corporate powers of Debtor, have been duly authorized by all necessary corporate action and require no action by or in respect of, filing with or consent of any governmental or regulatory body, instrumentality, authority, agency or official or any other person or entity. The execution, delivery and performance by Debtor of this Amendment do not conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under or result in any violation of, and Debtor is not now in default under or in violation of, the terms of the Certificate of Incorporation or Bylaws of Debtor, as amended, any applicable law, rule, regulation, order, writ, judgment or decree of any court or governmental or regulatory body, instrumentality, authority, agency or official or any agreement, document or instrument to which Debtor is a party or by which Debtor or any of its property or assets is bound or to which Debtor or any of its property or assets is subject;

(b) this Amendment has been duly executed and delivered by Debtor and constitutes the legal, valid and binding obligation of Debtor enforceable in accordance with its terms; and

(c) as of the date of this Amendment, all of the covenants, representations and warranties of Debtor set forth in the Patent, Trademark and License Security Agreement are true and correct and no "Event of Default" (as defined therein) under or within the meaning of the Patent, Trademark and License Security Agreement has occurred and is continuing.

4. Except to the extent amended by this Amendment, all of the terms, provisions, conditions, agreements, covenants, representations, warranties and powers contained in the Patent, Trademark and License Security Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

5. All references in the Patent, Trademark and License Security Agreement to "this Patent, Trademark and License Security Agreement" and any other references of similar import shall henceforth mean the Patent, Trademark and License Security Agreement as amended by this Amendment.

6. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Debtor may not assign, transfer or delegate any of its rights or obligations under the Patent, Trademark and License Security Agreement as amended by this Amendment.

7. This Amendment shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

8. In the event of any inconsistency or conflict between this Amendment and the Patent, Trademark and License Security Agreement, the terms, provisions and conditions contained in this Amendment shall govern and control.

*Signature page follows*

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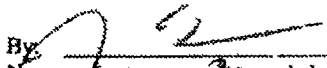
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TO: TIFFANY L. SCHWARTZ COMPANY: ONE US BANK PLAZA

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

MEDICAL EDUCATION TECHNOLOGIES, INC.

By:   
Name: Michael P. Costello  
Title: President / CEO

U.S. BANK NATIONAL ASSOCIATION, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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MEDICAL EDUCATION TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION, as Agent

By: *Kari Niemann*  
Name: Kari Niemann  
Title: Assistant Vice President

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