

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ross Education, LLC		07/07/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as agent		
<b>Street Address:</b>	135 S. LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3282141	YOUR LIFE . . . YOUR CAREER.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)558-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312 558-6352		
<b>Email:</b>	lkonrath@winston.com		
<b>Correspondent Name:</b>	Laura Konrath		
<b>Address Line 1:</b>	35 W Wacker Drive		
<b>Address Line 2:</b>	Winston & Strawn LLP, Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	1740-232		
<b>NAME OF SUBMITTER:</b>	Laura Konrath		
<b>Signature:</b>	/Laura Konrath/		

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**900196823**

**TRADEMARK  
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Date:

07/12/2011

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of July 7, 2011, by ROSS EDUCATION, LLC, a Delaware limited liability company (herein referred to as “Grantor”), in favor of BANK OF AMERICA, N.A., with offices at 135 South LaSalle Street, Chicago, Illinois 60603, in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the “Administrative Agent”).

### W I T N E S S E T H:

WHEREAS, Grantor owns the Trademarks (as defined in the Security Agreement referenced below) listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”) among Ross Education Holdings, LLC (the “Borrower”), Grantor, as a guarantor, the other Loan Parties signatory thereto, the financial institutions from time to time party thereto (together with their respective successors and assigns, “Lenders”) and the Administrative Agent; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the “Security Agreement”) among the Borrower, Grantor, the other grantors party thereto and the Administrative Agent, as administrative agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, “Grantee”), Grantor has granted, pledged and collaterally assigned to Grantee for the ratable benefit of such secured parties a security interest in all of Grantor’s right, title and interest of Grantor in the Trademark Collateral (as defined below), whether now owned or at any time hereafter acquired, and wherever located or deemed located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, acceleration or otherwise) of the Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, pledge and collaterally assign to Grantee, for the ratable benefit of the Secured Parties (as defined in the Credit Agreement), a security interest in all of Grantor’s right, title and interest in the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, and wherever located or deemed located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, acceleration or otherwise) of the Obligations,

(i) each Trademark owned by Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto; all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to each Trademark, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing; and the right to sue for past, present or future infringements for each Trademark; and

(ii) all Proceeds (as defined in the Security Agreement) and products of any and all of the foregoing.

Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term "Trademark" shall not include any Trademark applications filed in the United States Patent and Trademark Office on the basis of Debtor's "intent-to-use" such Trademark, unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The parties irrevocably and unconditionally submit to the nonexclusive jurisdiction of the courts of the State of New York sitting in the borough of Manhattan and of the United States District Court of the Southern District of New York, and any appellate court thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such Federal court. The parties agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent may otherwise have to bring any action or proceeding relating to this Agreement against Grantor or its properties in the courts of any jurisdiction.

[signature page follows]


IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

**ROSS EDUCATION, LLC**

By: Anthony Jacono  
Name: Anthony Jacono  
Title: CEO / Treasurer

Acknowledged and Agreed:

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By:   
Name: Steven Gazzillo  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**

**REEL: 004580 FRAME: 0554**

**SCHEDULE 1**  
**to**  
**Trademark Security Agreement**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>Trademark</u>	<u>Reg. No./App. No.</u>	<u>Reg. Date/App. Date</u>
YOUR LIFE...YOUR CAREER	3282141	8/21/2007