

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
Envision EMI, LLC		10/11/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GRYPHON PARTNERS III, L.P.
Street Address:	ONE MARKET PLAZA
Internal Address:	STEUART TOWER, 24TH FLOOR
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	GRYPHON PARTNERS III-A, L.P.
Street Address:	ONE MARKET PLAZA
Internal Address:	STEUART TOWER, 24TH FLOOR
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	GRYPHON PARTNERS III-B, L.P.
Street Address:	ONE MARKET PLAZA
Internal Address:	STEUART TOWER, 24TH FLOOR
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 29

900204382

**TRADEMARK
 REEL: 004639 FRAME: 0970**

CH \$740.00 3660387

Property Type	Number	Word Mark
Registration Number:	3660387	JRPYIC
Registration Number:	3660388	JUNIOR PRESIDENTIAL YOUTH INAUGURAL CONFERENCE
Registration Number:	3646511	UPIC
Registration Number:	3621222	UNIVERSITY PRESIDENTIAL INAUGURAL CONFERENCE
Registration Number:	3509774	IYLF
Registration Number:	3433567	INTERNATIONAL YOUTH LEADERSHIP FORUM
Registration Number:	3290816	GLOBAL YOUNG LEADERS CONFERENCE
Registration Number:	3695999	NYLSC
Registration Number:	3211245	JR NYLC
Registration Number:	3245605	NATIONAL YOUNG SCHOLARS PROGRAM
Registration Number:	3263340	NATIONAL PHYSICIAN AMBASSADORS PROGRAM
Registration Number:	3300449	NPAP
Registration Number:	3289328	NATIONAL CENTER FOR EARLY ACADEMIC EXCELLENCE NATIONAL YOUNG SCHOLARS PROGRAM
Registration Number:	3300450	NATIONAL PHYSICIAN AMBASSADORS PROGRAM
Registration Number:	3178871	ENVISION INSTITUTE
Registration Number:	2975210	LEADERSHIP HONORS BOOTCAMP
Registration Number:	2712280	GLOBAL YOUNG LEADERS SUMMIT
Registration Number:	2712281	JUNIOR NATIONAL YOUNG LEADERS CONFERENCE
Registration Number:	2663828	ENVISION EMI
Registration Number:	2656907	ENVISION EDUCATE MOTIVATE INSPIRE
Registration Number:	2389530	NATIONAL YOUTH LEADERSHIP FORUM COGNITIO DUCTUS
Registration Number:	2389528	NATIONAL YOUTH LEADERSHIP FORUM
Registration Number:	2401553	PRESIDENTIAL YOUTH INAUGURAL CONFERENCE
Registration Number:	2403549	NYLC
Registration Number:	2401548	NATIONAL YOUNG LEADERS CONFERENCE
Registration Number:	2397251	CONGRESSIONAL YOUTH LEADERSHIP COUNCIL
Registration Number:	2496798	GYLC
Registration Number:	2507637	PYIC
Registration Number:	2397252	CYLC

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Email: susan.zablocki@kirkland.com

TRADEMARK
REEL: 004639 FRAME: 0971

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Susan Zablocki
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	39300-76
NAME OF SUBMITTER:	Susan Zablocki
Signature:	/susan zablocki/
Date:	10/11/2011

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this "**Agreement**"), dated as of this 11th day of October, 2011, is made by Envision EMI, LLC, a Delaware limited liability company ("**Grantor**"), in favor of Gryphon Partners III, L.P., Gryphon Partners III-A, L.P., and Gryphon Partners III-B, L.P. (collectively, and together with each of their respective successors and assigns, the "**Secured Party**").

PRELIMINARY STATEMENTS

A. Grantor and the Secured Party are parties to a Secured Demand Promissory Note dated as of the date hereof (as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "**Note**"), pursuant to which the Secured Party has agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to Grantor.

B. As a condition to the execution and delivery of the Note, the Secured Party has required, among other things, that Grantor grant to the Secured Party a lien on and security interest in the property of Grantor.

D. Capitalized terms used herein without definition are used as defined in the Note.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to make an extension of credit to Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby grants to Secured Party a lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the "**Trademark Collateral**"):

(i) all of its trademarks and trademark applications, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and all renewals and extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application; and

(iii) all income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark 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 obligations of Grantor as set out in and defined in the Note.

Notwithstanding the foregoing, no grant of any lien or security interest shall be deemed granted hereunder on or in any "intent-to-use" trademark application until such time as a statement of use has been filed with and accepted by the United States Patent and Trademark Office.

3. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark applications subject to a security interest hereunder.


4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE TO FOLLOW]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of the date and year first written above.

ENVISION EMI, LLC, a Delaware limited liability company

By: 
Name: Richard Rossi
Title: GENERAL MANAGER

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of the date and year first written above.

ENVISION EMI, LLC, a Delaware limited liability company

By: 
Name: Barbara Harris
Title: GENERAL MANAGER

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

**GRYPHON PARTNERS III, L.P., GRYPHON
PARTNERS III-A, L.P. AND GRYPHON
PARTNERS III-B, L.P.**

By: *R. David Andrews*
Name: R. David Andrews
Its: Partner

SCHEDULE A

U.S. Registered Trademarks and Trademark Applications

Trademark	Applicant / Registrant	Applic. No.	Filing Date	Reg. No.	Reg. Date
PARENTS OF HIGH ACHIEVING CHILDREN	ENVISION EMI, LLC	85139758	9/28/2010		
P/HAC	ENVISION EMI, LLC	85139764	9/28/2010		
P/AC	ENVISION EMI, LLC	85139771	9/28/2010		
GYLS	ENVISION EMI, LLC	77939178	2/18/2010		
JRPYIC	ENVISION EMI, LLC	77607860	11/5/2008	3660387	7/28/2009
JUNIOR PRESIDENTIAL YOUTH INAUGURAL CONFERENCE	ENVISION EMI, LLC	77607881	11/5/2008	3660388	7/28/2009
UPIC	ENVISION EMI, LLC	77607909	11/5/2008	3646511	6/30/2009
UNIVERSITY PRESIDENTIAL INAUGURAL CONFERENCE	ENVISION EMI, LLC	77607940	11/5/2008	3621222	5/12/2009
IYLF	ENVISION EMI, LLC	77300869	10/10/2007	3509774	9/30/2008
INTERNATIONAL YOUTH LEADERSHIP FORUM	ENVISION EMI, LLC	77300987	10/10/2007	3433567	5/20/2008
GLOBAL YOUNG LEADERS CONFERENCE	ENVISION EMI, LLC	78871623	4/27/2006	3290816	9/11/2007
NYLSC	ENVISION EMI, LLC	78870470	4/26/2006	3695999	10/13/2009

Trademark	Applicant / Registrant	Applic. No.	Filing Date	Reg. No.	Reg. Date
JR NYLC	ENVISION EMI, LLC	78870480	4/26/2006	3211245	2/20/2007
NATIONAL YOUNG SCHOLARS PROGRAM	ENVISION EMI, LLC	76654855	2/9/2006	3245605	5/22/2007
NATIONAL PHYSICIAN AMBASSADORS PROGRAM	ENVISION EMI, LLC	76654859	2/9/2006	3263340	7/10/2007
NPAP	ENVISION EMI, LLC	76654860	2/9/2006	3300449	10/2/2007
NATIONAL CENTER FOR EARLY ACADEMIC EXCELLENCE NATIONAL YOUNG SCHOLARS PROGRAM	ENVISION EMI, LLC	76654861	2/9/2006	3289328	9/11/2007
NATIONAL PHYSICIAN AMBASSADORS PROGRAM	ENVISION EMI, LLC	76654862	2/9/2006	3300450	10/2/2007
ENVISION INSTITUTE	ENVISION EMI, LLC	76528561	7/9/2003	3178871	12/5/2006
LEADERSHIP HONORS BOOTCAMP	ENVISION EMI, LLC	76526792	7/1/2003	2975210	7/26/2005
GLOBAL YOUNG LEADERS SUMMIT	ENVISION EMI, LLC	76458950	10/17/2002	2712280	4/29/2003
JUNIOR NATIONAL YOUNG LEADERS CONFERENCE	ENVISION EMI, LLC	76458975	10/17/2002	2712281	4/29/2003
ENVISION EMI	ENVISION EMI, LLC	75912723	2/8/2000	2663828	12/17/2002
ENVISION EDUCATE MOTIVATE INSPIRE	ENVISION EMI, LLC	75912724	2/8/2000	2656907	12/3/2002
NATIONAL YOUTH LEADERSHIP FORUM COGNITIO DUCTUS	ENVISION EMI, LLC	75701990	5/10/1999	2389530	9/26/2000

Trademark	Applicant / Registrant	Applic. No.	Filing Date	Reg. No.	Reg. Date
NATIONAL YOUTH LEADERSHIP FORUM	ENVISION EMI, LLC	75701394	5/10/1999	2389528	9/26/2000
PRESIDENTIAL YOUTH INAUGURAL CONFERENCE	ENVISION EMI, LLC	75692426	4/26/1999	2401553	11/7/2000
NYLC	ENVISION EMI, LLC	75691931	4/26/1999	2403549	11/14/2000
NATIONAL YOUNG LEADERS CONFERENCE	ENVISION EMI, LLC	75690658	4/23/1999	2401548	11/7/2000
CONGRESSIONAL YOUTH LEADERSHIP COUNCIL	ENVISION EMI, LLC	75689758	4/23/1999	2397251	10/24/2000
GYLC	ENVISION EMI, LLC	75689887	4/23/1999	2496798	10/9/2001
PYIC	ENVISION EMI, LLC	75690657	4/23/1999	2507637	11/13/2001
CYLC	ENVISION EMI, LLC	75689759	4/23/1999	2397252	10/24/2000

Foreign Trademark Registrations and Trademark Applications

Trademark	Applicant / Registrant	Country	Applic. No.	Filing Date	Reg. No.	Reg. Date
GLOBAL YOUNG LEADERS CONFERENCE	CONGRESSIONAL YOUTH LEADERSHIP COUNCIL, NONPROFIT CORPORATION	Community Trademarks	6007561	6/15/2007	6007561	5/26/2008
GYLC	CONGRESSIONAL YOUTH LEADERSHIP COUNCIL, NONPROFIT CORPORATION	Community Trademarks	6008106	6/15/2007	6008106	5/26/2008
GYLS	ENVISION EMI, LLC	Australia	1182349	6/18/2007	1182349	6/18/2007
CYLC	ENVISION EMI, LLC	Australia	1182364	6/18/2007	1182364	6/18/2007
GYLC	ENVISION EMI, LLC	Australia	1182368	6/18/2007	1182368	6/18/2007
NYLC	ENVISION EMI, LLC	Australia	1182369	6/18/2007	1182369	6/18/2007
CONGRESSIONAL YOUTH LEADERSHIP COUNCIL	ENVISION EMI, LLC	Australia	1182355	6/18/2007	1182355	6/18/2007
GYLS	CONGRESSIONAL YOUTH LEADERSHIP COUNCIL	China	6148452	7/5/2007	6148452	5/28/2010
GYLS	CONGRESSIONAL YOUTH LEADERSHIP COUNCIL	China	6148453	7/5/2007	6148453	5/28/2010
NATIONAL YOUNG LEADERS CONFERENCE	CONGRESSIONAL YOUTH LEADERSHIP COUNCIL	China	6148449	7/5/2007		
GLOBAL YOUNG LEADERS CONFERENCE	CONGRESSIONAL YOUTH LEADERSHIP COUNCIL	China	6148451	7/5/2007		
NYLC	CONGRESSIONAL YOUTH LEADERSHIP COUNCIL	China	6148448	7/5/2007	6148448	5/28/2010