

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
Assessment Technologies Institute, L.L.C.		05/23/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	85418005	ACHIEVE
Serial Number:	85418014	ACTIVE STACK
Serial Number:	75589202	AI ADVANCED INFORMATICS
Serial Number:	85468236	ATI ALLIED HEALTH
Serial Number:	85468245	ATI NURSING EDUCATION
Serial Number:	77009617	E*GME
Serial Number:	75646226	E*VALUE
Serial Number:	76112422	E*VALUE
Serial Number:	85456969	EXAMFX
Serial Number:	77009545	MYFOLIO
Serial Number:	85418026	NURSE'S TOUCH
Serial Number:	77009720	PDX CASE LOGGER
Serial Number:	85262413	REAL LIFE
Serial Number:	73682465	EDUCATIONAL RESOURCES

TRADEMARK

Serial Number:	74251667	N.A.S.M.
Serial Number:	74153282	N.A.S.M. NATIONAL ACADEMY OF SPORTS MEDICINE

CORRESPONDENCE DATA

Fax Number: 3129939767
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-993-2698
Email: magdalini.rizakos@lw.com
Correspondent Name: Magdalini Rizakos c/o Latham & Watkins
Address Line 1: 233 South Wacker Drive, Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	05/29/2012

Total Attachments: 6
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Trademark Security Agreement

Trademark Security Agreement, dated as of May 23, 2012 by ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C. (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as agent pursuant to the Credit Agreement (in such capacity, the "Agent").

WITNESSETH:

Whereas, the Grantor is a party to a Guaranty and Security Agreement dated as of December 6, 2010 (the "Security Agreement") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

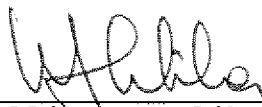
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

ASSESSMENT TECHNOLOGIES INSTITUTE,
L.L.C.

By: 
Name: William J. Aliber
Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.,
as Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004790 FRAME: 0583

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


Very truly yours,

ASSESSMENT TECHNOLOGIES INSTITUTE,
L.L.C.

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: CAROL BRAICO
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004790 FRAME: 0584

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Name of Mark</u>	<u>Grantor</u>	<u>Owner of Record</u>	<u>Serial No.</u>	<u>Pending/Registered</u>
ACHIEVE	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	85418005	PENDING
ACTIVE STACK	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	85418014	PENDING
AI ADVANCED INFORMATICS and Design	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	75589202	REGISTERED
ATI ALLIED HEALTH	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	85468236	PENDING
ATI NURSING EDUCATION	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	85468245	PENDING
E*GME	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	77009617	REGISTERED
E*VALUE	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	75646226	REGISTERED
E*VALUE	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	76112422	REGISTERED
EXAMFX	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	85456969	PENDING

MYFOLIO	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	77009545	REGISTERED
NURSE'S TOUCH	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	85418026	PENDING
PXDX CASE LOGGER (stylized)	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	77009720	REGISTERED
REAL LIFE	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	85262413	PENDING
EDUCATIONAL RESOURCES and Design	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	73682465	REGISTERED
N.A.S.M.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	74251667	REGISTERED
N.A.S.M. NATIONAL ACADEMY OF SPORTS MEDICINE and Design	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	74153282	REGISTERED