

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
Post-Graduate Institute for Medicine, Inc.		06/21/2012	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85643291	MONOGRAPHS IN MOTION	
CORRESPONDENCE DATA			
Fax Number:	4045725135		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-572-3458		
Email:	slake@kslaw.com		
Correspondent Name:	Susan Lake, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09637-233025		
NAME OF SUBMITTER:	Susan Lake		
Signature:	/Susan Lake/		

CH \$40.00 85643291

Date:

07/05/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 21, 2012 (this "Agreement"), is made by POST-GRADUATE INSTITUTE FOR MEDICINE, INC., a Colorado corporation (the "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Second Amended and Restated Credit Agreement, dated as of March 20, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Parent, the Borrowers, the Lenders party thereto, and the Administrative Agent, the Lenders have extended certain financial accommodations to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered an Amended and Restated Pledge and Security Agreement, dated as of May 15, 2009 (as reaffirmed and amended by that certain Master Reaffirmation Agreement and Amendment to Loan Documents, dated as of March 20, 2012, and as further amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing Security Interest in any and all trademarks and trademark applications used or filed by the Grantor to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing Security Interest in the following (collectively, the "Trademark Collateral");

- (a) Grantor's interest, as joint owner with Prime Medic, Inc., a Canadian corporation with a business address at 105 Harrison Garden Blvd., Suite 150, Toronto,

Ontario M2N 0C3, Canada ("Prime Medic"), in the trademarks (the "Trademarks") and trademark applications listed on Schedule A hereto;

(b) Grantor's interest in the goodwill of the business connected with the use of, and symbolized by the Trademarks;

(c) Grantor's interest in the right to sue third parties for past, present and future infringements of the Trademarks; and

(d) Grantor's interest in the proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of the Trademarks.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the Security Interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The Security Interest granted hereby has been granted as a supplement to, and not in limitation of, the Security Interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Restriction to Grantor's Interest. For the avoidance of doubt, this Agreement does not convey any security interest in or any right to the joint ownership interest of Prime Medic in or to the Trademark Collateral, and it shall not affect Prime Medic's rights under the agreement, dated as of May 7, 2012, by and among Grantor, Prime Medic, and Postgraduate Healthcare Education, LLC, a Delaware limited liability company with a business address at 160 Chubb Avenue, Lyndhurst, NJ 07071.

SECTION 5. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the Security Interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, the Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed,

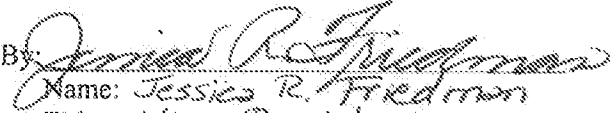
administered and applied in accordance with the terms and provisions thereof, including Article 10 thereof.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

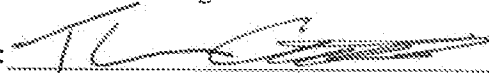
POST-GRADUATE INSTITUTE FOR
MEDICINE, INC., a Colorado corporation

By: 
Name: *Jessica R. Friedman*
Title: *Vice President*

[JOBSON - TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004815 FRAME: 0306

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Administrative Agent

By: 

Name:

Title:

Thomas Costello
Duly Authorized Signatory

[JOBSON -- TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004815 FRAME: 0307

SCHEDULE A
to Trademark Security Agreement

Country	Trademark	Serial No.	Filing Date
United States	MONOGRAPHS IN MOTION	85643291	6/5/2012