

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NATIONAL YOUTH EDUCATION COUNCIL, LLC		08/30/2012	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NATIONAL EDUCATION COUNCIL CORPORATION		
<b>Street Address:</b>	c/o Gryphon Investors, One Market Plaza, Steuart Tower, 24th Floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4154229	LEADAMERICA	
Registration Number:	3993782	LEADAMERICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Email:</b>	susan.zablocki@kirkland.com		
<b>Correspondent Name:</b>	Susan Zablocki		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	601 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	22809-1		
<b>NAME OF SUBMITTER:</b>	Susan Zablocki		
<b>Signature:</b>	/susan zablocki/		

CH \$65.00 4154229

Date:

08/30/2012

**Total Attachments: 4**

source=National Youth Education Council Security Agreement#page1.tif

source=National Youth Education Council Security Agreement#page2.tif

source=National Youth Education Council Security Agreement#page3.tif

source=National Youth Education Council Security Agreement#page4.tif

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** dated as of August 30, 2012, (the "Trademark Security Agreement") is made by **NATIONAL YOUTH EDUCATION COUNCIL, LLC**, a Florida limited liability company, with its principal office at 1515 South Federal Highway, Suite 301, Boca Raton, Florida 33432 (the "Grantor"), in favor of **NATIONAL EDUCATION COUNCIL CORPORATION**, a Delaware corporation, c/o Gryphon Investors, One Market Plaza, Steuart Tower, 24th Floor, San Francisco, California 94105 (together with its successors and assigns, the "Secured Party").

**WHEREAS**, Grantor is the owner of the United States trademarks and service marks set forth in Schedule A attached hereto (collectively, the "Trademarks") and all goodwill of any business associated therewith or symbolized by the Trademarks, and all products and proceeds of the foregoing;

**WHEREAS**, Grantor agrees to execute and deliver to the Secured Party this Agreement for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") and to confirm, evidence and perfect the security interest in the Trademark Collateral.

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby unconditionally grants, assigns, and pledges to Secured Party a continuing first priority security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing and Trademark Intellectual Property Licenses to which it is a party including, but not limited to those referred to on Schedule A hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(e) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to

Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

Grantor hereby acknowledges the sufficiency and completeness of this Trademark Security Agreement to create the security interest in the Trademarks and Trademark Collateral for the Secured Party and Grantor hereby requests the PTO to record the same together with Schedule A.

\* \* \* \* \*

**SCHEDULE A**

**U.S. Trademarks Registrations and Trademark Applications**

<b>Mark</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Owner</b>
LEADAMERICA	85499700 12/20/2011	4154229 6/5/2012	National Youth Education Council, LLC
LEADAMERICA	85199598 12/16/2010	3993782 7/12/2011	National Youth Education Council, LLC

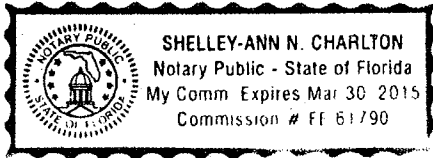
**Non-U.S. Trademark Applications**

<b>Mark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Owner</b>
LEADAMERICA	India	2317447	4/18/2012	National Youth Education Council, LLC
LEADAMERICA	China			National Youth Education Council, LLC

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of 30<sup>th</sup> day of AUGUST, 2012.

*SAC* 8/30/2012

NATIONAL YOUTH EDUCATION COUNCIL, LLC



By: *Terrence Stecz*  
Name: Terrence Stecz  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]