

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
ProSchools, Inc.		09/07/2012	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3585206	PROSCHOOLS	
CORRESPONDENCE DATA			
Fax Number:	6123408856		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	612-492-6842		
Email:	Cadwell.Jeffrey@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	M234336		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
Signature:	/Jeffrey R. Cadwell/		

CH \$40.00 3585206

Date:

09/11/2012

Total Attachments: 4

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Confirmatory Grant of Security Interest in Intellectual Property

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of September 7, 2012, by and from the grantor party hereto (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office;

WHEREAS, ProSchools Acquisition Company, a corporation organized under the laws of the State of Delaware ("PSAC"), ProSchools, Inc., a corporation organized under the laws of the State of Oregon ("PSI"), Compliance Management Services, LLC, a limited liability company organized under the laws of the State of Maryland ("CMS"), Keen Skills, Inc., a corporation organized under the laws of the State of Florida ("KSI"), American Home Inspectors Training Institute, Ltd., a corporation organized under the laws of the State of Wisconsin ("AHITI"), Advanced Education Systems, LLC, a limited liability company organized under the laws of the State of Maryland ("AES" and together with PSAC, PSI, CMS, KSI, and AHITI, each a "Borrower" and collectively, the "Borrowers"), the Secured Party, and the Lenders have entered into a Credit Agreement dated concurrently herewith (as amended, supplemented, extended, restated or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed, among other things, to extend to the Borrowers certain credit accommodations; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such

satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

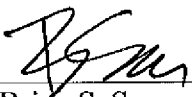
(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

3) Governing Law. The validity, construction and enforceability of this Confirmatory Grant shall be governed by the internal laws of the State of New York, without giving effect to conflict of laws principles thereof, but giving effect to Federal Laws of the United States applicable to national banks.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

PROSCHOOLS, INC.

By:  _____
Name: Brian S. Sauer
Title: Vice President and Secretary

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
1.	Proschools	78732081	10/12/05	3,585,206	3/10/2009	Registered	ProSchools, Inc.