

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midwest Technical Institute, Inc.		10/04/2012	CORPORATION: ILLINOIS

RECEIVING PARTY DATA	
Name:	MCG Capital Corporation, as Administrative Agent
Street Address:	1100 Wilson Blvd.
Internal Address:	Suite 3000
City:	Arlington
State/Country:	VIRGINIA
Postal Code:	22209
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	85648634	MTI
Serial Number:	85648859	
Serial Number:	85648587	MIDWEST TECHNICAL INSTITUTE
Serial Number:	85648749	DELTA TECHNICAL COLLEGE

CORRESPONDENCE DATA	
Fax Number:	9194168328
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	9192868041
Email:	pto_tmconfirmation@mvalaw.com
Correspondent Name:	Moore & Van Allen PLLC
Address Line 1:	430 Davis Drive
Address Line 2:	Suite 500
Address Line 4:	Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	020286-064	TRADEMARK
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OP \$115.00 85648634

NAME OF SUBMITTER:	Ellen A. Rubel
Signature:	/Ellen A. Rubel/
Date:	10/10/2012
Total Attachments: 4 source=NGSI-T#page1.tif source=NGSI-T#page2.tif source=NGSI-T#page3.tif source=NGSI-T#page4.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of October 4, 2012 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among the Grantors party thereto, the Lenders from time to time party thereto and MCG Capital Corporation, in its capacity as administrative agent (the "Agent") for the Lenders referenced therein, the undersigned Grantors have granted a continuing security interest in and continuing lien upon intellectual property shown on Schedule 1 hereto to the Agent for the ratable benefit of the Lenders referenced in the Security Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Security Agreement.

The Grantors and the Agent, on behalf of the Lenders referenced in the Security Agreement, hereby acknowledge and agree that the security interest in the intellectual property shown on Schedule 1 hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or any application therefor.

[Remainder of page intentionally left blank – Signature page to follow]

Very truly yours;

MIDWEST TECHNICAL INSTITUTE, INC.,
an Illinois corporation

By: 

Name: Brian K. Huff

Title: President

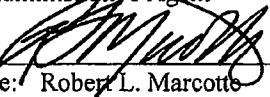
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS
MIDWEST TECHNICAL INSTITUTE, INC.

TRADEMARK
REEL: 004878 FRAME: 0814

Acknowledged and Accepted:

ADMINISTRATIVE
AGENT:

MCG CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Robert L. Marcotte
Title: Managing Director and
Executive Vice President

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS
MIDWEST TECHNICAL INSTITUTE, INC.

TRADEMARK
REEL: 004878 FRAME: 0815

Schedule 1

**Midwest Technical Institute, Inc.
(Illinois Corporation)**

U.S. Trademarks

Pending Applications

Description	Application No.	Filing Date
MTI	85648634	6/11/12
Design Only	85648859	6/11/12
MIDWEST TECHNICAL INSTITUTE	85648587	6/11/12
DELTA TECHNICAL COLLEGE	85648749	6/11/12