

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
NWHW HOLDINGS, INC.		09/28/2012	CORPORATION:
NWHW ACQUISITION COMPANY, INC.		09/28/2012	CORPORATION:
NEW HORIZONS WORLDWIDE, INC.		09/28/2012	CORPORATION:
NEW HORIZONS EDUCATION CORPORATION		09/28/2012	CORPORATION:
NEW HORIZONS COMPUTER LEARNING CENTERS, INC.		09/28/2012	CORPORATION:
NEW HORIZONS FRANCHISING GROUP, INC.		09/28/2012	CORPORATION:
NEW HORIZONS COMPUTER LEARNING CENTER OF PORTLAND, INC.		09/28/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	MANUFACTURERS AND TRADERS TRUST COMPANY
Street Address:	797 East Lancaster Avenue
City:	Villanova
State/Country:	PENNSYLVANIA
Postal Code:	19085
Entity Type:	Financial Institution: PENNSYLVANIA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2658239	CHOOSE. LEARN. SUCCEED.
Registration Number:	3235451	MENTORED LEARNING
Registration Number:	3827109	MENTORED LEARNING
Registration Number:	3272932	MENTORED LEARNING
Registration Number:	2836345	NEW HORIZONS

TRADEMARK

CH \$540.00 2658239

Registration Number:	2515371	NEW HORIZONS
Registration Number:	2616283	NEW HORIZONS
Registration Number:	1337233	NEW HORIZONS
Registration Number:	2726462	NEW HORIZONS
Registration Number:	2281596	NEW HORIZONS
Registration Number:	2064665	NEW HORIZONS
Registration Number:	2976687	NEW HORIZONS CLASSROOM LEARNING
Registration Number:	3286936	NEW HORIZONS COMPUTER LEARNING CENTERS
Registration Number:	3347923	NEW HORIZONS ENGLISH LEARNING CENTERS
Registration Number:	2740456	NEW HORIZONS INTEGRATED LEARNING
Registration Number:	2627887	NEW HORIZONS INTEGRATED LEARNING
Registration Number:	2749863	NEW HORIZONS ONLINE ANYTIME LEARNING
Registration Number:	2722250	NEW HORIZONS ONLINE LIVE LEARNING
Registration Number:	3329061	ONLINE LIVE
Registration Number:	3231684	ONLINE LIVE
Registration Number:	2787753	THE INTEGRATED LEARNING COMPANY

CORRESPONDENCE DATA

Fax Number: 2158325619
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 215.569.5619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye, Esquire
Address Line 1: 130 N. 18th Street
Address Line 2: One Logan Square
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	136059-01002 (MTT)
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	10/19/2012

Total Attachments: 9
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Trademarks and Patents)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Trademarks and Patents) (this "Agreement") made as of this 28th day of September, 2012 by the undersigned (collectively, the "Grantors" and each individually referred to as a "Grantor"), in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, in its capacity as agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

W I T N E S S E T H

WHEREAS, Grantors, as borrowers (collectively, the "Borrowers"), NWHW Holdings, Inc., as guarantor ("NWHW Holdings"), and collectively with the Borrowers, the "Loan Parties"), Lenders and Agent are parties to that certain Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Loan Parties have granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Loan Parties including all right, title and interest of Loan Parties in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Loan Parties' trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Agent and Lenders shall be in addition to any rights and remedies granted under the Loan Agreement, the Other Documents, under the Uniform Commercial Code as now or hereafter in effect in the Commonwealth of Pennsylvania, and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks and Patents (each as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks and Patents) with or without judicial process upon the occurrence of an Event of Default. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement, of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

- (i) each trademark listed on Schedule I annexed hereto and each patent listed on Schedule II (such trademarks and patents referred to as the "Trademarks" and "Patents" respectively), together with any reissues, continuations or extensions

thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Power of Attorney. Upon the occurrence of an Event of Default under the Loan Agreement, each Grantor hereby covenants and agrees that Agent, as the holder of a security interest for the benefit of Lenders under the Uniform Commercial Code as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks and/or Patents covered hereby. Each Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse such Grantor's name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Trademarks and/or Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and/or Patents to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and/or Patents to anyone else including, without limitation, the power to execute a trademark/patent assignment in the form attached hereto as **Exhibit 1**. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all Borrowers' Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

4. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Agent or any Lender.

5. Rights to Use and Enjoy Collateral. Absent an Event of Default, Grantors shall have the right to use and enjoy the Collateral and to make additions and amendments thereto and dispositions thereof in the Ordinary Course of Business.

6. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE COMMONWEALTH OF PENNSYLVANIA. ANY JUDICIAL PROCEEDING BROUGHT BY OR AGAINST LOAN PARTIES WITH RESPECT TO ANY OF THE OBLIGATIONS, THIS AGREEMENT, THE OTHER DOCUMENTS OR ANY RELATED AGREEMENT MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF PENNSYLVANIA, UNITED STATES OF AMERICA, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO ACCEPTS FOR ITSELF AND, AS THE CASE MAY BE, IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE

JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. EACH PARTY HERETO HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY NATIONALLY RECOGNIZED OVERNIGHT COURIER DIRECTED TO SUCH PARTIES AT THEIR ADDRESSES SET FORTH IN THE LOAN AGREEMENT AND SERVICE SO MADE SHALL BE RECEIVED ON THE FIRST BUSINESS DAY AFTER TRANSMITTAL BY NATIONALLY RECOGNIZED OVERNIGHT COURIER. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST LOAN PARTIES IN THE COURTS OF ANY OTHER JURISDICTION. EACH PARTY HERETO WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED IN THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA AND SHALL NOT ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE OR BASED UPON FORUM NON CONVENIENS IN THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA.

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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

NWHW ACQUISITION COMPANY, INC.

By: David L. Warrack
Name: David L. Warrack
Title: President

NEW HORIZONS WORLDWIDE, INC.

By: _____
Name: Earle W. Pratt, III
Title: President + CEO

NEW HORIZONS EDUCATION CORPORATION

By: _____
Name: Earle W. Pratt, III
Title: President + CEO

NEW HORIZONS COMPUTER LEARNING CENTERS, INC.

By: _____
Name: Earle W. Pratt, III
Title: President + CEO

NEW HORIZONS FRANCHISING GROUP, INC.

By: _____
Name: Earle W. Pratt, III
Title: President + CEO

NEW HORIZONS COMPUTER LEARNING CENTER OF PORTLAND, INC.

By: _____
Name: Earle W. Pratt, III
Title: President + CEO

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS AND PATENTS)]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

NWHW ACQUISITION COMPANY, INC.

By: _____
Name: David L. Wamack
Title: President

NEW HORIZONS WORLDWIDE, INC.

By: *E. W. Pratt, III*
Name: Earle W. Pratt, III
Title: President + CEO

NEW HORIZONS EDUCATION CORPORATION

By: *E. W. Pratt, III*
Name: Earle W. Pratt, III
Title: President + CEO

NEW HORIZONS COMPUTER LEARNING CENTERS, INC.

By: *E. W. Pratt, III*
Name: Earle W. Pratt, III
Title: President + CEO

NEW HORIZONS FRANCHISING GROUP, INC.

By: *E. W. Pratt, III*
Name: Earle W. Pratt, III
Title: President + CEO

NEW HORIZONS COMPUTER LEARNING CENTER OF PORTLAND, INC.

By: *E. W. Pratt, III*
Name: Earle W. Pratt, III
Title: President + CEO

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS AND PATENTS)]

Agreed and Accepted:

MANUFACTURERS AND TRADERS
TRUST COMPANY,
as Agent

By: *Andrew S. Zielinski*
Name: Andrew S. Zielinski
Title: Assistant Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(REVOLVING CREDIT LOAN)]

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TRADEMARK
REEL: 004885 FRAME: 0253

TRADEMARK	COUNTRY	APP. NO.	REG. NO.	STATUS	FILING DATE	PUB. DATE	REG. DATE	NEXT RENEWAL	CLASS(ES)
NEW HORIZONS & Design	United Arab Emirates	34366	26278	Registered	1/5/2000		10/18/2000	1/5/2020	16
NEW HORIZONS & Design	United Arab Emirates	34367	26496	Registered	1/5/2000		11/14/2000	1/5/2020	41
NEW HORIZONS & Design	United Arab Emirates	34365	26909	Registered	1/5/2000		12/13/2000	1/5/2020	42
NEW HORIZONS COMPUTER LEARNING CENTERS & Design	United Kingdom	2290736	2290736	Registered	1/23/2002		8/30/2002	1/23/2022	41
NEW HORIZONS COMPUTER LEARNING CENTERS & Design	United Kingdom		2243524	Registered	8/24/2000		11/22/2002	8/24/2020	38; 41
CHOOSE. LEARN. SUCCEED.	United States of America	76230943	2658239	Registered	3/27/2001	9/17/2002	12/10/2002	12/10/2012	16; 38; 41; 42
MENTORED LEARNING	United States of America	78692132	3235451	Registered	8/13/2005		4/24/2007	4/24/2017	41
MENTORED LEARNING	United States of America	7772388	3827109	Registered	7/1/2009	5/18/2010	8/3/2010	8/3/2020	41
MENTORED LEARNING & Design	United States of America	78745991	3272932	Registered	11/3/2005	6/27/2006	7/31/2007	7/31/2017	41

TRADEMARK	COUNTRY	APP. NO.	REG. NO.	STATUS	FILING DATE	PUB. DATE	REG. DATE	NEXT RENEWAL	CLASS(ES)
NEW HORIZONS	United States of America	78143444	2836345	Registered	2/7/2002	2/3/2004	4/27/2004	4/27/2014	38; 41; 42
NEW HORIZONS	United States of America	76259948	2515371	Registered	5/21/2001	9/11/2001	12/4/2001	12/4/2021	09
NEW HORIZONS	United States of America	75841374	2616283	Registered	11/5/1999	6/18/2002	9/10/2002	9/10/2012	16; 41
NEW HORIZONS	United States of America	73485645	1337233	Registered	6/18/1984	3/12/1985	5/21/1985	5/21/2015	41; 42
NEW HORIZONS & Design	United States of America	76260289	2726462	Registered	5/21/2001	3/25/2003	6/17/2003	6/17/2013	16; 38; 41; 42
NEW HORIZONS & Design	United States of America	75546535	2281596	Registered	8/25/1998	7/6/1999	9/28/1999	9/28/2019	09
NEW HORIZONS & Design	United States of America	75033127	2064665	Registered	12/15/1995	3/4/1997	5/27/1997	5/27/2017	41
NEW HORIZONS CLASSROOM LEARNING	United States of America	76268836	2976687	Registered	6/8/2001	5/21/2002	7/26/2005	7/26/2015	41
NEW HORIZONS COMPUTER LEARNING CENTERS & Design	United States of America	78700664	3286936	Registered	8/25/2005	6/20/2006	8/28/2007	8/28/2017	16; 38; 41; 42

TRADEMARK	COUNTRY	APP. NO.	REG. NO.	STATUS	FILING DATE	PUB. DATE	REG. DATE	NEXT RENEWAL	CLASS(ES)
NEW HORIZONS ENGLISH LEARNING CENTERS & Design	United States of America	77161691	3347923	Registered	4/20/2007	9/18/2007	12/4/2007	12/4/2017	16; 38; 41
NEW HORIZONS INTEGRATED LEARNING	United States of America	78143457	2740456	Registered	7/12/2002	4/29/2003	7/22/2003	7/22/2013	16; 38; 42
NEW HORIZONS INTEGRATED LEARNING	United States of America	76268839	2627887	Registered	6/8/2001	7/9/2002	10/1/2002	10/1/2012	41
NEW HORIZONS ONLINE ANYTIME LEARNING	United States of America	76429451	2749863	Registered	7/1/2002	5/20/2003	8/12/2003	8/12/2013	16; 38; 41; 42
NEW HORIZONS ONLINE LIVE LEARNING	United States of America	76268837	2722250	Registered	6/8/2001	4/16/2002	6/3/2003	6/3/2013	16; 38; 41; 42
ONLINE LIVE	United States of America	78524012	3329061	Registered	11/29/2004	3/20/2007	11/6/2007	11/6/2017	38; 41
ONLINE LIVE	United States of America	78977016	3231684	Registered	11/29/2004	8/1/2006	4/17/2007	4/17/2017	16; 42
THE INTEGRATED LEARNING COMPANY	United States of America	78975114	2787753	Registered	3/22/2002		11/25/2003	11/25/2013	41; 42