# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| High-Tech Institute, Inc. | | 11/02/2012 | CORPORATION: ARIZONA |

## RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Bank of Montreal, as Administrative Agent |
| Street Address: | 115 South LaSalle Street |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | Chartered Bank: CANADA |

## PROPERTY NUMBERS Total: 12

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 3393089 | ANTHEM COLLEGE |
| Registration Number: | 3168252 | ANTHEM COLLEGE ONLINE |
| Registration Number: | 3180414 | ANTHEM COLLEGE ONLINE A DIVISION OF HIGH-TECH INSTITUTE |
| Registration Number: | 3168709 | ALLIED COLLEGE |
| Registration Number: | 2878327 | HIGH-TECH INSTITUTE |
| Registration Number: | 2544128 | HTI HIGH-TECH INSTITUTE |
| Registration Number: | 3531490 | ANTHEM INSTITUTE |
| Serial Number: | 77585505 | ANTHEM UNIVERSITY |
| Registration Number: | 3717805 | ANTHEM EDUCATION GROUP |
| Registration Number: | 3717806 | ANTHEM EDUCATION GROUP |
| Registration Number: | 3885159 | MORRISON UNIVERSITY |
| Serial Number: | 77896639 | M MORRISON UNIVERSITY ONLINE |

CH $315.00 3393089

## CORRESPONDENCE DATA

Fax Number: 3128035299

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

| | |
|---|---|
| ATTORNEY DOCKET NUMBER: | 4100442 |
| NAME OF SUBMITTER: | Richard Kalwa |
| Signature: | /richard kalwa/ |
| Date: | 11/19/2012 |

Total Attachments: 7

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# TRADEMARK COLLATERAL AGREEMENT

This 2nd day of November, 2012, HIGH-TECH INSTITUTE, INC., an Arizona corporation (*"Debtor"*), with its principal place of business and mailing address at 3383 North State Road 7, Lauderdale Lakes, Florida 33319, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch (*"BMO"*) with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as *"Agent"*), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of the date hereof among Debtor, the other debtors party thereto and the Agent, as the same has been or may be amended, modified, supplemented or restated from time to time (the *"Security Agreement"*).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as granting a security interest to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as *"Intent-To-Use Applications"*). When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be exempted from this Agreement.

Debtor does hereby further acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, trademark

applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

**[SIGNATURE PAGES TO FOLLOW]**



TRADEMARK
REEL: 004903 FRAME: 0761

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HIGH-TECH INSTITUTE, INC.

By _____

Name: Jeffrey Pierne

Its: Chief Financial Officer and Treasurer



TRADEMARK
REEL: 004903 FRAME: 0762

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By Pauline Christopher
Name: Pauline Christopher
Its: Vice President



TRADEMARK
REEL: 004903 FRAME: 0763

## SCHEDULE A-1
## TO TRADEMARK COLLATERAL AGREEMENT

## REGISTERED TRADEMARKS
## AND TRADEMARK APPLICATIONS

| TRADEMARK | REGISTRATION / SERIAL NUMBER | DATE FILED OR REGISTERED |
|---|---|---|
| ANTHEM COLLEGE | 3,393,089 | 3/4/08 |
| ANTHEM COLLEGE ONLINE | 3,168,252 | 11/7/06 |
| ANTHEM COLLEGE ONLINE | 3,180,414 | 12/5/06 |
| ALLIED COLLEGE | 3,168,709 | 11/7/06 |
| HIGH TECH INSTITUTE | 2,878,327 | 8/31/04 |
| HIGH-TECH INSTITUTE | 2,544,128 | 3/05/02 |
| ANTHEM INSTITUTE | 3,531,490 | 11/11/08 |
| ANTHEM UNIVERSITY | 77/585,505 | 10/3/08 |
| ANTHEM EDUCATION GROUP | 3,717,805 | 12/1/09 |
| ANTHEM EDUCATION GROUP | 3,717,806 | 12/1/09 |
| MORRISON UNIVERSITY | 3,885,159 | 12/7/10 |
| MORRISON UNIVERSITY ONLINE | 77/896,639 | 12/18/09 |

## PENDING FEDERAL TRADEMARK APPLICATIONS

NONE.



TRADEMARK
REEL: 004903 FRAME: 0765

## SCHEDULE A-2
## TO TRADEMARK COLLATERAL AGREEMENT

### TRADEMARK LICENSES

None.