

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
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

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 acknowledge and affirm 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]

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 Pierre

Its: Chief Financial Officer and Treasurer

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

**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
	3,180,414	12/5/06
ALLIED COLLEGE	3,168,709	11/7/06
HIGH TECH INSTITUTE	2,878,327	8/31/04
	2,544,128	3/05/02
ANTHEM INSTITUTE	3,531,490	11/11/08
ANTHEM UNIVERSITY	77/585,505	10/3/08
	3,717,805	12/1/09
ANTHEM EDUCATION GROUP	3,717,806	12/1/09
MORRISON UNIVERSITY	3,885,159	12/7/10
	77/896,639	12/18/09

PENDING FEDERAL TRADEMARK APPLICATIONS

NONE.

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

TRADEMARK LICENSES

None.