

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
Pittsburgh Technical Institute, Inc.		11/29/2012	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA	
Name:	Wells Fargo Bank
Street Address:	444 Liberty Avenue, Suite 1400
Internal Address:	Four Gateway Center
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	National Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2577384	PITTSBURGH TECHNICAL INSTITUTE
Registration Number:	2451092	PTI
Serial Number:	85709650	SUCCESS YOUR WAY

CORRESPONDENCE DATA	
Fax Number:	4123942555
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	412-394-7767
Email:	traip@thorpreed.com
Correspondent Name:	Paul D. Bangor, Jr.
Address Line 1:	301 Grant Street, 14th Floor
Address Line 2:	One Oxford Centre
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	016976.107995
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NAME OF SUBMITTER:	Paul D. Bangor, Jr.
Signature:	/Paul D. Bangor, Jr./
Date:	12/06/2012
Total Attachments: 4 source=Executed Notice of Security Interest (Trademarks) (01414714)#page1.tif source=Executed Notice of Security Interest (Trademarks) (01414714)#page2.tif source=Executed Notice of Security Interest (Trademarks) (01414714)#page3.tif source=Executed Notice of Security Interest (Trademarks) (01414714)#page4.tif	

NOTICE OF SECURITY INTEREST
U.S. TRADEMARKS

WHEREAS, PITTSBURGH TECHNICAL INSTITUTE, INC., a Pennsylvania corporation (the "Grantor"), owns the trademarks listed on the annexed Schedule A, which trademarks are registered, to the extent indicated, in the United States Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain (i) Credit Agreement, dated as of August 21, 2008, by and between the Grantor and WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Grantee"), as amended by that certain (A) First Amendment to Credit Agreement and Revolving Line of Credit Note, dated as of December 30, 2009, (B) Second Amendment to Credit Agreement and Revolving Line of Credit Note, dated as of January 25, 2011, (C) Third Amendment to Credit Agreement and Revolving Line of Credit Note, dated as of January 11, 2012, and (D) Fourth Amendment to Credit Agreement and Revolving Line of Credit Note, dated as of even date herewith (as may be further amended, modified, supplemented or restated from time to time, the "Credit Agreement"), (ii) Construction Loan Agreement, dated August 21, 2008, by and between the Grantor and the Grantee, as amended by that certain (A) First Amendment to Construction Loan Agreement, dated as of June 2, 2009, (B) Second Amendment to Construction Loan Agreement, dated as of December 16, 2009, and (C) Third Amendment to Construction Loan Agreement, dated as of December 30, 2009 (as may be further amended, modified, supplemented or restated from time to time, the "Construction Loan Agreement"), (iii) Reimbursement Agreement, dated August 21, 2008, by and between the Grantor and the Grantee, as amended by that certain (A) First Amendment to Reimbursement Agreement, dated as of December 30, 2009 and (B) Second Amendment to Reimbursement Agreement, dated of even date herewith (as may be further amended, modified, supplemented or restated from time to time, the "Reimbursement Agreement"), and (iv) Construction Loan Agreement, dated of even date herewith, made by and between the Grantor and the Grantee (as may be amended, modified, supplemented or restated from time to time, the "2012 Construction Loan Agreement"), the Borrower is obligated to the Grantee, and the Grantor has entered into that certain First Amended and Restated Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Security Agreement") in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, a security interest in all right, title and interest of the Grantor in and to the Trademarks, the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Indebtedness (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor, pursuant to the Security Agreement, did and does grant to the Grantee a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment and performance of the Indebtedness.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest.

The Grantee's address is Four Gateway Center, 444 Liberty Avenue, Suite 1400, Pittsburgh, Pennsylvania 15222.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Security Interest to be duly executed on the 29th day of November, 2012 as a document under seal.

WITNESS:

James E. Quedberg

PITTSBURGH TECHNICAL INSTITUTE,
INC.

By: [Signature] (Seal)
Name: Terry W. Farrel
Title: Vice President Finance

Schedule A

U. S. Service Mark Registration # 2,577,384 - "Pittsburgh Technical Institute".
Issued June 11, 2002.

U. S Service Mark Registration # 2,451,092 - "PTI".
Issued May 15, 2001.

U.S. Service Mark Registration – "Success Your Way"
Filed August 22, 2012.