

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
DELTA CAREER EDUCATION CORPORATION		12/10/2012	CORPORATION: DELAWARE
CAREER TRAINING SPECIALISTS, INC.		12/10/2012	CORPORATION: LOUISIANA
MILLER-MOTTE BUSINESS COLLEGE, INC.		12/10/2012	CORPORATION: NORTH CAROLINA
MCCANN EDUCATION CENTERS, INC.		12/10/2012	CORPORATION: PENNSYLVANIA
THE MIAMI-JACOBS BUSINESS COLLEGE COMPANY		12/10/2012	CORPORATION: OHIO
SOUTHWEST BUSINESS COLLEGES, INC.		12/10/2012	CORPORATION: COLORADO
BERKS TECHNICAL INSTITUTE, INC.		12/10/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3863510	DELTA DEGREES OF SUCCESS - SUCCESS COMES FROM WITHIN
Registration Number:	3863514	DELTA DEGREES OF SUCCESS
Registration Number:	3708362	CHANGING FUTURES. CHANGING LIVES.
Registration Number:	3867044	CTC CAREER TECHNICAL COLLEGE

CH \$340.00 3863510

Registration Number:	3714885	MILLER-MOTTE
Registration Number:	3826982	MCCANN
Registration Number:	3714650	THE CREATIVE CIRCUS
Registration Number:	3936254	MIAMI-JACOBS
Registration Number:	3913756	TUCSON COLLEGE
Registration Number:	3916051	TC TUCSON COLLEGE CHANGING FUTURES. CHANGING LIVES.
Registration Number:	3718127	LAMSON
Registration Number:	3714831	BTI
Serial Number:	85509240	TEAM U

CORRESPONDENCE DATA

Fax Number: 3125774688
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (312)577-8416
Email: carole.dobbins@kattenlaw.com
Correspondent Name: Carole Dobbins c/o Katten Muchin
Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	12/10/2012

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 10, 2012, is made by Delta Career Education Corporation, a Delaware corporation ("Holdings"), Career Training Specialists, Inc., a Louisiana corporation ("CTS"), McCann Education Centers, Inc., a Pennsylvania corporation ("McCann"), Miller-Motte Business College, Inc., a North Carolina corporation ("Miller-Motte"), Berks Technical Institute, Inc., a Delaware corporation ("BTI"), The Miami-Jacobs Business College Company, an Ohio corporation ("Miami-Jacobs"), and Southwest Business Colleges, Inc., a Colorado corporation ("SBC"; Holdings, CTS, McCann, Miller-Motte, BTI, Miami-Jacobs, and SBC are sometimes referred to herein collectively as the "Grantors" and individually as a "Grantor") in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Lenders.

WITNESSETH:

WHEREAS, each Grantor owns the, Trademark registrations, and pending Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the Credit Agreement, dated as of May 12, 2006 (as the same has been and may further be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, as affiliates of Borrower, Grantors will receive substantial direct and indirect benefits from the loans and other financial accommodations made to the Borrower and accordingly, pursuant to the terms of that certain Security Agreement dated as of May 12, 2006 (as the same has been and may further be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantors, certain affiliates of Grantor, and Agent, each Grantor has granted to Agent for the benefit of Agent and Lenders a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Agent a continuing security interest in all of Grantor's right, title and interest in, to and under

the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including, without limitation, the Trademark registrations (together with any reissues, continuations or extensions thereof) and pending Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the pending Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement and is not intended to increase the rights of Agent or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the 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 incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DELTA CAREER EDUCATION CORPORATION, a Delaware corporation, as a Grantor

By: Joseph A. Kennedy, III
Name: Joseph A. Kennedy, III
Title: Vice Chairman

CAREER TRAINING SPECIALISTS, INC., a Louisiana corporation, as a Grantor

By: Joseph A. Kennedy, III
Name: Joseph A. Kennedy, III
Title: Vice Chairman

MILLER-MOTTE BUSINESS COLLEGE, INC., a North Carolina corporation, as a Grantor

By: Joseph A. Kennedy, III
Name: Joseph A. Kennedy, III
Title: Vice Chairman

MCCANN EDUCATION CENTERS, INC., a Pennsylvania corporation, as a Grantor

By: Joseph A. Kennedy, III
Name: Joseph A. Kennedy, III
Title: Vice Chairman

THE MIAMI-JACOBS BUSINESS COLLEGE COMPANY, an Ohio corporation, as a Grantor

By: Joseph A. Kennedy, III
Name: Joseph A. Kennedy, III
Title: Vice Chairman

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004915 FRAME: 0906

SOUTHWEST BUSINESS COLLEGES,
INC., a Colorado corporation, as a Grantor

By: Joseph A. Kennedy III
Name: Joseph A. Kennedy, III
Title: Vice Chairman

BERKS TECHNICAL INSTITUTE, INC., a
Delaware corporation, as a Grantor

By: Joseph A. Kennedy III
Name: Joseph A. Kennedy, III
Title: Vice Chairman

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name:
Title:

SOUTHWEST BUSINESS COLLEGES,
INC., a Colorado corporation, as a Grantor


By: _____
Name: _____
Title: _____

BERKS TECHNICAL INSTITUTE, INC.,
A DELAWARE CORPORATION, a
Delaware corporation, as a Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Michael K. Kriz
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date	Owner/Applicant
DELTA DEGREES OF SUCCESS- SUCCESS COMES FROM WITHIN	3863510	10/19/10	Delta Career Education Corporation
DELTA DEGREES OF SUCCESS	3863514	10/19/10	Delta Career Education Corporation
CHANGING FUTURES. CHANGING LIVES	3708362	11/10/09	Delta Career Education Corporation
CTC CAREER TECHNICAL COLLEGE	3867044	10/26/10	Career Training Specialists, inc.
MILLER-MOTTE	3714885	11/24/09	Miller-Motte Business College, Inc.
MCANN	3826982	8/3/10	McCann Education Centers, Inc.
THE CREATIVE CIRCUS	3714650	11/24/09	Creative Circus, Inc.
MIAMI-JACOBS	3936254	3/29/11	The Miami-Jacobs Business College Company
TUCSON COLLEGE	3913756	2/1/11	Southwest Business Colleges, Inc.
TC TUCSON COLLEGE CHANGING FUTURES. CHANGING LIVES	3916051	2/8/11	Southwest Business Colleges, Inc.
LAMSON	3718127	12/1/09	Southwest Business Colleges, Inc.
BTI	3714831	11/24/09	Berks Technical Institute, Inc.

FOREIGN TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/Applicant
TEAM U	85509240	1/5/12	N/A	N/A	Delta Career Education Corporation

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.