

## 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
Sagemont Global Education, Inc.		12/21/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78843314	THE SAGEMONT SCHOOL GRADES PRE-K3 - 12 ACCREDITED BY SACS/CITA & AISF	
Serial Number:	85625321	THE SAGEMONT SCHOOL	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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:	4104006		
NAME OF SUBMITTER:	Richard Kalwa		

Signature:	/richard kalwa/
Date:	01/25/2013
Total Attachments: 5 source=3305650#page1.tif source=3305650#page2.tif source=3305650#page3.tif source=3305650#page4.tif source=3305650#page5.tif	

## TRADEMARK COLLATERAL AGREEMENT

This 21st day of December, 2012, SAGEMONT GLOBAL EDUCATION, INC., a Delaware corporation (the "*Debtor*"), with its principal place of business and mailing address at 1615 West Chester Pike, West Chester, Pennsylvania 19382 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges 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 hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A 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 ("*Trademark Collateral*"); and

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

to secure performance of all Secured Obligations as set out in that certain Amended and Restated Security Agreement dated as of August 10, 2011 by and among Debtor, the other Debtors thereto and Agent (such Security Agreement as the same may be amended, supplemented, restated, or modified from time to time being referred to herein as the "*Security Agreement*").

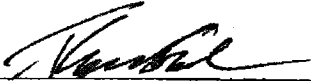
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a 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*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE 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.

SAGEMONT GLOBAL EDUCATION, INC.

By   
Name: Thomas Frank  
Title: Vice President and Treasurer

Accepted and agreed to in Chicago, Illinois as of the date first above written.

BANK OF MONTREAL, as Agent

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

SAGEMONT GLOBAL EDUCATION, INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to in Chicago, Illinois as of the date first above written.

BANK OF MONTREAL, as Agent

By Pauline Christopher  
Name: Pauline Christopher  
Title: Vice President

**SCHEDULE A**

**TO TRADEMARK COLLATERAL AGREEMENT**

**U.S. FEDERAL TRADEMARKS**

<b>TRADEMARK</b>	<b>APPLICATION NO.</b>	<b>APPLICATION DATE</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>	<b>STATUS</b>
THE SAGEMONT SCHOOL GRADES PRE-K3 - 12 ACCREDITED BY SACS/CITA & AISF	78/843,314	3/22/2006	3,224,689	3/4/2007	Registered
THE SAGEMONT SCHOOL	85/625,321	15/2012			Pending