

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
Smart, LLC		04/05/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MB Financial Bank, N.A.		
Street Address:	6111 N. River Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85839543	CATHOSYNC	
Registration Number:	4153271	SMART TUITION	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	037829-0016		
NAME OF SUBMITTER:	Gayle D. Grocke		

Signature:	/gdg/
Date:	04/08/2013
Total Attachments: 4 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 5th day of April, 2013 by SMART, LLC, a Delaware limited liability company ("Grantor") in favor of MB FINANCIAL BANK, N.A. ("Grantee"):

WITNESSETH

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor and its affiliates by Grantee;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor, certain of Grantor's affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

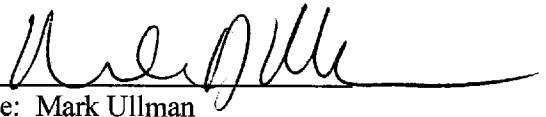
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SMART, LLC,
a Delaware limited liability company

By: Smart Tuition Holdings, LLC,
a Delaware limited liability company,
Its Sole Member

By: PP-I Management, LLC,
a Delaware limited liability company,
Its Sole Manager

By: 
Name: Mark Ullman
Title: President

Agreed and Accepted
As of the Date First Written Above:

MB FINANCIAL BANK, N.A.

By: _____
Name: _____
Its: _____

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005000 FRAME: 0134

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SMART, LLC,
a Delaware limited liability company


By: Smart Tuition Holdings, LLC,
a Delaware limited liability company,
Its Sole Member

By: PP-I Management, LLC,
a Delaware limited liability company,
Its Sole Manager

By: _____
Name: Mark Ullman
Title: President

Agreed and Accepted
As of the Date First Written Above:

MB FINANCIAL BANK, N.A.

By: 
Name: Timothy E. Bloccom
Its: SVP

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

<u>Mark</u>	<u>Country</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
SMART TUITION	USA	4,153,271	June 5, 2012
CATHOSYNC	USA	85/839,543	February 4, 2013