

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
JSerra Catholic High School		07/01/2013	Non-Profit Religious Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	333 Market Street, 18th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3844789	SIEMPRE ADELANTE JS JSERRA CATHOLIC HIGH	
Registration Number:	3844803	JS	
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:	3584844		
NAME OF SUBMITTER:	Richard Kalwa		

Signature:	/richard kalwa/
Date:	07/30/2013
Total Attachments: 5 source=3432342#page1.tif source=3432342#page2.tif source=3432342#page3.tif source=3432342#page4.tif source=3432342#page5.tif	

GRANT OF TRADEMARK SECURITY INTEREST

This GRANT OF TRADEMARK SECURITY INTEREST (this "*Grant*"), dated July 1, 2013 is by and among, JSERRA CATHOLIC HIGH SCHOOL, a California non-profit religious corporation ("*Grantor*"), located at 26351 Junipero Serra Road, San Juan Capistrano, California 92675, and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, "*Collateral Agent*") for the benefit of the Secured Creditors. Each capitalized term utilized in this Grant that is not defined in the Security Agreement (as defined below) or this Grant, but is defined in the California Uniform Commercial Code ("*UCC*"), shall have the meaning set forth in Article 1, 8 or 9 of the UCC, as applicable.

WHEREAS, Grantor owns and uses in its business, and will, in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of July 1, 2013, among Grantor, certain other parties from time to time a party thereto, and the Collateral Agent, Grantor has granted to Secured Party for the benefit of the Secured Creditors a security interest in, and Secured Party has become a secured creditor with respect to, the trademarks specified therein, including the Trademark Collateral (as defined below) (as such agreement may be amended, restated, modified and/or supplemented from time to time, the "*Security Agreement*");

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent for the benefit of the Secured Creditors pursuant to the Security Agreement, to secure the Secured Obligations, Grantor hereby grants to the Collateral Agent for the benefit of the Secured Creditors a security interest in all of Grantor's right, title and interest in and to the following, in each case, whether now or hereafter existing or whether now owned or hereafter acquired and wherever the same may be located (the "*Trademark Collateral*");

(i) all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "*Trademarks*"), all registrations that have been or may hereafter be issued or applied for thereon in the United States of America ("*United States*") and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor's business connected with the use of and symbolized by the Trademarks; and

(ii) all Proceeds and Accessions with respect to any of the foregoing.

Grantor does hereby further acknowledge and affirm that this Agreement is made in connection with, and subject to the terms of, the Security Agreement and that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more

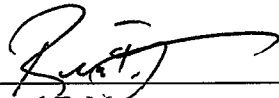
fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, Section 14(f) of the Security Agreement. In the event of an irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

[Signature page of Grant of Trademark Security Interest]

IN WITNESS WHEREOF, Grantor has caused this GRANT OF TRADEMARK SECURITY INTEREST to be duly executed and delivered by its officer thereunto duly authorized as of the 24 day of July, 2013.

JSERRA CATHOLIC HIGH SCHOOL

By 
Richard T. Meyer
Chief Executive Officer

[Signatures continued on next page]

[Signature page of Grant of Trademark Security Interest]

ACKNOWLEDGED AND AGREED:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: Aimee Taber
Name: Aimee Taber
Title: Vice President

Address for notices:

Wells Fargo Bank, National Association
333 Market Street, 18th Floor
San Francisco, California 94105
Attention: Corporate Trust Department

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Mark	Owner	Registration Info
SIEMPRE ADELANTE JS JSERRA CATHOLIC HIGH SCHOOL EST. 2003 and Design (crest)	JSerra Catholic High School	Registration Date: 9/07/2010 Registration No.: 3844789
JS (Lion Head)	JSerra Catholic High School	Registration Date: 9/07/2010 Registration No.: 3844803