

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																	
NATURE OF CONVEYANCE:	SECURITY INTEREST																	
CONVEYING PARTY DATA																		
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>CORPORATE TRAINING TECHNOLOGIES LLC d/b/a BankersEdge</td> <td></td> <td>09/04/2013</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	CORPORATE TRAINING TECHNOLOGIES LLC d/b/a BankersEdge		09/04/2013	LIMITED LIABILITY COMPANY: DELAWARE							
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CORRESPONDENCE DATA																		
Fax Number:	6123408856																	
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																	
Phone:	6124926842																	
Email:	cadwell.jeffrey@dorsey.com																	
Correspondent Name:	Jeffrey R. Cadwell																	
Address Line 1:	50 South Sixth Street																	
Address Line 2:	Suite 1500																	
Address Line 4:	Minneapolis, MINNESOTA 55402																	

CH \$115.00 3992869

ATTORNEY DOCKET NUMBER:	M234336
NAME OF SUBMITTER:	Jeffrey R. Cadwell
Signature:	/Jeffrey R. Cadwell/
Date:	09/05/2013
Total Attachments: 4 source=Confirmatory Grant of Security Interest in Trademarks (executed)-v1#page1.tif source=Confirmatory Grant of Security Interest in Trademarks (executed)-v1#page2.tif source=Confirmatory Grant of Security Interest in Trademarks (executed)-v1#page3.tif source=Confirmatory Grant of Security Interest in Trademarks (executed)-v1#page4.tif	

## CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of September 4, 2013, by and from CORPORATE TRAINING TECHNOLOGIES LLC d/b/a BankersEdge, a limited liability company organized under the laws of the State of Delaware (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, pursuant to a Joinder Agreement and Supplement to Pledge and Security Agreement and Irrevocable Proxy dated as of September 4, 2013, the Grantor joined as a "Grantor" party to the Pledge and Security Agreement and Irrevocable Proxy dated as of September 7, 2012, given by the Borrowers (as defined below) and certain other grantors party thereto in favor of the Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor has granted security interests to the Secured Party;

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office;

WHEREAS, ProSchools Acquisition Company, a corporation organized under the laws of the State of Delaware ("PSAC"), ProSchools, Inc., a corporation organized under the laws of the State of Oregon ("PSI"), Compliance Management Services, LLC, a limited liability company organized under the laws of the State of Maryland ("CMS"), Keen Skills, Inc., a corporation organized under the laws of the State of Florida ("KSI"), American Home Inspectors Training Institute, Ltd., a corporation organized under the laws of the State of Wisconsin ("AHITI"), Digital University, Inc. a corporation organized under the laws of the State of California ("DU" and together with AHITI, PSAC, PSI, CMS, KSI, each a "Borrower" and collectively, the "Borrowers"), the Secured Party, and the Lenders have entered into a Credit Agreement dated concurrently herewith (as amended, supplemented, extended, restated or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed, among other things, to extend to the Borrowers certain credit accommodations; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2. The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.


(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

CORPORATE TRAINING TECHNOLOGIES LLC  
(effective upon the completion of and after giving effect to  
the Acquisition (CTT))

By:   
Name: Brian S. Sauer  
Title: Vice President and Secretary

## SCHEDULE OF TRADEMARKS

MARK	REG. NO.	REG. DATE	STATUS
WE'RE ALL ABOUT YOU.	3992869	7/12/2011	Registered
ARTISAN	3699891	10/20/2009	Registered
SYMPHONY	3815057	7/6/2010	Registered
BANKERSEdge	2365049	7/4/2000	Registered