

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>The Porter and Chester Institute, Inc.</td> <td></td> <td>12/02/2013</td> <td>CORPORATION: CONNECTICUT</td> </tr> <tr> <td>York Technical Institute LLC</td> <td></td> <td>12/02/2013</td> <td>LIMITED LIABILITY COMPANY: PENNSYLVANIA</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	The Porter and Chester Institute, Inc.		12/02/2013	CORPORATION: CONNECTICUT	York Technical Institute LLC		12/02/2013	LIMITED LIABILITY COMPANY: PENNSYLVANIA						
Name	Formerly	Execution Date	Entity Type																
The Porter and Chester Institute, Inc.		12/02/2013	CORPORATION: CONNECTICUT																
York Technical Institute LLC		12/02/2013	LIMITED LIABILITY COMPANY: PENNSYLVANIA																
RECEIVING PARTY DATA																			
Name:	Bank of Montreal																		
Street Address:	115 South LaSalle Street																		
City:	Chicago																		
State/Country:	ILLINOIS																		
Postal Code:	60603																		
Entity Type:	Chartered Bank: CANADA																		
PROPERTY NUMBERS Total: 5																			
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>85738783</td> <td>PORTER AND CHESTER INSTITUTE</td> </tr> <tr> <td>Serial Number:</td> <td>85738780</td> <td>PC</td> </tr> <tr> <td>Registration Number:</td> <td>3575876</td> <td>YTI</td> </tr> <tr> <td>Registration Number:</td> <td>3579660</td> <td>YTI CAREER INSTITUTE</td> </tr> <tr> <td>Registration Number:</td> <td>4174026</td> <td>YORK TECHNICAL INSTITUTE</td> </tr> </tbody> </table>		Property Type	Number	Word Mark	Serial Number:	85738783	PORTER AND CHESTER INSTITUTE	Serial Number:	85738780	PC	Registration Number:	3575876	YTI	Registration Number:	3579660	YTI CAREER INSTITUTE	Registration Number:	4174026	YORK TECHNICAL INSTITUTE
Property Type	Number	Word Mark																	
Serial Number:	85738783	PORTER AND CHESTER INSTITUTE																	
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Registration Number:	3575876	YTI																	
Registration Number:	3579660	YTI CAREER INSTITUTE																	
Registration Number:	4174026	YORK TECHNICAL INSTITUTE																	
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																		

CH \$140.00 85738783

Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 4130035

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 12/03/2013

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This 2nd day of December, 2013, The Porter and Chester Institute, Inc., a Connecticut corporation (the "*Borrower*") with its principal place of business and mailing address at 30 Waterchase Drive, Rocky Hill, Connecticut 06067, and the other parties executing this Agreement under the heading "*Debtors*" (the Borrower and such other parties, along with any parties who execute and deliver to the Agent an agreement substantially in the form attached as Schedule G to the Security Agreement referred to below, being hereinafter referred to collectively as the "*Debtors*" and individually as a "*Debtor*"), in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grant 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*"), 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; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtors 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 the payment and performance of all Secured Obligations of Debtors as set out in that certain Security Agreement bearing even date herewith by and among Debtors and Agent (as the same may be amended, modified, or restated from time to time, the "*Security Agreement*").


Notwithstanding anything herein to the contrary, this Trademark Security Agreement (this "*Trademark Security Agreement*") shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by any 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 such Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Security Agreement shall operate only to create a security interest in favor of Agent on such Intent-to-Use Application as security for the Secured Obligations. When a Statement of Use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtors do 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, Debtors have caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.


THE PORTER AND CHESTER INSTITUTE, INC.

By: 
Name: James A. Bologna
Title: President and Chief Executive Officer

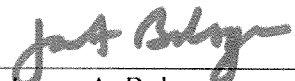
TRAINING ASSOCIATES, INC.

By: 
Name: James A. Bologna
Title: President and Chief Executive Officer


INSTITUTIONAL STUDENT FINANCE
CORPORATION

By: 
Name: James A. Bologna
Title: President and Chief Executive Officer

YTI MERGER SUB, LLC

By: 
Name: James A. Bologna
Title: President and Chief Executive Officer

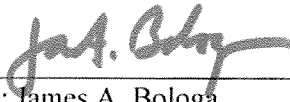
YORK TECHNICAL INSTITUTE LLC

By: 
Name: James A. Bologna
Title: President and Chief Executive Officer

[Signature Page to Trademark Collateral Agreement – The Porter and Chester Institute, Inc.]

TRADEMARK
REEL: 005165 FRAME: 0430

MPCI SOLUTIONS LLC


By: 
Name: James A. Bologna
Title: President and Chief Executive Officer

[Signature Page to Trademark Collateral Agreement – The Porter and Chester Institute, Inc.]

TRADEMARK
REEL: 005165 FRAME: 0431

Accepted and agreed to as of the date and year last above written.


BANK OF MONTREAL

By: 
Name: Kimberly Merchant
Title: Vice President

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

Debtor	Country of Registration or Application	Description	Registration/Serial Number	Granted
Porter and Chester Institute, Inc.	United States	Word Mark: PORTER AND CHESTER INSTITUTE	85738783	September 26, 2012
The Porter and Chester Institute, Inc.	United States		85738780	September 26, 2012
York Technical Institute LLC	United States	YTI	3575876	February 17, 2009
York Technical Institute LLC	United States	York Career Institute	3579660	February 24, 2009

Debtor	Country of Registration or Application	Description	Registration Serial Number	Granted
York Technical Institute LLC	United States	YTI Technical Institute	4174026	July 17, 2012

PENDING FEDERAL TRADEMARK APPLICATIONS

None