

## 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
Jones & Bartlett Learning, LLC		01/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85705559	TARASCON	
Serial Number:	85705616	EMERGENCY CARE & SAFETY INSTITUTE	
Serial Number:	85705563	UGLY'S	
Serial Number:	85705566	CDX AUTOMOTIVE	
Serial Number:	85980616	UGLY'S	
Serial Number:	85980617	CDX AUTOMOTIVE	
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:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		

OP \$165.00 85705559

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Linda Kastner
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Signature:	/lk/
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Date:	02/03/2014
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**Total Attachments: 5**

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## Trademark Security Agreement

Trademark Security Agreement, dated as of January 31, 2014 by JONES & BARTLETT LEARNING, LLC (the "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as agent pursuant to the Credit Agreement (in such capacity, the "Agent").

### WITNESSETH:

Whereas, the Grantor is a party to a Guaranty and Security Agreement dated as of December 6, 2010 (the "Security Agreement") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

*[Signature pages follow]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

JONES & BARTLETT LEARNING, LLC

By: 

Name: William J. Aliber

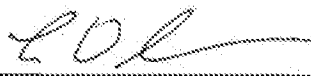
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005206 FRAME: 0483**

AGREED TO AND ACCEPTED:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: 

Name: \_\_\_\_\_

Title: **Lofton D. Spencer**  
**Duly Authorized Signatory**

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005206 FRAME: 0484**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<u>Name of Mark</u>	<u>Grantor</u>	<u>Owner of Record</u>	<u>Serial No.</u>	<u>Status</u>
TARASCON	JONES & BARTLETT LEARNING, LLC	JONES & BARTLETT LEARNING, LLC	85705559	PENDING
EMERGENCY CARE & SAFETY INSTITUTE	JONES & BARTLETT LEARNING, LLC	JONES & BARTLETT LEARNING, LLC	85705616	REGISTERED
UGLY'S	JONES & BARTLETT LEARNING, LLC	JONES & BARTLETT LEARNING, LLC	85705563	PENDING
CDX AUTOMOTIVE	JONES & BARTLETT LEARNING, LLC	JONES & BARTLETT LEARNING, LLC	85705566	PENDING
UGLY'S	JONES & BARTLETT LEARNING, LLC	JONES & BARTLETT LEARNING, LLC	85980616	PENDING
CDX AUTOMOTIVE	JONES & BARTLETT LEARNING, LLC	JONES & BARTLETT LEARNING, LLC	85980617	PENDING