

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297672

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Medical Education & Training Center Inc.		03/07/2014	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	KeyBank National Association, as Administrative Agent		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4375316	NMETC NATIONAL MEDICAL EDUCATION & TRAIN	
CORRESPONDENCE DATA			
Fax Number:	2164798780		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216.479.8500		
Email:	trademark@squiresanders.com		
Correspondent Name:	Laura E. Hoag		
Address Line 1:	Squire Sanders (US) LLP		
Address Line 2:	4900 Key Tower, 127 Public Square		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	020687.00110		
NAME OF SUBMITTER:	Laura E. Hoag		
SIGNATURE:	/LEH/		
DATE SIGNED:	03/10/2014		
Total Attachments: 4			
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TRADEMARK

EXECUTION VERSION

NOTICE OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

March 7, 2014

United States Patent and Trademark Office

Ladies and Gentlemen:

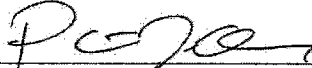
Please be advised that pursuant to the Security and Pledge Agreement dated as of May 1, 2012 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and KeyBank National Association, as Administrative Agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications set forth on Schedule 1 hereto to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

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Very truly yours,

**NATIONAL MEDICAL EDUCATION &
TRAINING CENTER INC.**



Name: Patrick O'Keefe

Title: Vice President and Secretary

[Signature Page to Notice (Trademarks)]

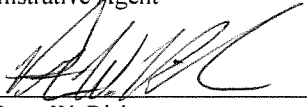
1394611/CLEVELAND

TRADEMARK
REEL: 005234 FRAME: 0305

Acknowledged and Accepted:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____



Name: Peter W. Richer

Title: Managing Director

[Signature Page to Notice (Trademarks)]

1394611/CLEVELAND

TRADEMARK
REEL: 005234 FRAME: 0306

Schedule 1

Trademarks, Trade Name and Service Marks:

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>	<u>Record Owner</u>
NMETC NATIONAL MEDICAL EDUCATION & TRAINING CENTER	USA	4375316	National Medical Education & Training Center Inc.

Trademark Applications: None.