

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNP Paribas		07/01/2014	CORPORATION: FRANCE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	214 N. Tryon Street, 26th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 58			
Property Type	Number	Word Mark	
Registration Number:	1604098	THE ART INSTITUTE OF ATLANTA	
Registration Number:	1601475	THE ART INSTITUTE OF FORT LAUDERDALE	
Registration Number:	1605991	THE ART INSTITUTE OF PHILADELPHIA	
Registration Number:	1602967	THE ART INSTITUTE OF HOUSTON	
Registration Number:	1604099	THE ART INSTITUTE OF SEATTLE	
Registration Number:	1602968	THE ART INSTITUTE OF PITTSBURGH	
Registration Number:	1652020	AI THE ART INSTITUTES INTERNATIONAL	
Registration Number:	1621670	THE ART INSTITUTE OF DALLAS	
Registration Number:	2262221	AI THE ART INSTITUTES INTERNATIONAL	
Registration Number:	2334702	AMERICAN EDUCATION CENTERS	
Registration Number:	2411522	THE ART INSTITUTE OF CHARLOTTE	
Registration Number:	2381997	THE ART INSTITUTE OF PORTLAND	
Registration Number:	2378294	THE ART INSTITUTE OF COLORADO	
Registration Number:	2382003	THE ART INSTITUTE OF WASHINGTON	
Registration Number:	2371036	AI	
Registration Number:	2495162	AMERICA'S LEADER IN CREATIVE EDUCATION	
Registration Number:	2409652	THE ILLINOIS INSTITUTE OF ART	
Registration Number:	2447724	THE NATIONAL CENTER FOR PARALEGAL TRAINI	
Registration Number:	2412620	NCPT	
Registration Number:	2473465	THE NEW YORK RESTAURANT SCHOOL	

OP \$1465.00 1604098

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2664210	THE ART INSTITUTE OF NEW YORK CITY
Registration Number:	2555535	THE ART INSTITUTE OF LAS VEGAS
Registration Number:	2655861	SOCRATES DISTANCE LEARNING TECHNOLOGIES
Registration Number:	2568701	THE NEW ENGLAND INSTITUTE OF ART
Registration Number:	2719073	ARGOSY UNIVERSITY
Registration Number:	2719074	ARGOSY UNIVERSITY
Registration Number:	2772749	BEST TEEN CHEF IN AMERICA
Registration Number:	2955815	THE ART INSTITUTE OF TAMPA
Registration Number:	2769060	EDMC EDUCATION FOUNDATION
Registration Number:	2880785	THE ART INSTITUTE ONLINE
Registration Number:	2902717	MIAMI INTERNATIONAL UNIVERSITY OF ART AN
Registration Number:	2859720	ASSIGNMENTS RESTAURANT
Registration Number:	2903000	THE ART INSTITUTE OF PHOENIX
Registration Number:	2926054	BEST TEEN CHEF
Registration Number:	3043639	CI
Registration Number:	2964856	TALK-ON!
Registration Number:	2975531	BROWN MACKIE COLLEGE
Registration Number:	3379804	THE ART INSTITUTE OF MICHIGAN
Registration Number:	3266645	THE ART INSTITUTE OF CHARLESTON
Registration Number:	2974940	THE CULINARY INSTITUTE OF LAS VEGAS
Registration Number:	3172636	THE ART INSTITUTE OF TENNESSEE
Registration Number:	2984379	THE ART INSTITUTE OF OHIO
Registration Number:	3075998	PERSONAL ATTENTION, PROFESSIONAL GROWTH
Registration Number:	3399418	THE ART INSTITUTE OF JACKSONVILLE
Registration Number:	3110716	THE ART INSTITUTE OF INDIANAPOLIS
Registration Number:	3054075	
Registration Number:	3076338	THE ART INSTITUTE OF CHARLOTTE
Registration Number:	3065867	THE ART INSTITUTE OF WASHINGTON
Registration Number:	3079236	THE ART INSTITUTE OF PORTLAND
Registration Number:	3076348	THE ART INSTITUTE OF CALIFORNIA
Registration Number:	3119828	WE'RE OUT THERE
Registration Number:	3480621	AMERICA'S LEADER IN CREATIVE EDUCATION
Registration Number:	3095761	THE ART INSTITUTE OF COLORADO
Registration Number:	3192178	THE ILLINOIS INSTITUTE OF ART
Serial Number:	76564127	THE ART INSTITUTE OF PENNSYLVANIA
Serial Number:	78477828	THE ART INSTITUTE OF ORLANDO
Serial Number:	78508945	THE ART INSTITUTE OF RALEIGH
Serial Number:	78510485	THE ART INSTITUTE OF ST. LOUIS

CORRESPONDENCE DATA**Fax Number:**

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: michael.barys@thomsonreuters.com**Correspondent Name:** Peter Zuckerman**Address Line 1:** 51 West 52nd Street**Address Line 2:** Wachtell, Lipton, Rosen & Katz**Address Line 4:** New York, NEW YORK 10019

NAME OF SUBMITTER:	Peter Zuckerman
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SIGNATURE:	/Michael Barys TR/
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DATE SIGNED:	07/17/2014
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Total Attachments: 9

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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (the "Assignment") is made and entered into as of July 1, 2014, by BNP Paribas ("BNP"), as the original collateral agent (in such capacity, "Assignor"), in favor of U.S. Bank National Association ("U.S. Bank"), as the successor collateral agent (in such capacity, "Assignee").

WITNESSETH

WHEREAS, Assignor is party to that certain Security Agreement, dated as of June 1, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Education Management LLC, a Delaware limited liability company (the "Grantor"), the other grantors party thereto (together with the Grantor, the "Credit Parties") and Assignor;

WHEREAS, pursuant to (i) the Security Agreement and (ii) the Trademark Security Agreement, dated as of June 1, 2006, made by the Grantor in favor of Assignor, which was recorded with the United States Patent and Trademark Office on August 18, 2006 at Reel/Frame No. 003372/0195 (the "Trademark Security Agreement"), the Grantor has granted to Assignor a continuing security interest in, and lien on, all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, pursuant to that certain Agency Assignment Agreement, dated as of July 1, 2014 (the "Agency Assignment Agreement"), among the Grantor, certain of its affiliates party thereto, BNP and U.S. Bank, BNP has resigned as administrative and collateral agent under the Credit Agreement (as defined in the Security Agreement) and related loan documents, and U.S. Bank has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of BNP as administrative and collateral agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement, including, without limitation, Assignor's security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantors. The security interest assigned to Assignee as the new collateral agent for the Secured Parties pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement and Trademark Security Agreement, and the Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Security Agreement and the Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.


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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR:

BNP PARIBAS, as the original collateral agent

By: 
Name: **Yung Wu**
Title: **Vice President**

By: 
Name: _____
Title: **Charles Romano**
Director

[Signature Page to Assignment of Trademark Security Agreement]

ACCEPTED AND AGREED

as of the date above first written:

ASSIGNEE:

U.S. BANK NATIONAL ASSOCIATION, as the
successor collateral agent

By:  _____

Name: _____
Title: James A. Hanley
Vice President

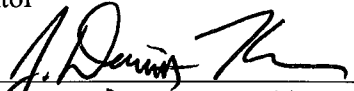
[Signature Page to Assignment of Trademark Security Agreement]

ACCEPTED AND AGREED

as of the date above first written:

GRANTOR:

**EDUCATION MANAGEMENT LLC, as
Grantor**

By: 
Name: J. Devitt Kranner
Title: Secretary

[Signature Page to Assignment of Trademark Security Agreement]

SCHEDULE I
TO
ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

MARK	REG NO.	REG. DATE
THE ART INSTITUTE OF ATLANTA	1604098	6/26/1990
THE ART INSTITUTE OF FORT LAUDERDALE	1601475	6/12/1990
THE ART INSTITUTE OF PHILADELPHIA	1605991	7/10/1990
THE ART INSTITUTE OF HOUSTON	1602967	6/19/1990
THE ART INSTITUTE OF SEATTLE	1604099	6/26/1990
THE ART INSTITUTE OF PITTSBURGH	1602968	6/19/1990
AT THE ART INSTITUTES INTERNATIONAL	1652020	7/23/1991
THE ART INSTITUTE OF DALLAS	1621670	11/6/1990
AT THE ART INSTITUTES INTERNATIONAL	2262221	7/20/1999
AMERICAN EDUCATION CENTERS	2334702	3/28/2000
THE ART INSTITUTE OF CHARLOTTE	2411522	12/5/2000
THE ART INSTITUTE OF PORTLAND	2381997	8/29/2000
THE ART INSTITUTE OF COLORADO	2378294	8/15/2000
THE ART INSTITUTE OF WASHINGTON	2382003	8/29/2000
AI	2371036	7/25/2000
AMERICA'S LEADER IN CREATIVE EDUCATION	2495162	10/2/2001
THE ILLINOIS INSTITUTE OF ART	2409652	11/28/2000
THE NATIONAL CENTER	2447724	5/1/2001

FOR PARALEGAL TRAINING		
NCPT	2412620	12/12/2000
THE NEW YORK RESTAURANT SCHOOL	2473465	7/31/2001
THE ART INSTITUTE OF NEW YORK CITY	2664210	12/17/2002
THE ART INSTITUTE OF LAS VEGAS	2555535	4/2/2002
SOCRATES DISTANCE LEARNING TECHNOLOGIESGROUP	2655861	12/3/2002
THE NEW ENGLAND INSTITUTE OF ART	2568701	5/7/2002
ARGOSY UNIVERSITY	2719073	5/27/2003
ARGOSY UNIVERSITY	2719074	5/27/2003
BEST TEEN CHEF IN AMERICA	2772749	10/7/2003
THE ART INSTITUTE OF TAMPA	2955815	5/24/2005
EDMC EDUCATION FOUNDATION	2769060	9/30/2003
THE ART INSTITUTE ONLINE	2880785	9/7/2004
MIAMI INTERNATIONAL UNIVERSITY OF ART AND DESIGN	2902717	11/16/2004
ASSIGNMENTS RESTAURANT	2859720	7/6/2004
THE ART INSTITUTE OF PHEONIX	2903000	11/16/2004
BEST TEEN CHEF	2926054	2/8/2005
CI	3043639	1/17/2006
TALK-ON!	2964856	7/5/2005
BROWN MACKIE COLLEGE	2975531	7/26/2005
THE ART INSTITUTE OF MICHIGAN	3379804	2/5/2008
THE ART INSTITUTE OF CHARLESTON	3266645	7/17/2007
THE CULINARY INSTITUTE OF LAS VEGAS	2974940	7/19/2005
THE ART INSTITUTE OF TENNESSEE	3172636	11/14/2006
THE ART INSTITUTE OF OHIO	2984379	8/9/2005

PERSONAL ATTENTION, PROFESSIONAL GROWTH	3075998	4/4/2006
THE ART INSTITUTE OF JACKSONVILLE	3399418	3/18/2008
THE ART INSTITUTE OF INDIANAPOLIS	3110716	6/27/2006
[DESIGN ONLY]	3054075	1/31/2006
THE ART INSTITUTE OF CHARLOTTE	3076338	4/4/2006
THE ART INSTITUTE OF WASHINGTON	3065867	3/7/2006
THE ART INSTITUTE OF PORTLAND	3079236	4/11/2006
THE ART INSTITUTE OF CALIFORNIA	3076348	4/4/2006
WE'RE OUT THERE	3119828	7/25/2006
AMERICA'S LEADER IN CREATIVE EDUCATION	3480621	8/5/2008
THE ART INSTITUTE OF COLORADO	3095761	5/23/2006
THE ILLINOIS INSTITUTE OF ART	3192178	1/2/2007

U.S. TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILING DATE
THE ART INSTITUTE OF PENNSYLVANIA	76564127	12/9/2003
THE ART INSTITUTE OF ORLANDO	78477828	9/2/2004
THE ART INSTITUTE OF RALEIGH	78508945	11/1/2004
THE ART INSTITUTE OF ST. LOUIS	78510485	11/3/2004