

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320571

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The ILSC Education Group Inc.		10/17/2014	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal		
<b>Street Address:</b>	595 Burrard Street		
<b>Internal Address:</b>	P.O. Box 49500		
<b>City:</b>	Vancouver		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V7X 1L7		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4062332	ILSC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123408827		
<i>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.</i>			
<b>Phone:</b>	612.492.6842		
<b>Email:</b>	ip.docket@dorsey.com		
<b>Correspondent Name:</b>	Jeffrey R. Cadwell		
<b>Address Line 1:</b>	Dorsey & Whitney LLP		
<b>Address Line 2:</b>	50 South Sixth Street, Suite 1500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-1498		
<b>ATTORNEY DOCKET NUMBER:</b>	414362-00013		
<b>NAME OF SUBMITTER:</b>	Jeffrey R. Cadwell		
<b>SIGNATURE:</b>	/Jeffrey R. Cadwell/		
<b>DATE SIGNED:</b>	10/20/2014		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 17, 2014, by THE ILSC EDUCATION GROUP INC. a company organized under the laws of British Columbia (the "Company") and each of the other corporations, limited liability companies and partnerships listed on the signature pages hereto (together with the Company, each a "Grantor" and together the "Grantors"), in favor of BANK OF MONTREAL (the "Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Letter Agreement dated as of October 17, 2014 by and among the Company, certain other parties party thereto from time to time and the Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, replaced, supplemented or otherwise modified from time to time, the "Letter Agreement"), the Lender has agreed to make certain loans and financial accommodations to the Company;

WHEREAS, the Lender is willing to make certain loans and financial accommodations as provided for in the Letter Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Lender that certain General Security Agreement dated as of October 17, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

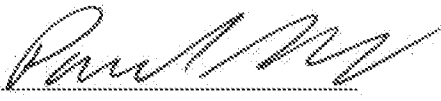
1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Letter Agreement or, if not defined therein, in the Security Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to the Lender a continuing first priority security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all reissues, continuations or extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of each Trademark and each Trademark License; and
  - (d) all products and proceeds of the foregoing, including, without limitation, any claim by either Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral 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.

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

THE ILSC EDUCATION GROUP INC.,  
as Company and as Grantor

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL,  
as Lender

By:



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

Title: \_\_\_\_\_

**Larry Moore**  
Senior Relationship Manager  
Corporate Finance

By:

\_\_\_\_\_

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

Title: \_\_\_\_\_

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>OWNER</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
ILSC	The ILSC Education Group Inc.	4062332	November 29, 2011