

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM325170

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT FOR SECURITY - TRADEMARKS | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ITT Educational Services, Inc. | | 12/04/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Cerberus Business Finance, LLC, as collateral agent | | |
| Street Address: | 875 Third Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4454635 | CAREERGENIUS | |
| Registration Number: | 4454597 | TECHFUSE | |
| Registration Number: | 4454570 | TECHFUSE | |
| Registration Number: | 4454567 | CAREERGENIUS | |
| Serial Number: | 85926088 | MINDSURF | |
| Serial Number: | 85925389 | MINDSURF | |
| Registration Number: | 4284857 | BENCHMARK LEARNING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2125935955 | | |
| <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> | | | |
| Phone: | 212-756-2132 | | |
| Email: | scott.kareff@srz.com | | |
| Correspondent Name: | S. Kareff c/o Schulte Roth & Zabel LLP | | |
| Address Line 1: | 919 Third Avenue | | |
| Address Line 2: | 22nd floor | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 014951-1501 | | |
| NAME OF SUBMITTER: | Scott Kareff (014951-1501) | | |
| SIGNATURE: | /kc for sk/ | | |

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|---|------------|
| DATE SIGNED: | 12/04/2014 |
| Total Attachments: 3 source=Trademark Assignment for Security for ITT Educational Services, Inc#page1.tif source=Trademark Assignment for Security for ITT Educational Services, Inc#page2.tif source=Trademark Assignment for Security for ITT Educational Services, Inc#page3.tif | |

ASSIGNMENT FOR SECURITY - - TRADEMARKS

December 4, 2014

WHEREAS, ITT Educational Services, Inc., a Delaware corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated December 4, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

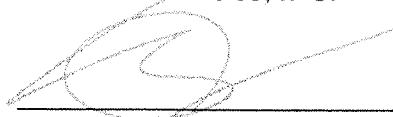
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be
duly executed by its officer thereunto duly authorized as of the date first written above.

ITT EDUCATIONAL SERVICES, INC.

By:



Name: Kevin M. Modany
Title: Chief Executive Officer

SCHEDULE A TO ASSIGNMENT FOR SECURITY

TRADEMARKS AND TRADEMARK APPLICATIONS OWNED BY ITT EDUCATIONAL SERVICES, INC.

| Company | Country | Trademark | Application or Registration Number | Filing or Registration Date |
|-----------------------------------|---------|--------------------------|--|-----------------------------------|
| ITT Educational Services, Inc. | USA | CAREERGENIUS & DESIGN | 4,454,635 | 12/24/2013 |
| ITT Educational Services, Inc. | USA | TECHFUSE STYLIZED | 4,454,597 | 12/24/2013 |
| ITT Educational Services, Inc. | USA | TECHFUSE | 4,454,570 | 12/24/2013 |
| ITT Educational Services, Inc. | USA | CAREERGENIUS | 4,454,567 | 12/24/2013 |
| ITT Educational Services, Inc. | USA | MINDSURF & DESIGN | Application #85/926,088 | 05/08/2013 |
| ITT Educational Services, Inc. | USA | MINDSURF | Application #85/925,389 | 05/07/2013 |
| ITT Educational Services, Inc. | USA | BENCHMARK LEARNING | 4,284,857 | 05/20/2013 |

ITT EDUCATIONAL SERVICES, INC.
ASSIGNMENT OF SECURITY - TRADEMARKS