

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328131

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                             | Formerly | Execution Date | Entity Type                    |
|----------------------------------|----------|----------------|--------------------------------|
| Education Management Corporation |          | 01/05/2015     | CORPORATION:<br>PENNSYLVANIA   |
| Education Management II LLC      |          | 01/05/2015     | LTD LIAB JT ST CO:<br>DELAWARE |

## RECEIVING PARTY DATA

|                        |   |
|------------------------|---|
| <b>Name:</b>           | U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT |
| <b>Street Address:</b> | 214 N. Tryon Street, 26th Floor                     |
| <b>City:</b>           | CHARLOTTE   |
| <b>State/Country:</b>  | NORTH CAROLINA                                      |
| <b>Postal Code:</b>    | 28502   |
| <b>Entity Type:</b>    | NATIONAL BANKING ASSOCIATION: UNITED STATES         |

## PROPERTY NUMBERS Total: 106

| Property Type        | Number  | Word Mark                                |
|----------------------|---------|--|
| Registration Number: | 3483786 | AI                                       |
| Registration Number: | 3483785 | AI                                       |
| Registration Number: | 4328435 | AI                                       |
| Registration Number: | 2371036 | AI                                       |
| Registration Number: | 4501261 | AI                                       |
| Registration Number: | 4328458 | AI                                       |
| Registration Number: | 4500279 | AI THE ART INSTITUTES                    |
| Registration Number: | 4582763 | AI THE ART INSTITUTES                    |
| Registration Number: | 4500280 | AI THE ART INSTITUTES                    |
| Registration Number: | 4582766 | AI THE ART INSTITUTES                    |
| Registration Number: | 2262221 | AI THE ART INSTITUTES INTERNATIONAL      |
| Registration Number: | 1652020 | AI THE ART INSTITUTES INTERNATIONAL      |
| Registration Number: | 3480621 | AMERICA'S LEADER IN CREATIVE EDUCATION   |
| Registration Number: | 4256243 | AMERICAN SCHOOL OF PROFESSIONAL PSYCHOLO |
| Registration Number: | 2719073 | ARGOSY UNIVERSITY                        |
| Registration Number: | 4345386 | ARGOSY UNIVERSITY                        |
| Registration Number: | 3487096 |  |

CH \$2665.00 3483786

TRADEMARK

| Property Type        | Number  | Word Mark                                |
|----------------------|---------|--|
| Registration Number: | 4208001 | ARIZONA SCHOOL OF PROFESSIONAL PSYCHOLOG |
| Registration Number: | 2859720 | ASSIGNMENTS RESTAURANT                   |
| Registration Number: | 2926054 | BEST TEEN CHEF                           |
| Registration Number: | 3615917 | BEST TEEN CHEF                           |
| Registration Number: | 2975531 | BROWN MACKIE COLLEGE                     |
| Registration Number: | 4501262 | BROWN MACKIE COLLEGE                     |
| Registration Number: | 3054075 |  |
| Registration Number: | 3862873 | COLLEGE ON THE LOT                       |
| Registration Number: | 4186271 | CREATE TOMORROW                          |
| Registration Number: | 4557582 | CREATIVITY FOR LIFE                      |
| Registration Number: | 4208002 | FLORIDA SCHOOL OF PROFESSIONAL PSYCHOLOG |
| Registration Number: | 4211786 | GEORGIA SCHOOL OF PROFESSIONAL PSYCHOLOG |
| Registration Number: | 4207987 | HAWAII SCHOOL OF PROFESSIONAL PSYCHOLOGY |
| Registration Number: | 4208000 | ILLINOIS SCHOOL OF PROFESSIONAL PSYCHOLO |
| Registration Number: | 2902717 | MIAMI INTERNATIONAL UNIVERSITY OF ART AN |
| Registration Number: | 4211785 | MINNESOTA SCHOOL OF PROFESSIONAL PSYCHOL |
| Registration Number: | 4328465 | ONE COURSE A MONTH                       |
| Registration Number: | 3843343 | ONLINE HIGHER EDUCATION MILITARY CONSORT |
| Registration Number: | 3075998 | PERSONAL ATTENTION, PROFESSIONAL GROWTH  |
| Registration Number: | 4612655 |  |
| Registration Number: | 4612658 |  |
| Registration Number: | 4612659 |  |
| Registration Number: | 4612657 |  |
| Registration Number: | 4612652 |  |
| Registration Number: | 4612653 |  |
| Registration Number: | 4612656 |  |
| Registration Number: | 4612660 |  |
| Registration Number: | 4612651 |  |
| Registration Number: | 4612654 |  |
| Registration Number: | 2655861 | SOCRATES DISTANCE LEARNING TECHNOLOGIES  |
| Registration Number: | 4211778 | TEXAS SCHOOL OF PROFESSIONAL PSYCHOLOGY  |
| Registration Number: | 1604098 | THE ART INSTITUTE OF ATLANTA             |
| Registration Number: | 3864583 | THE ART INSTITUTE OF ATLANTA             |
| Registration Number: | 3459909 | THE ART INSTITUTE OF AUSTIN              |
| Registration Number: | 4613334 | THE ART INSTITUTE OF AUSTIN              |
| Registration Number: | 3076348 | THE ART INSTITUTE OF CALIFORNIA          |
| Registration Number: | 4367249 | THE ART INSTITUTE OF CHARLESTON          |
| Registration Number: | 3076338 | THE ART INSTITUTE OF CHARLOTTE           |

| <b>Property Type</b>        | <b>Number</b> | <b>Word Mark</b>                         |
|-----------------------------|---------------|--|
| <b>Registration Number:</b> | 3095761       | THE ART INSTITUTE OF COLORADO            |
| <b>Registration Number:</b> | 1621670       | THE ART INSTITUTE OF DALLAS              |
| <b>Registration Number:</b> | 4021830       | THE ART INSTITUTE OF DALLAS              |
| <b>Registration Number:</b> | 1601475       | THE ART INSTITUTE OF FORT LAUDERDALE     |
| <b>Registration Number:</b> | 3864586       | THE ART INSTITUTE OF FORT LAUDERDALE     |
| <b>Registration Number:</b> | 3805075       | THE ART INSTITUTE OF FORT WORTH          |
| <b>Registration Number:</b> | 1602967       | THE ART INSTITUTE OF HOUSTON             |
| <b>Registration Number:</b> | 3900760       | THE ART INSTITUTE OF HOUSTON             |
| <b>Registration Number:</b> | 4090469       | THE ART INSTITUTE OF INDIANAPOLIS        |
| <b>Registration Number:</b> | 3399418       | THE ART INSTITUTE OF JACKSONVILLE        |
| <b>Registration Number:</b> | 2555535       | THE ART INSTITUTE OF LAS VEGAS           |
| <b>Registration Number:</b> | 4190749       | THE ART INSTITUTE OF LAS VEGAS           |
| <b>Registration Number:</b> | 4547678       | THE ART INSTITUTE OF MICHIGAN            |
| <b>Registration Number:</b> | 2664210       | THE ART INSTITUTE OF NEW YORK CITY       |
| <b>Registration Number:</b> | 2984379       | THE ART INSTITUTE OF OHIO                |
| <b>Registration Number:</b> | 3900779       | THE ART INSTITUTE OF OHIO                |
| <b>Registration Number:</b> | 1605991       | THE ART INSTITUTE OF PHILADELPHIA        |
| <b>Registration Number:</b> | 2903000       | THE ART INSTITUTE OF PHOENIX             |
| <b>Registration Number:</b> | 1602968       | THE ART INSTITUTE OF PITTSBURGH          |
| <b>Registration Number:</b> | 3864584       | THE ART INSTITUTE OF PITTSBURGH          |
| <b>Registration Number:</b> | 3079236       | THE ART INSTITUTE OF PORTLAND            |
| <b>Registration Number:</b> | 3552278       | THE ART INSTITUTE OF RALEIGH-DURHAM      |
| <b>Registration Number:</b> | 4613337       | THE ART INSTITUTE OF RALEIGH-DURHAM      |
| <b>Registration Number:</b> | 4579076       | THE ART INSTITUTE OF SALT LAKE CITY      |
| <b>Registration Number:</b> | 3921295       | THE ART INSTITUTE OF SAN ANTONIO         |
| <b>Registration Number:</b> | 1604099       | THE ART INSTITUTE OF SEATTLE             |
| <b>Registration Number:</b> | 4238046       | THE ART INSTITUTE OF ST. LOUIS           |
| <b>Registration Number:</b> | 4104617       | THE ART INSTITUTE OF TAMPA               |
| <b>Registration Number:</b> | 4134854       | THE ART INSTITUTE OF TENNESSEE           |
| <b>Registration Number:</b> | 3775341       | THE ART INSTITUTE OF VIRGINIA BEACH      |
| <b>Registration Number:</b> | 3065867       | THE ART INSTITUTE OF WASHINGTON          |
| <b>Registration Number:</b> | 3949522       | THE ART INSTITUTE OF WISCONSIN           |
| <b>Registration Number:</b> | 3474200       | THE ART INSTITUTE OF YORK-PENNSYLVANIA   |
| <b>Registration Number:</b> | 4613336       | THE ART INSTITUTE OF YORK-PENNSYLVANIA   |
| <b>Registration Number:</b> | 3192178       | THE ILLINOIS INSTITUTE OF ART            |
| <b>Registration Number:</b> | 3464763       | THE INTERNATIONAL CULINARY SCHOOL        |
| <b>Registration Number:</b> | 3354546       | THE LEADER IN ONLINE CREATIVE ARTS EDUCA |
| <b>Registration Number:</b> | 3487706       | THE NEW ENGLAND INSTITUTE OF ART         |

| Property Type        | Number   | Word Mark                                |
|----------------------|----------|--|
| Registration Number: | 4207986  | WASHINGTON SCHOOL OF PROFESSIONAL PSYCHO |
| Registration Number: | 4595748  | WESTERN STATE COLLEGE OF LAW             |
| Registration Number: | 4514652  |  |
| Registration Number: | 3483697  | WORLD CUISINES UNCOVERED                 |
| Registration Number: | 3529893  | A STUDENT EXPERIENCE THAT EXTENDS BEYOND |
| Registration Number: | 3610669  | THE MIAMI MASTERS                        |
| Serial Number:       | 86253647 | AI INSPIRE                               |
| Serial Number:       | 86197265 | AI SPECTRUM                              |
| Serial Number:       | 85939685 | AI THE ART INSTITUTES                    |
| Serial Number:       | 85939754 | AI THE ART INSTITUTES                    |
| Serial Number:       | 85939251 | CREATE TOMORROW                          |
| Serial Number:       | 86268351 | LION OF COURAGE                          |
| Serial Number:       | 86114406 | THE ART INSTITUTE OF CONNECTICUT         |

**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:** lrizzo@milbank.com

**Correspondent Name:** Milbank, Tweed, Hadley & McCloy LLP

**Address Line 1:** 601 S. Figueroa Street, 30th Floor

**Address Line 4:** Los Angeles, CALIFORNIA 90017

**ATTORNEY DOCKET NUMBER:** 42031.00000

**NAME OF SUBMITTER:** Miguel Ruiz

**SIGNATURE:** /Miguel Ruiz/

**DATE SIGNED:** 01/06/2015

**Total Attachments: 9**

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January 5, 2015

## TRADEMARK SECURITY AGREEMENT

### (Trademark Registrations, Trademark Applications and Exclusive Trademark Licenses)

WHEREAS, Education Management Corporation, a Pennsylvania corporation and Education Management II LLC, a Delaware limited liability company, (herein referred to individually as a “**Grantor**” and collectively, the “**Grantors**”) own, or in the case of licenses are each a party to, the Trademark Collateral (as defined below);

WHEREAS, Education Management II LLC (the “**Company**”), Education Management Holdings II LLC, Education Management Corporation, Certain Subsidiaries of Company, as Guarantors, the Lenders party thereto from time to time and U.S. Bank National Association, as Administrative Agent and as Collateral Agent are parties to a Credit Agreement dated as of January 5, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; the terms defined therein and not otherwise defined herein being used herein as therein defined); and

WHEREAS, pursuant to (i) a Pledge and Security Agreement dated as of January 5, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among the Company, the Grantors party thereto and U.S. Bank National Association, as Collateral Agent for Secured Parties referred to therein (in such capacity, together with its successors in such capacity, “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), each Grantor has secured the Secured Obligations (as defined in the Security Agreement) or its guarantee thereof, as applicable, (the “**Grantor’s Secured Guarantee**”) by granting to Grantee for the benefit of such Secured Parties a continuing security interest in personal property of each Grantor, including all right, title and interest of each Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to induce the Lenders to make Loans and other financial accommodations to Company pursuant to the Credit Agreement, each Grantor agrees, for the benefit of Secured Parties as follows:

1. Grant of Security Interest. For the benefit of Secured Parties to secure payment, performance and observance of the Secured Obligations, each Grantor pledges and grants to Grantee, a continuing security interest in, and a right of set-off against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of each Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by each Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, but in all cases excluding any intent-to-use (ITU) United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a), or examined and accepted, respectively, by the United States Patent and Trademark Office, in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a "Statement of Use" or "Amendment to Allege Use" is filed, has been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office at which point such Trademarks shall automatically be subject to the security interest granted herein and be deemed to be included as Trademark Collateral; and

(ii) each exclusive Trademark License to which each Grantor is a party, including, without limitation, each exclusive Trademark License identified in Schedule 1 hereto.

Each Grantor irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of each Grantor or in Grantee's name, from time to time, in Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which each Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

2. Purpose. This Trademark Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office or the comparable state agency. The security interest granted hereby has been granted to Grantee in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

3. Acknowledgement. The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to Grantee pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any


conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

4. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided by reference in the Security Agreement.

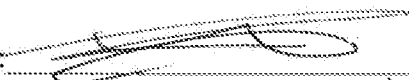
5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or electronic mail shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or electronic mail also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first set forth above.

**EDUCATION MANAGEMENT  
CORPORATION**

By:   
Name: Mick J. Beekhuizen  
Title: Executive Vice President and Chief  
Financial Officer

**EDUCATION MANAGEMENT II LLC**

By:   
Name: Mick J. Beekhuizen  
Title: Executive Vice President and Chief  
Financial Officer

[Signature Page to Trademark Security Agreement]



Acknowledged:

**U.S. BANK NATIONAL ASSOCIATION,**  
as Collateral Agent

By: \_\_\_\_\_

Name: **James A. Hanley**  
Title: **Vice President**

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005435 FRAME: 0466**

**Schedule 1  
to Trademark  
Security Agreement**

**(A) Trademarks**

**a. Registered Trademarks**

**i. Education Management Corporation**

| <b>Mark</b>                      | <b>Country</b> | <b>Registration</b> | <b>Classes</b> | <b>FHFGD Ref.</b> |
|----------------------------------|----------------|---------------------|----------------|-------------------|
| AI (Stylized)                    | China          | 3429609 08/28/04    | 14             | 05662-0098.00139  |
| AI (Stylized)                    | China          | 3429608 12/28/04    | 16             | 05662-0098.01139  |
| AI (Stylized)                    | China          | 3429626<br>10/07/04 | 21             | 05662-0098.02139  |
| AI (Stylized)                    | China          | 3429624<br>06/14/04 | 41             | 05662-0098.03139  |
| AI (Stylized)                    | China          | 3429607<br>09/14/06 | 18             | 05662-0098.08139  |
| ARGOSY UNIVERSITY & Torch Design | China          | 3451818<br>08/28/04 | 14             | 05662-0114.00139  |
| ARGOSY UNIVERSITY & Torch Design | China          | 3451816<br>01/28/05 | 18             | 05662-0114.01139  |
| ARGOSY UNIVERSITY & Torch Design | China          | 3451815<br>12/14/04 | 21             | 05662-0114.02139  |
| ARGOSY UNIVERSITY & Torch Design | China          | 3451814<br>01/14/05 | 25             | 05662-0114.03139  |
| ARGOSY UNIVERSITY & Torch Design | China          | 3451813<br>06/21/04 | 41             | 05662-0114.04139  |
| ARGOSY UNIVERSITY & Torch Design | China          | 3451817<br>11/14/05 | 16             | 05662-0114.05139  |

**ii. Education Management II LLC**

| <b>Mark</b>                                   | <b>Country</b> | <b>Reg. No.</b> | <b>Reg. Date</b> |
|---|----------------|-----------------|------------------|
| AI & Shield/Globe Design (Black & White)      | Canada         | TMA747,968      | 9/17/2009        |
| AI & Shield/Globe Design (Black & White)      | Mexico         | 1,055,201       | 8/25/2008        |
| AI & Shield/Globe Design (Black & White)      | United States  | 3,483,786       | 8/12/2008        |
| AI & Shield/Globe Design (Color)              | Canada         | TMA747,969      | 9/17/2009        |
| AI & Shield/Globe Design (Color)              | Mexico         | 1,055,200       | 8/25/2008        |
| AI & Shield/Globe Design (Color)              | United States  | 3,483,785       | 8/12/2008        |
| AI  | Mexico         | 1,427,013       | 1/17/2014        |
| AI  | United States  | 4,328,435       | 4/30/2013        |
| AI (Stylized)                                 | Canada         | TMA611,020      | 5/25/2004        |
| AI (Stylized)                                 | United States  | 2,371,036       | 7/25/2000        |
| AI (Stylized)                                 | United States  | 4,501,261       | 3/25/2014        |
| AI (Stylized)                                 | Mexico         | 1,427,012       | 1/17/2014        |
| AI (Stylized) (in color)                      | United States  | 4,328,458       | 4/30/2013        |
| AI THE ART INSTITUTE OF TORONTO (Stylized)    | Canada         | TMA667,938      | 7/17/2006        |
| AI THE ART INSTITUTE OF VANCOUVER (Stylized)  | Canada         | TMA667,943      | 7/17/2006        |
| AI THE ART INSTITUTES (Stylized) (Horizontal) | Mexico         | 1,452,853       | 5/6/2014         |
| AI THE ART INSTITUTES (Stylized) (Horizontal) | United States  | 4,500,279       | 3/25/2014        |
| AI THE ART INSTITUTES (Stylized) (Horizontal) | United States  | 4,582,763       | 8/12/2014        |

| Mark   | Country       | Reg. No.   | Reg. Date  |
|--|---------------|------------|------------|
| AI THE ART INSTITUTES (Stylized) (Stacked)           | United States | 4,500,280  | 3/25/2014  |
| AI THE ART INSTITUTES (Stylized) (Stacked)           | United States | 4,582,766  | 8/12/2014  |
| AI THE ART INSTITUTES INTERNATIONAL                  | United States | 2,262,221  | 7/20/1999  |
| AI THE ART INSTITUTES INTERNATIONAL (Stylized)       | United States | 1,652,020  | 7/23/1991  |
| AMERICA'S LEADER IN CREATIVE EDUCATION               | United States | 3,480,621  | 8/5/2008   |
| AMERICAN SCHOOL OF PROFESSIONAL PSYCHOLOGY           | United States | 4,256,243  | 12/11/2012 |
| ARGOSY UNIVERSITY                                    | United States | 2,719,073  | 5/27/2003  |
| ARGOSY UNIVERSITY                                    | United States | 4,345,386  | 6/4/2013   |
| Argosy University Logo (Shield)                      | United States | 3,487,096  | 8/19/2008  |
| ARIZONA SCHOOL OF PROFESSIONAL PSYCHOLOGY            | United States | 4,208,001  | 9/11/2012  |
| ASSIGNMENTS RESTAURANT                               | United States | 2,859,720  | 7/6/2004   |
| BEST TEEN CHEF                                       | Canada        | TMA718,836 | 7/17/2008  |
| BEST TEEN CHEF                                       | United States | 2,926,054  | 2/8/2005   |
| BEST TEEN CHEF                                       | United States | 3,615,917  | 5/5/2009   |
| BROWN MACKIE COLLEGE                                 | United States | 2,975,531  | 7/26/2005  |
| BROWN MACKIE COLLEGE                                 | United States | 4,501,262  | 3/25/2014  |
| Brown Mackie College Logo (Fleur-de-Lis)             | United States | 3,054,075  | 1/31/2006  |
| CI (Stylized)  | Canada        | TMA716,701 | 6/16/2008  |
| COLLEGE ON THE LOT                                   | United States | 3,862,873  | 10/19/2010 |
| CREATE TOMORROW                                      | Canada        | TMA854,930 | 7/11/2013  |
| CREATE TOMORROW                                      | United States | 4,186,271  | 8/7/2012   |
| CREATIVITY FOR LIFE                                  | United States | 4,557,582  | 6/24/2014  |
| FLORIDA SCHOOL OF PROFESSIONAL PSYCHOLOGY            | United States | 4,208,002  | 9/11/2012  |
| GEORGIA SCHOOL OF PROFESSIONAL PSYCHOLOGY            | United States | 4,211,786  | 9/18/2012  |
| HAWAII SCHOOL OF PROFESSIONAL PSYCHOLOGY             | United States | 4,207,987  | 9/11/2012  |
| ILLINOIS SCHOOL OF PROFESSIONAL PSYCHOLOGY           | United States | 4,208,000  | 9/11/2012  |
| MIAMI INTERNATIONAL UNIVERSITY OF ART AND DESIGN     | United States | 2,902,717  | 11/16/2004 |
| MINNESOTA SCHOOL OF PROFESSIONAL PSYCHOLOGY          | United States | 4,211,785  | 9/18/2012  |
| NORTH AMERICA'S LEADER IN CREATIVE EDUCATION         | Canada        | TMA735,309 | 2/26/2009  |
| ONE COURSE A MONTH                                   | United States | 4,328,465  | 4/30/2013  |
| ONLINE HIGHER EDUCATION MILITARY CONSORTIUM          | United States | 3,843,343  | 8/31/2010  |
| PERSONAL ATTENTION, PROFESSIONAL GROWTH.             | United States | 3,075,998  | 4/4/2006   |
| Shield Capital Dome Design                           | United States | 4,612,655  | 9/30/2014  |
| Shield/Bridge/Water/Cityscape Design                 | United States | 4,612,658  | 9/30/2014  |
| Shield/Chicago Cityscape Design                      | United States | 4,612,659  | 9/30/2014  |
| Shield/Cliff/Sun/Ocean/Flower Design                 | United States | 4,612,657  | 9/30/2014  |
| Shield/Diamond Pattern Design                        | United States | 4,612,652  | 9/30/2014  |
| Shield/Golden Gate Bridge Design                     | United States | 4,612,653  | 9/30/2014  |
| Shield/Hawaiian Flower Design                        | United States | 4,612,656  | 9/30/2014  |
| Shield/Leaves/Acorn Design                           | United States | 4,612,660  | 9/30/2014  |
| Shield/Sun/Ocean Design                              | United States | 4,612,651  | 9/30/2014  |
| Shield/Tree/Cityscape Design - Illinois (Schaumburg) | United States | 4,612,654  | 9/30/2014  |
| SOCRATES DISTANCE LEARNING TECHNOLOGIES GROUP        | United States | 2,655,861  | 12/3/2002  |
| TALK-ON!   | Canada        | TMA663,319 | 4/29/2006  |
| TEXAS SCHOOL OF PROFESSIONAL PSYCHOLOGY              | United States | 4,211,778  | 9/18/2012  |
| THE ART INSTITUTE OF ATLANTA                         | United States | 1,604,098  | 6/26/1990  |
| THE ART INSTITUTE OF ATLANTA                         | United States | 3,864,583  | 10/19/2010 |
| THE ART INSTITUTE OF AUSTIN                          | United States | 3,459,909  | 7/1/2008   |
| THE ART INSTITUTE OF AUSTIN                          | United States | 4,613,334  | 9/30/2014  |
| THE ART INSTITUTE OF CALIFORNIA                      | United States | 3,076,348  | 4/4/2006   |
| THE ART INSTITUTE OF CHARLESTON                      | United States | 4,367,249  | 7/16/2013  |
| THE ART INSTITUTE OF CHARLOTTE                       | United States | 3,076,338  | 4/4/2006   |

| Mark  | Country       | Reg. No.   | Reg. Date  |
|---|---------------|------------|------------|
| THE ART INSTITUTE OF COLORADO                           | United States | 3,095,761  | 5/23/2006  |
| THE ART INSTITUTE OF DALLAS                             | United States | 1,621,670  | 11/6/1990  |
| THE ART INSTITUTE OF DALLAS                             | United States | 4,021,830  | 9/6/2011   |
| THE ART INSTITUTE OF FORT LAUDERDALE                    | United States | 1,601,475  | 6/12/1990  |
| THE ART INSTITUTE OF FORT LAUDERDALE                    | United States | 3,864,586  | 10/19/2010 |
| THE ART INSTITUTE OF FORT WORTH                         | United States | 3,805,075  | 6/15/2010  |
| THE ART INSTITUTE OF HOUSTON                            | United States | 1,602,967  | 6/19/1990  |
| THE ART INSTITUTE OF HOUSTON                            | United States | 3,900,760  | 1/4/2011   |
| THE ART INSTITUTE OF INDIANAPOLIS                       | United States | 4,090,469  | 1/24/2012  |
| THE ART INSTITUTE OF JACKSONVILLE                       | United States | 3,399,418  | 3/18/2008  |
| THE ART INSTITUTE OF LAS VEGAS                          | United States | 2,555,535  | 4/2/2002   |
| THE ART INSTITUTE OF LAS VEGAS                          | United States | 4,190,749  | 8/14/2012  |
| THE ART INSTITUTE OF MICHIGAN                           | United States | 4,547,678  | 6/10/2014  |
| THE ART INSTITUTE OF NEW YORK CITY                      | United States | 2,664,210  | 12/17/2002 |
| THE ART INSTITUTE OF OHIO                               | United States | 2,984,379  | 8/9/2005   |
| THE ART INSTITUTE OF OHIO                               | United States | 3,900,779  | 1/4/2011   |
| THE ART INSTITUTE OF PHILADELPHIA                       | United States | 1,605,991  | 7/10/1990  |
| THE ART INSTITUTE OF PHOENIX                            | United States | 2,903,000  | 11/16/2004 |
| THE ART INSTITUTE OF PITTSBURGH                         | United States | 1,602,968  | 6/19/1990  |
| THE ART INSTITUTE OF PITTSBURGH                         | United States | 3,864,584  | 10/19/2010 |
| THE ART INSTITUTE OF PORTLAND                           | United States | 3,079,236  | 4/11/2006  |
| THE ART INSTITUTE OF RALEIGH/DURHAM                     | United States | 3,552,278  | 12/23/2008 |
| THE ART INSTITUTE OF RALEIGH-DURHAM                     | United States | 4,613,337  | 9/30/2014  |
| THE ART INSTITUTE OF SALT LAKE CITY                     | United States | 4,579,076  | 8/5/2014   |
| THE ART INSTITUTE OF SAN ANTONIO                        | United States | 3,921,295  | 2/15/2011  |
| THE ART INSTITUTE OF SEATTLE                            | United States | 1,604,099  | 6/26/1990  |
| THE ART INSTITUTE OF ST. LOUIS                          | United States | 4,238,046  | 11/6/2012  |
| THE ART INSTITUTE OF TAMPA                              | United States | 4,104,617  | 2/28/2012  |
| THE ART INSTITUTE OF TENNESSEE                          | United States | 4,134,854  | 5/1/2012   |
| THE ART INSTITUTE OF VIRGINIA BEACH                     | United States | 3,775,341  | 4/13/2010  |
| THE ART INSTITUTE OF WASHINGTON                         | United States | 3,065,867  | 3/7/2006   |
| THE ART INSTITUTE OF WISCONSIN                          | United States | 3,949,522  | 4/19/2011  |
| THE ART INSTITUTE OF YORK-PENNSYLVANIA                  | United States | 3,474,200  | 7/22/2008  |
| THE ART INSTITUTE OF YORK-PENNSYLVANIA                  | United States | 4,613,336  | 9/30/2014  |
| THE ILLINOIS INSTITUTE OF ART                           | United States | 3,192,178  | 1/2/2007   |
| THE INTERNATIONAL CULINARY SCHOOL                       | United States | 3,464,763  | 7/8/2008   |
| THE LEADER IN ONLINE CREATIVE ARTS EDUCATION            | United States | 3,354,546  | 12/11/2007 |
| THE NEW ENGLAND INSTITUTE OF ART                        | United States | 3,487,706  | 8/19/2008  |
| WASHINGTON SCHOOL OF PROFESSIONAL PSYCHOLOGY            | United States | 4,207,986  | 9/11/2012  |
| WE'RE OUT THERE   | Canada        | TMA684,004 | 3/19/2007  |
| WESTERN STATE COLLEGE OF LAW                            | United States | 4,595,748  | 9/2/2014   |
| Western State College of Law Logo (Torch/Scales Design) | United States | 4,514,652  | 4/15/2014  |
| WORLD CUISINES UNCOVERED                                | Canada        | TMA472,970 | 7/3/2009   |
| WORLD CUISINES UNCOVERED                                | United States | 3,483,697  | 8/12/2008  |
| A Student Experience that Extends Beyond the Classroom  | United States | 3529893    | 11/11/2008 |
| The Miami Masters                                       | United States | 3610669    | 04/21/2009 |

**b. Pending Trademarks**

**i. Education Management II LLC**

| <b>Mark</b>                                   | <b>Country</b> | <b>App. No.</b> | <b>App. Date</b> |
|---|----------------|-----------------|------------------|
| AI  | Mexico         | 1,326,345       | 11/15/2012       |
| AI (Stylized)                                 | China          | 13,004,838      | 7/31/2013        |
| AI (Stylized)                                 | China          | 13,004,839      | 7/31/2013        |
| AI (Stylized)                                 | China          | 13,004,840      | 7/31/2013        |
| AI (Stylized)                                 | China          | 13,004,841      | 7/31/2013        |
| AI (Stylized)                                 | Mexico         | 1,326,343       | 11/15/2012       |
| AI INSPIRE                                    | United States  | 86/253,647      | 4/16/2014        |
| AI SPECTRUM                                   | United States  | 86/197,265      | 2/19/2014        |
| AI THE ART INSTITUTES (Stylized) (Horizontal) | India          | 2,197,646       | 8/30/2011        |
| AI THE ART INSTITUTES (Stylized) (Horizontal) | Mexico         | 1,338,206       | 1/9/2013         |
| AI THE ART INSTITUTES (Stylized) (Horizontal) | United States  | 85/939,685      | 5/22/2013        |
| AI THE ART INSTITUTES (Stylized) (Stacked)    | China          | 13,004,832      | 7/31/2013        |
| AI THE ART INSTITUTES (Stylized) (Stacked)    | China          | 13,004,833      | 7/31/2013        |
| AI THE ART INSTITUTES (Stylized) (Stacked)    | China          | 13,004,834      | 7/31/2013        |
| AI THE ART INSTITUTES (Stylized) (Stacked)    | China          | 13,004,835      | 7/31/2013        |
| AI THE ART INSTITUTES (Stylized) (Stacked)    | China          | 13,004,836      | 7/31/2013        |
| AI THE ART INSTITUTES (Stylized) (Stacked)    | China          | 13,004,837      | 7/31/2013        |
| AI THE ART INSTITUTES (Stylized) (Stacked)    | United States  | 85/939,754      | 5/22/2013        |
| ARGOSY UNIVERSITY                             | India          | 2,191,615       | 8/30/2011        |
| ARGOSY UNIVERSITY                             | China          | 13,004,830      | 7/31/2013        |
| ARGOSY UNIVERSITY                             | China          | 13,004,831      | 7/31/2013        |
| BROWN MACKIE COLLEGE                          | India          | 2,191,614       | 8/30/2011        |
| BROWN MACKIE COLLEGE                          | China          | 13,004,828      | 7/31/2013        |
| BROWN MACKIE COLLEGE                          | China          | 13,004,829      | 7/31/2013        |
| CREATE TOMORROW                               | United States  | 85/939,251      | 5/22/2013        |
| CREATIVITY FOR LIFE                           | Canada         | 1,672,194       | 4/10/2014        |
| CREATIVITY FOR LIFE                           | China          | N/A             | 4/23/2014        |
| LION OF COURAGE                               | United States  | 86/268,351      | 5/1/2014         |
| SOUTH UNIVERSITY                              | India          | 2,191,616       | 8/30/2011        |
| SOUTH UNIVERSITY                              | China          | 13,004,826      | 7/31/2013        |
| SOUTH UNIVERSITY                              | China          | 13,004,827      | 7/31/2013        |
| THE ART INSTITUTE OF CONNECTICUT              | United States  | 86/114,406      | 11/8/2013        |

**(B) Trademark Licenses**

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**(C) Trademark Secret Licenses**

None