

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334177

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dorsey School of Business Holdings, Inc.		03/04/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sterling National Bank		
Street Address:	400 Rella Boulevard		
Internal Address:	ATTN:General Counsel		
City:	Montebello		
State/Country:	NEW YORK		
Postal Code:	10901		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76659689	THE CAREER CONNECTION	
Serial Number:	86325596	THE CAREER CONNECTION	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Paul B Hahn		
Address Line 1:	475 Park Avenue		
Address Line 2:	Platzer Swargold Levine Goldberg KatzLLP		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:	Paul B Hahn		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	03/05/2015		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of March 4, 2015 is made by and between Dorsey School of Business Holdings, Inc., a Delaware, corporation, with its chief executive office located at 31799 John R Road Madison Heights, MI 48071 (the "Pledgor") and Sterling National Bank a national banking association, with an address of 400 Rella Boulevard, Montebello, New York 10901 the "Secured Party").

Recitals

The Pledgor and the Secured Party are parties to a Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "L&SA") pursuant to which the Pledgor has granted the Secured Party an interest in Collateral, as defined in the L&SA, to, in part, secure credit accommodations extended by the Secured Party to the Pledgor.

As a condition to extending credit to or for the account of the Pledgor, the Secured Party has, among other things, required the execution and delivery of this Agreement by the Pledgor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Note and herein, the parties hereby agree as follows:

1. Definitions. All terms not otherwise defined herein shall have the meanings given to them in the L&SA. In addition, the following terms have the meanings set forth below:

"Trademarks" means all of the Pledgor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each that have been registered with the U.S. Patent and Trademark Office, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefore, (iv) licenses thereunder and (v) all proceeds of all of the foregoing, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. The Pledgor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest") in the Trademarks, whether or not registered with the U.S. Patent and Trademark Office, to secure payment of any and all obligations of the Pledgor to the Secured Party arising pursuant to or in connection with the L&SA, whether direct or indirect, actual or contingent. As set forth in the L&SA, the Security Interest is coupled with a security interest in substantially all of the personal property of the Pledgor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and

makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Pledgor represents, warrants and agrees as follows:

(A) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by the Pledgor as of the date hereof and accurately reflects the existence and status of Trademarks as of the date hereof. If after the date hereof, the Pledgor owns or controls any Trademarks not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Pledgor shall within ten (10) days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(B) **No Sale.** Except as permitted in the L&SA, the Pledgor will not assign, transfer, encumber or otherwise dispose of the Trademarks .

(C) **Defense.** The Pledgor will, at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(D) **Maintenance.** The Pledgor will at its own expense maintain any Trademarks that are necessary or required for the operation of the business, including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefore. The Pledgor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least sixty (60) days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(E) **Secured Party's Right to Take Action.** If the Pledgor fails to perform or observe any of its covenants or agreements set forth in this Section 3, or if the Pledgor notifies the Secured Party that it intends to abandon a Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Pledgor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

4. Pledgor's Use of the Trademarks. The Pledgor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in a commercially reasonable manner, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default (as defined in the L&SA shall occur and be continuing under the L&SA, (b) the Pledgor shall fail promptly to observe or perform any covenant or agreement herein binding on it and such failure continues for a period of five (5) business days, or (d) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the L&SA.

(b) The Secured Party may sell, assign, transfer, pledge, license, or encumber or otherwise dispose of the Trademarks.

(c) The Secured Party may enforce the Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Pledgor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.


THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

The parties hereby consent to the sole and exclusive jurisdiction of any State or Federal Court located in the State and County of New York for any and all claims or disputes arising from or relating to this Agreement.

[The Signature Page To Follow]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Dorsey School of Business Holdings, Inc

By: 
Title: Wesnaur CEO

Sterling National Bank


By: 
Title: SVP, SENIOR MANAGING DIR

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

REGISTRATIONS

<u>Mark</u>	<u>Serial #</u>	<u>Registration #</u>	<u>Registration Date</u>
The Career Connection	76659689	3210064	February 20, 2007
The Career Connection	86325596	4695169	Filing Date: July 1, 2014