TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346049

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	After-Acquired Trademark Security Agreement (Supplemental Filing)
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RETS Tech Center, Inc.		06/26/2015	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent and Collateral Agent
Street Address:	299 PARK AVENUE
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3984644	ASPE

CORRESPONDENCE DATA

Fax Number: 7147558290

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.

Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	039112-0118
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	06/26/2015

Total Attachments: 8
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AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT

(SUPPLEMENTAL FILING)

This TRADEMARK SECURITY AGREEMENT (SUPPLEMENTAL FILING), dated as of June 26, 2015 (as amended, supplemented or otherwise modified from time to time, the "Supplemental Trademark Security Agreement"), is made by the signatories hereto (the "Grantors") in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the "Administrative Agent") and collateral agent for all Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

WHEREAS, pursuant to (i) that certain Second Amended and Restated Credit Agreement dated as of December 3, 2007 (as amended, supplemented, replaced or otherwise modified and in effect from time to time, the "2007 Credit Agreement"), by and among Education Affiliates Inc., a Delaware corporation (the "Borrower"), the financial institutions that are or may from time to time become parties thereto (the "2007 Lenders") and Bank of America, N.A., as administrative agent (in such capacity, together with its successors in such capacity, the "2007 Administrative Agent"), and (ii) that certain Credit Agreement dated as of December 15, 2009 (as amended, supplemented, amended and restated, refinanced or otherwise modified and in effect from time to time, the "2009 Credit Agreement", and together with the 2007 Credit Agreement, the "Existing Credit Agreements") among the Borrower, the financial institutions that are or may from time to time become parties thereto (the "2009 Lenders", and together with the 2007 Lender, the "Existing Lenders") and General Electric Capital Corporation, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the "2009 Administrative Agent" and, together with the 2007 Administrative Agent, the "Existing Administrative Agents"), the Existing Lenders agreed to make Loans (as defined in the Existing Credit Agreements) for the benefit of the Borrower;

WHEREAS, in connection with the Existing Credit Agreements, the Borrower, the other grantors signatory thereto (the "Existing Grantors"), the Collateral Agent, and the Existing Administrative Agents, entered into to that certain Second Amended & Restated Guaranty and Collateral Agreement dated as of December 15, 2009 (as amended, supplemented or otherwise modified prior to the date hereof, the "Existing Guaranty Agreement") pursuant to which the Existing Grantors granted to the 2009 Administrative Agent, for the ratable benefit of the Secured Parties (as defined in the Existing Guaranty Agreement), a continuing security interest in certain collateral, including the Trademarks (as defined in the Existing Guaranty Agreement);

WHEREAS, pursuant to the Existing Guaranty Agreement, certain grantors party thereto executed and delivered a Trademark Security Agreement dated as of December 15, 2009 which was recorded against certain United States Trademark applications and registrations on December 15, 2009 at Reel/Frame No. 004114/0571;

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof among the Borrower, the financial institutions that are or may from time to

time become parties thereto (together with their respective successors and assigns, the "Lenders"), the Administrative Agent and Bank of America, N.A., as Issuing Lender (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), the Lenders agreed to extend credit to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Borrower, the Grantors and the other parties thereto entered into that certain Amended & Restated Guaranty and Collateral Agreement dated as of the date hereof in favor of the Collateral Agent and Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), pursuant to which the Grantors granted a continuing security interest in the Trademark Collateral (as defined below) to the Collateral Agent, for the ratable benefit of the Secured Parties, to secure the Obligations of the Borrower under the Credit Agreement and the obligations of the Grantors under the Guaranty and Collateral Agreement and to provide a guaranty to the Administrative Agent, for the ratable benefit of the Lenders, of the Obligations of the Company under the Credit Agreement; and

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

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

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Collateral Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Company Obligations (in the case of the Company) or its Guarantor Obligations (in the case of a Guarantor) (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, the Company names, business names, trade styles, service marks and logos, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or group of countries or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule I, attached hereto,

(b) the right to obtain all renewals thereof, and

(c) all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Supplemental Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Trademark Security Agreement is deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall control.

SECTION 4. APPLICABLE LAW. THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. COUNTERPARTS. This Supplemental Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Supplemental Trademark Security Agreement. Receipt by telecopy of any executed signature page to this Supplemental Trademark Security Agreement shall constitute effective delivery of such signature page.

[Remainder of page intentionally left blank]

EDUCATION AFFILIATES INC.

By: _____
Name: Stephen J. Budosh
Title: Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF Maryland)
) ss.
COUNTY OF Baltimore)

On this 25 day of June, 2015 before me, personally appeared Stephen J. Budosh proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Education Affiliates Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kathleen D. Akers

KATHLEEN D. AKERS
Notary Public {seal}
State of Maryland
Baltimore County
My commission exp. July 9, 2016

TRADEMARK
REEL: 005563 FRAME: 0138

KIMC INVESTMENTS, INC.

By: _____
Name: Stephen J. Budosh
Title: Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF Maryland)
) ss.
COUNTY OF Baltimore)

On this 25 day of June, 2015 before me, personally appeared Stephen J. Budosh proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of KIMC Investments, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kathleen D. Akers

KATHLEEN D. AKERS
Notary Public {seal}
State of Maryland
Baltimore County
My commission exp. July 9, 2016

TRADEMARK
REEL: 005563 FRAME: 0139

RETS TECH CENTER, INC.

By: _____
Name: Stephen J. Budosh
Title: Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF Maryland)
) ss.
COUNTY OF Baltimore)

On this 25 day of June, 2015 before me, personally appeared Stephen J. Budosh proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of RETS Tech Center, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kathleen D. Akers

KATHLEEN D. AKERS {seal}
Notary Public
State of Maryland
Baltimore County
My commission exp. July 9, 2016

Accepted and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent and Collateral Agent

By: _____

Name: **Brad Kimme**
Title: **Duly Authorized Signatory**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

Trademark	Application No. Application Date	Registration No. Registration Date	Status	Current Owner
FORTIS COLLEGE	77243694 31-JUL-2007	3528625 04-NOV-2008	Registered	Education Affiliates Inc.
FORTIS	85501857 22-DEC-2011	4186680 07-AUG-2012	Registered	Education Affiliates Inc.
MEDICAL OFFICE BASIC X-RAY TECHNICIAN	85410681 30-AUG-2011	4116494 20-MAR-2012	Registered Supplemental Register	Education Affiliates Inc.
SCRUBS FOR A CAUSE	77702028 30-MAR-2009	3765196 23-MAR-2010	Registered	KIMC Investments, Inc.
ASPE	85147202 07-OCT-2010	3984644 28-JUN-2011	Registered	American Society of Professional Education, Inc.[1]

[1] An Assignment to RETS Tech Center, Inc. will be filed in due course