

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350854

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT		07/31/2015	Banking Institution: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LINCOLN TECHNICAL INSTITUTE, INC.		
<b>Street Address:</b>	200 EXECUTIVE DRIVE, SUITE 340		
<b>City:</b>	WEST ORANGE		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07052		
<b>Entity Type:</b>	CORPORATION: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3332360	LINCOLN COLLEGE OF TECHNOLOGY	
<b>Registration Number:</b>	2943439	DOCTOR'S OFFICE CLASSROOM D.O.C	
<b>Registration Number:</b>	2764920	LINCOLN EDUCATIONAL SERVICES	
<b>Registration Number:</b>	2440890	LINCOLN TECH	
<b>Registration Number:</b>	2220069	LTI	
<b>Registration Number:</b>	2222267	LINCOLN TECHNICAL INSTITUTE	
<b>Registration Number:</b>	3900279	LINCOLN COLLEGE OF NEW ENGLAND	
<b>Registration Number:</b>	3900278	LINCOLN COLLEGE OF NEW ENGLAND	
<b>Registration Number:</b>	3900010	LINCOLN CULINARY INSTITUTE	
<b>Registration Number:</b>	3900009	LINCOLN CULINARY INSTITUTE	
<b>Registration Number:</b>	3899997	EDUCATION FOR LIFE	
<b>Registration Number:</b>	2093797	EDUCATION FOR LIFE	
<b>Registration Number:</b>	3700807	CENTER FOR CULINARY ARTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6785532693		
<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>Email:</b>	haysj@gtlaw.com		
<b>Correspondent Name:</b>	Jennifer Hays		
<b>TRADEMARK</b>			

CH \$340.00 3332360

**Address Line 1:** Greenberg Traurig, LLP  
**Address Line 2:** 3333 Piedmont Road NE, Suite 2500  
**Address Line 4:** Atlanta, GEORGIA 30305

**ATTORNEY DOCKET NUMBER:** 147121.010800

**NAME OF SUBMITTER:** Jennifer Hays

**SIGNATURE:** /jennifer hays/

**DATE SIGNED:** 08/10/2015

**Total Attachments: 3**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of July 31, 2015 ("Release"), is made by Bank of America, N.A., as Administrative Agent ("Administrative Agent") in favor of Lincoln Technical Institute, Inc., a New Jersey corporation ("Grantor").

**WHEREAS**, pursuant to that certain Security and Pledge Agreement dated as of April 5, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

**WHEREAS**, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of April 5, 2012 ("Notice"); and

**WHEREAS**, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on April 10, 2012 at Reel 4753 Frame 0455.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantor's right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: 

Name: Linda Lov

Title: AVP

**Schedule A**  
**U.S. Trademarks**

**Registered Marks**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
LINCOLN COLLEGE OF TECHNOLOGY	3332360	11/06/07
DOCTOR'S OFFICE CLASSROOM D.O.C. and Design	2943439	04/26/05
LINCOLN EDUCATIONAL SERVICES	2764920	09/16/03
LINCOLN TECH	2440890	04/03/01
LTI	2220069	01/26/99
LINCOLN TECHNICAL INSTITUTE	2222267	02/09/99
LINCOLN COLLEGE OF NEW ENGLAND and Design	3900279	01/04/11
LINCOLN COLLEGE OF NEW ENGLAND	3900278	01/04/11
LINCOLN CULINARY INSTITUTE and Design	3900010	01/04/11
LINCOLN CULINARY INSTITUTE	3900009	01/04/11
EDUCATION FOR LIFE	3899997	01/04/11
EDUCATION FOR LIFE	2093797	09/02/97
CENTER FOR CULINARY ARTS	3700807	10/27/09