

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM354022

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Administrative Agent		09/03/2015	Chartered Bank: CANADA

## RECEIVING PARTY DATA

<b>Name:</b>	Education Corporation of America
<b>Street Address:</b>	3660 Grandview Parkway
<b>Internal Address:</b>	Suite 300
<b>City:</b>	Birmingham
<b>State/Country:</b>	ALABAMA
<b>Postal Code:</b>	35243
<b>Entity Type:</b>	CORPORATION: DELAWARE
<b>Name:</b>	New England College of Business and Finance, LLC
<b>Street Address:</b>	3660 Grandview Parkway
<b>Internal Address:</b>	Suite 300
<b>City:</b>	Birmingham
<b>State/Country:</b>	ALABAMA
<b>Postal Code:</b>	35243
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MASSACHUSETTS
<b>Name:</b>	Virginia College, LLC
<b>Street Address:</b>	3660 Grandview Parkway
<b>Internal Address:</b>	Suite 300
<b>City:</b>	Birmingham
<b>State/Country:</b>	ALABAMA
<b>Postal Code:</b>	35243
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ALABAMA

## PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
<b>Registration Number:</b>	2567380	CULINARD
<b>Registration Number:</b>	2575830	VIRGINIA COLLEGE
<b>Registration Number:</b>	2482439	DEVELOP A TASTE FOR SUCCESS
<b>Registration Number:</b>	2485231	CULINARD THE CULINARY INSTITUTE OF VIRGI

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2485230	CULINARD
Registration Number:	2467351	GOLF FUTURES
Registration Number:	3562793	EDUCATION CORPORATION OF AMERICA
Registration Number:	3519056	VIRGINIA COLLEGE ONLINE
Registration Number:	3529500	GOLF ACADEMY OF AMERICA
Registration Number:	3826380	VIRGINIA COLLEGE HEALTHCARE REIMBURSEMENT
Registration Number:	3897905	ECOTECH INSTITUTE
Registration Number:	3952166	ECOTECH INSTITUTE
Registration Number:	3952190	MAKE THE WORLD YOUR WORKPLACE
Registration Number:	3762681	YOUR SUCCESS STARTS HERE
Registration Number:	3241028	NEW ENGLAND COLLEGE OF FINANCE
Serial Number:	85468197	BROADLEAF SCHOOL MANAGEMENT SYSTEM

#### 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: ipdocket@maynardcooper.com

Correspondent Name: Brandon Browning

Address Line 1: 1901 6th Avenue North

Address Line 2: Suite 2400

Address Line 4: Birmingham, ALABAMA 35203

ATTORNEY DOCKET NUMBER:	13086-0053
NAME OF SUBMITTER:	Brandon Browning
SIGNATURE:	/brandonbrowning/
DATE SIGNED:	09/03/2015

#### Total Attachments: 5

source=CADENCE ECA TRADEMARK RELEASE (BMO) (03362562)#page1.tif

source=CADENCE ECA TRADEMARK RELEASE (BMO) (03362562)#page2.tif

source=CADENCE ECA TRADEMARK RELEASE (BMO) (03362562)#page3.tif

source=CADENCE ECA TRADEMARK RELEASE (BMO) (03362562)#page4.tif

source=CADENCE ECA TRADEMARK RELEASE (BMO) (03362562)#page5.tif

## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of September 3, 2015 (this "Release"), is made by Bank of Montreal, in its capacity as Administrative Agent (the "Agent") in favor of Education Corporation of America, a Delaware corporation, New England College of Business and Finance, LLC, a Massachusetts limited liability company and Virginia College, LLC, an Alabama limited liability company (each a "Grantor" and collectively, the "Grantors").

WHEREAS, the Grantors are party to an Amended and Restated Security Agreement dated as of June 12, 2012 (the "Security Agreement") between each of the Grantors and the other grantors party thereto and the Agent pursuant to which the Grantors granted a security interest to the Agent in certain assets of Grantors;

WHEREAS, pursuant to the Security Agreement, that certain Amended and Restated Trademark Security Agreement, dated as of June 12, 2012 (the "Trademark Security Agreement") was entered into by Grantors and the Agent to record the security interest with respect to (i) all of Grantor's right, title and interest in and to certain trademark registrations and applications, whether registered or unregistered, including, without limitation, the trademark registrations and applications set forth on Schedule A attached hereto, including all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, and (ii) all products, rents, issues, profits, returns, income, and proceeds of and from any and all of the foregoing (i) and (ii), collectively, the "Trademark Collateral") and was recorded with the United States Patent and Trademark Office on June 13, 2012, at Reel / Frame No. 4800/0853;

WHEREAS, Grantors have satisfied the terms of the Security Agreement and request a specific release of the security interest granted and recorded against the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Grantors hereby agrees with the Lender as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### **SECTION 2. Release of Security Interest in Trademark Collateral**

**SECTION 2.1 Release of Security Interest.** The Agent hereby (i) terminates the Trademark Security Agreement, and releases and re-assigns to Grantors any and all liens, security interests, rights, title, and interest it may have in, to, or under the Trademark Collateral, (ii) agrees that it shall execute all other documents and do all other acts necessary to relinquish and effect the release of such rights to Grantors, and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release and termination of the Agent's rights under the Security Agreement with respect to the Trademark Collateral.

### **SECTION 3. Governing Law**

THIS RELEASE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

**SECTION 4. Counterparts**

This Release may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts taken together shall constitute but one in the same instrument.

**[Remainder of page intentionally left blank]**



**IN WITNESS WHEREOF**, the Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

Accepted and Agreed:

**BANK OF MONTREAL**,  
as Agent

By: Aleen M. Hartz  
Name: Aleen Hartje  
Title: Managing Director

**SCHEDULE A****Trademark Registrations**

<b>TRADEMARK</b>	<b>U.S REGISTRATION NO.</b>	<b>OWNER</b>
Culinard	2567380	Education Corporation of America
Virginia College	2575830	Education Corporation of America
Develop a Taste for Success	2482439	Education Corporation of America
Culinard, The Culinary Institute of Virginia College	2485231	Education Corporation of America
	2485230	Education Corporation of America
Golfutures	2467351	San Deigo Golf Academy
Education Corporation of America	3562793	Education Corporation of America
Virginia College Online	3519056	Education Corporation of America
Golf Academy of America	3529500	San Diego Golf Academy
Virginia College Healthcare Reimbursement Services	3826380	Education Corporation of America
Ecotech Institute	3897905	Education Corporation of America
	3952166	Education Corporation of America
Make the World Your Workplace	3952190	Education Corporation of America
Your Success Starts Here	3762681	Education Corporation of America
New England College of Finance	3241028	New England College of Finance, LLC

Trademark Applications

TRADEMARK	U.S SERIAL NO.
Broadleaf School Management System	85468197