

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM354025

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
New England College of Business and Finance, LLC		09/03/2015	LIMITED LIABILITY COMPANY: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Cadence Bank, N.A.
Street Address:	2100 3rd Avenue North
Internal Address:	Suite 1100
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35203
Entity Type:	National Association: ALABAMA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4427549	NEW ENGLAND COLLEGE OF BUSINESS AND FINA
Registration Number:	4309016	NECB
Registration Number:	4430978	NEW ENGLAND COLLEGE OF BUSINESS AND FINA
Registration Number:	4427630	NEW ENGLAND COLLEGE OF BUSINESS
Registration Number:	4309144	· INTEGRITY · KNOWLEDGE · LEADERSHIP COL
Registration Number:	4467346	EDUCATION PARTNERS FOR SUCCESS
Registration Number:	4572129	INVEST IN TOMORROW
Registration Number:	4726631	NEW ENGLAND COLLEGE OF BUSINESS EST. 190

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

OP \$215.00 4427549

ATTORNEY DOCKET NUMBER:	13086-0053
NAME OF SUBMITTER:	Brandon Browning
SIGNATURE:	/brandonbrowning/
DATE SIGNED:	09/03/2015
Total Attachments: 3 source=executed - trademark assignment (new england) (03362964)#page1.tif source=executed - trademark assignment (new england) (03362964)#page2.tif source=executed - trademark assignment (new england) (03362964)#page3.tif	

**ASSIGNMENT AND GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

WHEREAS, NEW ENGLAND COLLEGE OF BUSINESS AND FINANCE, LLC, a Massachusetts limited liability company (the "Pledgor"), is the owner of the trademarks and service marks listed on Schedule A attached hereto, which marks are registered or have pending registrations in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such trademarks, service marks, registrations and applications, collectively, the "Trademarks") and is the owner of the patents listed on Schedule A attached hereto, which patents are registered or have pending applications in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such patents, registrations and applications, collectively, the "Patents"); and

WHEREAS, the Pledgor has entered into a Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), dated as of September 3, 2015, in which the Pledgor has agreed with Cadence Bank, N.A, as Collateral Agent (the "Collateral Agent"), with offices at 2100 3rd Avenue North, Suite 1100, Birmingham, Alabama 35203, to execute this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby assign and grant to the Collateral Agent a security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks and the Patents. This Assignment has been given in conjunction with the assignment and security interest granted to the Collateral Agent under the Security Agreement, and the provisions of this Assignment are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

[Remainder of page left intentionally blank]

NEW ENGLAND COLLEGE OF BUSINESS
AND FINANCE, LLC

By: [Signature]
Christopher Boehm
Title: Chief Financial Officer

STATE OF Illinois)
COUNTY OF COOK)

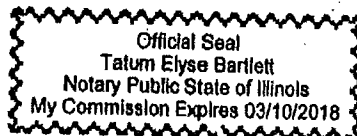
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Christopher Boehm, whose name as CEO of New England College of Business and Finance, LLC, a Massachusetts limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 31 day of August, 2015.

Tatum Elyse Bartlett
Notary Public

AFFIX SEAL




My commission expires: 03/10/2018



[Signature Page to Assignment of Patents and Trademarks]

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Jurisdiction(s) and Office Where Registered	Registration Number	Owner of Mark	Reg. Date Exp. Date
New England College of Business and Finance	US PTO (Principal Register)	4427549	New England College of Business and Finance, LLC	11-5-13 11-5-23
NECB	US PTO (Principal Register)	4309016	New England College of Business and Finance, LLC	3-26-13 3-26-23
 NEW ENGLAND COLLEGE OF BUSINESS AND FINANCE	US PTO (Principal Register)	4430978	New England College of Business and Finance, LLC	11-12-13 11-12-23
New England College of Business	US PTO (Principal Register)	4427630	New England College of Business and Finance, LLC	11-5-13 11-5-23
	US PTO (Principal Register)	4309144	New England College of Business and Finance, LLC	3-26-13 3-26-23
Education Partners for Success	US PTO (Principal Register)	4467346	New England College of Business and Finance, LLC	1-14-14 1-14-24
Invest in Tomorrow	US PTO (Principal Register)	4572129	New England College of Business and Finance, LLC	7-22-14 7-22-24
 NEW ENGLAND COLLEGE of BUSINESS.	US PTO (Principal Register)	4726631	New England College of Business and Finance, LLC	4-28-15 4-28-25

PATENTS AND PATENT APPLICATIONS

NONE