

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395413

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
New Horizons Education Corporation		08/17/2016	Corporation: DELAWARE
NWHW Holdings, Inc.		08/17/2016	Corporation: DELAWARE
New Horizons Worldwide, Inc.		08/17/2016	Corporation: DELAWARE
New Horizons Franchising Group, Inc.		08/17/2016	Corporation: DELAWARE
New Horizons Computer Learning Centers, Inc.		08/17/2016	Corporation: CALIFORNIA
New Horizons Computer Learning Center of Portland, Inc.		08/17/2016	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Citizens Bank, National Association
Street Address:	919 N. Market Street, Suite 800
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	National Banking Association: RHODE ISLAND

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	76268836	NEW HORIZONS CLASSROOM LEARNING
Serial Number:	78143457	NEW HORIZONS INTEGRATED LEARNING
Serial Number:	78143444	NEW HORIZONS
Serial Number:	76429451	NEW HORIZONS ONLINE ANYTIME LEARNING
Serial Number:	76268839	NEW HORIZONS INTEGRATED LEARNING
Serial Number:	76268837	NEW HORIZONS ONLINE LIVE LEARNING
Serial Number:	76260289	NEW HORIZONS
Serial Number:	76259948	NEW HORIZONS
Serial Number:	75841374	NEW HORIZONS
Serial Number:	75546535	NEW HORIZONS
Serial Number:	75033127	NEW HORIZONS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	73485645	NEW HORIZONS
Serial Number:	78524012	ONLINE LIVE
Serial Number:	78700664	NEW HORIZONS COMPUTER LEARNING CENTERS
Serial Number:	78977016	ONLINE LIVE
Serial Number:	77772388	MENTORED LEARNING

CORRESPONDENCE DATA

Fax Number: 8668949746

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: 215.981.4381

Email: reibacha@pepperlaw.com

Correspondent Name: Ashleigh K.Reibach, Pepper Hamilton LLP

Address Line 1: Eighteenth and Arch Streets

Address Line 2: 3000 Two Logan Square

Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER:	124715.235
NAME OF SUBMITTER:	Ashleigh K. Reibach
SIGNATURE:	/Ashleigh K. Reibach/
DATE SIGNED:	08/17/2016

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of August 17, 2016 by and among **CITIZENS BANK, NATIONAL ASSOCIATION** (“**Bank**”) and **NHW HOLDINGS, INC.**, a Delaware corporation, **NEW HORIZONS WORLDWIDE, INC.**, a Delaware corporation, **NEW HORIZONS EDUCATION CORPORATION**, a Delaware corporation, **NEW HORIZONS FRANCHISING GROUP, INC.**, a Delaware corporation, **NEW HORIZONS COMPUTER LEARNING CENTERS, INC.**, a California corporation, and **NEW HORIZONS COMPUTER LEARNING CENTER OF PORTLAND, INC.**, a California corporation (collectively, the “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Credit and Security Agreement, dated as of the date hereof (as the same may be further amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees, under seal, as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

6. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

7. All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

8. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

9. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the above, the “Intellectual Property Collateral” shall not include any Excluded Collateral. This security interest is granted in conjunction with the security interest granted to Bank under the Credit Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Credit Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Credit Agreement or any of the Credit Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Credit Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

THE LAWS OF THE STATE OF DELAWARE SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

[signatures appear on following pages]

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed, sealed and delivered this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

NWHW Holdings, Inc.
100 Four Falls Corporate Center, Suite 408
West Conshohocken, PA 19428
Contact Person: Joseph DiPlacido
Telephone: 484.567.3043
Email: joseph.diplacido@newhorizons.com

GRANTOR:

NWHW HOLDINGS, INC.

By: Earle W. Pratt III (SEAL)
Earle W. Pratt III
President & Chief Executive Officer

New Horizons Worldwide, Inc.
100 Four Falls Corporate Center, Suite 408
West Conshohocken, PA 19428
Contact Person: Joseph DiPlacido
Telephone: 484.567.3043
Email: joseph.diplacido@newhorizons.com

NEW HORIZONS WORLDWIDE, INC.

By: Earle W. Pratt III (SEAL)
Earle W. Pratt III
President & Chief Executive Officer

New Horizons Education Corporation
100 Four Falls Corporate Center, Suite 408
West Conshohocken, PA 19428
Contact Person: Joseph DiPlacido
Telephone: 484.567.3043
Email: joseph.diplacido@newhorizons.com

NEW HORIZONS EDUCATION
CORPORATION

By: Earle W. Pratt III (SEAL)
Earle W. Pratt III
President & Chief Executive Officer

New Horizons Franchising Group, Inc.
100 Four Falls Corporate Center, Suite 408
West Conshohocken, PA 19428
Contact Person: Joseph DiPlacido
Telephone: 484.567.3043
Email: joseph.diplacido@newhorizons.com

NEW HORIZONS FRANCHISING
GROUP, INC.

By: Earle W. Pratt III (SEAL)
Earle W. Pratt III
President & Chief Executive Officer

New Horizons Computer Learning Centers, Inc.
100 Four Falls Corporate Center, Suite 408
West Conshohocken, PA 19428
Contact Person: Joseph DiPlacido
Telephone: 484.567.3043
Email: joseph.diplacido@newhorizons.com

**NEW HORIZONS COMPUTER
LEARNING CENTERS, INC.**

By: Earle W. Pratt III (SEAL)
Earle W. Pratt III
President & Chief Executive Officer

New Horizons Computer Learning Center
of Portland, Inc.
100 Four Falls Corporate Center, Suite 408
West Conshohocken, PA 19428
Contact Person: Joseph DiPlacido
Telephone: 484.567.3043
Email: joseph.diplacido@newhorizons.com

**NEW HORIZONS COMPUTER
LEARNING CENTER OF
PORTLAND, INC.**

By: Earle W. Pratt III (SEAL)
Earle W. Pratt III
President & Chief Executive Officer

Address of Bank:

Citizens Bank, National Association
919 North Market Street, Suite 800
Wilmington, DE 19801
Attention: Benjamin B. Rogers
Email: benjamin.b.rogers@citizensbank.com

BANK:

**CITIZENS BANK, NATIONAL
ASSOCIATION**

By: _____ (SEAL)
Benjamin B. Rogers
Vice President

New Horizons Computer Learning Centers, Inc.
100 Four Falls Corporate Center, Suite 408
West Conshohocken, PA 19428
Contact Person: Joseph DiPlacido
Telephone: 484.567.3043
Email: joseph.diplacido@newhorizons.com

**NEW HORIZONS COMPUTER
LEARNING CENTERS, INC.**

By: _____ (SEAL)
Earle W. Pratt III
President & Chief Executive Officer

New Horizons Computer Learning Center
of Portland, Inc.
100 Four Falls Corporate Center, Suite 408
West Conshohocken, PA 19428
Contact Person: Joseph DiPlacido
Telephone: 484.567.3043
Email: joseph.diplacido@newhorizons.com

**NEW HORIZONS COMPUTER
LEARNING CENTER OF
PORTLAND, INC.**

By: _____ (SEAL)
Earle W. Pratt III
President & Chief Executive Officer

Address of Bank:

Citizens Bank, National Association
919 North Market Street, Suite 800
Wilmington, DE 19801
Attention: Benjamin B. Rogers
Email: benjamin.b.rogers@citizensbank.com

BANK:

**CITIZENS BANK, NATIONAL
ASSOCIATION**

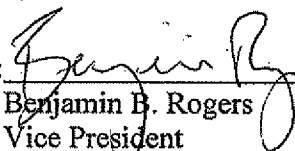
By:  (SEAL)
Benjamin B. Rogers
Vice President

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Registrant</u>
N/A	N/A	N/A	N/A

EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Registrant</u>
N/A	N/A	N/A	N/A

EXHIBIT C
TRADEMARKS

New Horizon Education Corporation

TRADEMARK	COUNTRY	MATTER NO.	APP. NO.	REG. NO.	STATUS	FILING DATE	PUB. DATE	REG. DATE	NEXT RENEWAL	CLASS(ES)
NEW HORIZONS CLASSROOM LEARNING	United States of America	60355-023	76268836	2976687	Registered	6/8/2001	5/21/2002	7/26/2005	7/26/2025	41
NEW HORIZONS INTEGRATED LEARNING	United States of America	60355-024	78143457	2740456	Registered	7/12/2002	4/29/2003	7/22/2003	7/22/2023	16; 38; 42
NEW HORIZONS	United States of America	60355-025	78143444	2836345	Registered	7/12/2002	2/3/2004	4/27/2004	4/27/2024	38; 41; 42
NEW HORIZONS ONLINE ANYTIME LEARNING	United States of America	60355-030	76429451	2749863	Registered	7/1/2002	5/20/2003	8/12/2003	8/12/2023	38; 41; 42
NEW HORIZONS INTEGRATED LEARNING	United States of America	60355-031	76268839	2627887	Registered	6/8/2001	7/9/2002	10/1/2002	10/1/2022	41
NEW HORIZONS ONLINE LIVE LEARNING	United States of America	60355-032	76268837	2722250	Registered	6/8/2001	4/16/2002	6/3/2003	6/3/2023	16; 41; 42
NEW HORIZONS & Design	United States of America	60355-034	76260289	2726462	Registered	5/21/2001	3/25/2003	6/17/2003	6/17/2023	16; 41; 42
NEW HORIZONS	United States of America	60355-035	76259948	2515371	Registered	5/21/2001	9/11/2001	12/4/2001	12/4/2021	9
NEW HORIZONS	United States of America	60355-036	75841374	2616283	Registered	11/5/1999	6/18/2002	9/10/2002	9/10/2022	16; 41
NEW HORIZONS & Design	United States of America	60355-039	75546535	2281596	Registered	8/25/1998	7/6/1999	9/28/1999	9/28/2019	9
NEW HORIZONS & Design	United States of America	60355-040	75033127	2064665	Registered	12/15/1995	3/4/1997	5/27/1997	5/27/2017	41
NEW HORIZONS	United States of America	60355-055	73485645	1337233	Registered	6/18/1984	3/12/1985	5/21/1985	5/21/2025	41

TRADEMARK	COUNTRY	MATTER NO.	APP. NO.	REG. NO.	STATUS	FILING DATE	PUB. DATE	REG. DATE	NEXT RENEWAL	CLASS(ES)
ONLINE LIVE	United States of America	60355-056	78524012	3329061	Registered	11/29/2004	3/20/2007	11/6/2007	11/6/2017	38; 41
NEW HORIZONS COMPUTER LEARNING CENTERS & Design	United States of America	60355-082	78700664	3286936	Registered	8/25/2005	6/20/2006	8/28/2007	8/28/2017	16; 38; 41; 42
ONLINE LIVE	United States of America	60355-393	78977016	3231684	Registered	11/29/2004	8/1/2006	4/17/2007	4/17/2017	16; 42
MENTORED LEARNING	United States of America	60355-491	77772388	3827109	Registered	7/1/2009	5/18/2010	8/3/2010	8/3/2020	41