

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397215

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penn Foster, Inc.		08/31/2016	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	TCW Asset Management Company LLC, as collateral agent		
Street Address:	1251 Avenue of the Americas		
Internal Address:	Suite 4700		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77304594	PENN FOSTER	
Serial Number:	78729961	PENN FOSTER CAREER SCHOOL	
Serial Number:	78717442	PENN FOSTER HIGH SCHOOL	
Serial Number:	78717454	PENN FOSTER COLLEGE	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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>			
Phone:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	059182-0054		
NAME OF SUBMITTER:	Scott Kareff (059182-0054)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	09/01/2016		

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Total Attachments: 3

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ASSIGNMENT FOR SECURITY - - TRADEMARKS

August 31, 2016

WHEREAS, Penn Foster, Inc., a Pennsylvania corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated August 31, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TCW Asset Management Company LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

PENN FOSTER, INC.

By: 

Name: Frank Britt

Title: Chief Executive Officer

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications
Owned by Penn Foster, Inc.

Trademark Name	Registration Number	Jurisdiction	Application/Serial Number	Filing Date	Issuance/Registration Date
Penn Foster	3452917	United States	77-304594	10/15/2007	6/24/2008
Penn Foster Career School	3469429	United States	78-729961	10/10/2005	7/15/2008
Penn Foster High School	3382965	United States	78-717442	09/21/2005	02/12/2008
Penn Foster College	3469420	United States	78-717454	09/21/2005	07/15/2008