

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM406551

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gryphon Partners II, L.P.		11/22/2016	Limited Partnership: DELAWARE
Gryphon Partners II-A, L.P.		11/22/2016	Limited Partnership: DELAWARE
Gryphon Partners III, L.P.		11/22/2016	Limited Partnership: DELAWARE
Gryphon Partners III-A, L.P.		11/22/2016	Limited Partnership: DELAWARE
Gryphon Partners III-B, L.P.		11/22/2016	Limited Partnership: DELAWARE
Gryphon Co-Invest Fund III, L.P.		11/22/2016	Limited Partnership: DELAWARE
Apollo Investment Corporation		11/22/2016	Corporation: MARYLAND
New York Life Investment Management Mezzanine Partners, LP		11/22/2016	Limited Partnership: DELAWARE
NYLIM Mezzanine Partners Parallel Fund, LP		11/22/2016	Limited Partnership: DELAWARE
New York Life Capital Partners III, L.P.		11/22/2016	Limited Partnership: DELAWARE
New York Life Capital Partners III-A, L.P.		11/22/2016	Limited Partnership: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Delta Career Education Corporation
<b>Street Address:</b>	99 Canal Center Plz Ste 501
<b>City:</b>	Alexandria
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	22314
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	Creative Circus, Inc.
<b>Street Address:</b>	812 Lambert Dr NE
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30324

TRADEMARK

<b>Entity Type:</b>	Corporation: VIRGINIA
<b>Name:</b>	Career Training Specialists, Inc.
<b>Street Address:</b>	2319 Louisville Ave
<b>City:</b>	Monroe
<b>State/Country:</b>	LOUISIANA
<b>Postal Code:</b>	71201
<b>Entity Type:</b>	Corporation: LOUISIANA
<b>Name:</b>	McCann Education Centers, Inc.
<b>Street Address:</b>	2319 Louisville Ave
<b>City:</b>	Monroe
<b>State/Country:</b>	LOUISIANA
<b>Postal Code:</b>	71201
<b>Entity Type:</b>	Corporation: PENNSYLVANIA
<b>Name:</b>	Miller-Motte Business College, Inc.
<b>Street Address:</b>	5000 Market St.
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	28405
<b>Entity Type:</b>	Corporation: NORTH CAROLINA
<b>Name:</b>	Berks Technical Institute, Inc.
<b>Street Address:</b>	2205 Ridgewood Rd.
<b>City:</b>	Wyomissing
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19610
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	The Miami-Jacobs Business College Company
<b>Street Address:</b>	1300 East Ninth Street
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114
<b>Entity Type:</b>	Corporation: OHIO
<b>Name:</b>	Southwest Business Colleges, Inc.
<b>Street Address:</b>	5172 Cleveland St. #150
<b>City:</b>	Virginia Beach
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	23462
<b>Entity Type:</b>	Corporation: COLORADO

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3863510	DELTA DEGREES OF SUCCESS - SUCCESS COMES
Registration Number:	3863514	DELTA DEGREES OF SUCCESS
Registration Number:	4216875	TEAM U
Registration Number:	3708362	CHANGING FUTURES. CHANGING LIVES.
Registration Number:	3867044	CTC CAREER TECHNICAL COLLEGE
Registration Number:	3714885	MILLER-MOTTE
Registration Number:	3826982	MCCANN
Registration Number:	3714650	THE CREATIVE CIRCUS
Registration Number:	3936254	MIAMI-JACOBS
Registration Number:	3913756	TUCSON COLLEGE
Registration Number:	3916051	TC TUCSON COLLEGE CHANGING FUTURES. CHAN
Registration Number:	3718127	LAMSON
Registration Number:	3714831	BTI

#### CORRESPONDENCE DATA

**Fax Number:** 3128622200

*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:** 3128622000

**Email:** rob.soneson@kirkland.com

**Correspondent Name:** Rob Soneson

**Address Line 1:** 300 N LaSalle

**Address Line 2:** Kirkland & Ellis LLP

**Address Line 4:** Chicago, ILLINOIS 60654

<b>ATTORNEY DOCKET NUMBER:</b>	41883-7-RFS
<b>NAME OF SUBMITTER:</b>	Rob Soneson
<b>SIGNATURE:</b>	/rsoneson/
<b>DATE SIGNED:</b>	11/23/2016

#### Total Attachments: 6

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**RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT**

This **RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT** (this “Release”) is dated as of November 22, 2016 by Gryphon Partners II, L.P., Gryphon Partners II-A, L.P., Gryphon Partners III, L.P., Gryphon Partners III-A, L.P., Gryphon Partners III-B, L.P., Gryphon Co-Invest Fund III, L.P., Apollo Investment Corporation, New York Life Investment Management Mezzanine Partners, LP, NYLIM Mezzanine Partners Parallel Fund, LP, New York Life Capital Partners III, L.P. and New York Life Capital Partners III-A, L.P. (collectively the “Lenders”), in favor of Delta Career Education Corporation, Creative Circus, Inc., Career Training Specialists, Inc., McCann Education Centers, Inc., Miller-Motte Business College, Inc., Berks Technical Institute, Inc., The Miami-Jacobs Business College Company and Southwest Business Colleges, Inc. (collectively the “Grantors”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Lien Security Agreement (as defined below).

**WHEREAS**, the Grantors, the Lenders and the other parties thereto entered into that certain Second Lien Security Agreement, dated as of June 10, 2015 (the “Second Lien Security Agreement”), pursuant to which the Grantors executed and delivered to the Lenders that certain Second Lien Trademark Security Agreement, dated as of June 10, 2015 (the “Second Lien Trademark Security Agreement”), for recordation with the United States Patent and Trademark Office;

**WHEREAS**, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 22, 2015 at Reel/Frame 005557/0506 in favor of the Lenders;

**WHEREAS**, pursuant to the terms and conditions of the Second Lien Security Agreement and the Second Lien Trademark Security Agreement, the Grantors granted to the Lenders, a security interest (the “Security Interest”) in all of the Grantors’ right, title and interest in, to and under the Trademark Collateral (as defined below) whether presently existing or hereafter created or acquired; and

**WHEREAS**, the Lenders now desire to terminate and release the entirety of its security interest in the Trademark Collateral.

**NOW, THEREFORE**, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lenders hereby agree as follows:

The term “Trademark Collateral,” as used herein, shall mean

- (1) each Trademark, including, without limitation, the Trademark registrations (together with any reissues, continuations or extensions thereof) and pending Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the pending Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, or Trademark licensed under any Trademark license.

The Lenders hereby terminate, release and forever discharge the Security Interest in the Trademark Collateral and retransfer and reassign to the Grantors any right, title or interest of the Lenders in, to or under the Trademark Collateral. The undersigned Lenders hereby transfer and assign to the Grantors any and all right, title and interest that the Lenders may have obtained in, to and under the Trademark Collateral under the Second Lien Credit Agreement and the other Loan Documents (as defined in the Second Lien Credit Agreement).

Lenders represent and warrant that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; and (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register any trademark, or any trade name or assumed name, other than those Trademarks set forth on Schedule 1.

Lenders shall take all further actions, and provide to Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantors to more fully and effectively effectuate the purposes of this Release.

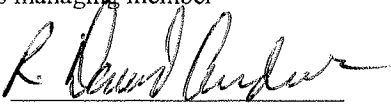
[Signature pages follow]

IN WITNESS WHEREOF, the Lenders have caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

**GRYPHON PARTNERS II, L.P.  
GRYPHON PARTNERS II-A, L.P.**

By: Gryphon GenPar II, LLC,  
its general partner


By: Gryphon Investors II, LLC,  
its managing member

By:   
Name: R. David Andrews  
Title: Member

**GRYPHON PARTNERS III, L.P.  
GRYPHON PARTNERS III-A, L.P.  
GRYPHON PARTNERS III-B, L.P.  
GRYPHON CO-INVEST FUND III, L.P.**

By: Gryphon GenPar III, L.P.,  
its general partner

By: Gryphon Investors II, LLC,  
its general partner

By:   
Name: R. David Andrews  
Title: Member

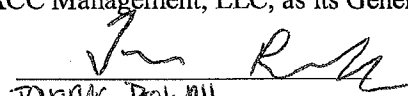
[Signature Page to Release of Second Lien Trademark Security Agreement]

**APOLLO INVESTMENT CORPORATION**

By: Apollo Investment Management, L.P., as Advisor

By: ACC Management, LLC, as its General Partner

By:



Name: Tanner Powell

Title: Authorized Signatory

[Signature Page to Release of Second Lien Trademark Security Agreement]

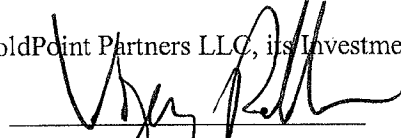
**NEW YORK LIFE INVESTMENT  
MANAGEMENT MEZZANINE PARTNERS, LP  
NYLIM MEZZANINE PARTNERS PARALLEL  
FUND, LP**

By: GoldPoint Partners LLC, its Investment Manager

By:   
Name: Vijay Palkar  
Title: Executive Vice President

**NEW YORK LIFE CAPITAL PARTNERS III, L.P.  
NEW YORK LIFE PARTNERS III-A, L.P.**

By: GoldPoint Partners LLC, its Investment Manager

By:   
Name: Vijay Palkar  
Title: Executive Vice President

[Signature Page to Release of Second Lien Trademark Security Agreement]



**Schedule 1**

**to**

**RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Registration No. Registration Date</b>	<b>Owner</b>
DELTA DEGREES OF SUCCESS-SUCCESS COMES FROM WITHIN	3863510 10/19/10	Delta Career Education Corporation
DELTA DEGREES OF SUCCESS	3863514 10/19/10	Delta Career Education Corporation
TEAM U	4216875 10/02/12	Delta Career Education Corporation
CHANGING FUTURES, CHANGING LIVES	3708362 11/10/09	Delta Career Education Corporation
CTC CAREER TECHNICAL COLLEGE	3867044 10/26/10	Career Training Specialists, Inc.
MILLER-MOTTE	3714885 11/24/09	Miller-Motte Business College, Inc.
MCANN	3826982 8/3/10	McCann Education Centers, Inc.
THE CREATIVE CIRCUS	3714650 11/24/09	Creative Circus, Inc.
MIAMI-JACOBS	3936254 3/29/11	The Miami-Jacobs Business College Company
TUSCON COLLEGE	3913756 2/1/11	Southwest Business Colleges, Inc.
TC TUCSON COLLEGE CHANGING FUTURES, CHANGING LIVES	3916051 2/8/11	Southwest Business Colleges, Inc.
LAMSON	3718127 12/1/09	Southwest Business Colleges, Inc.
BTI	3714831 11/24/09	Berks Technical Institute, Inc.

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**RECORDED: 11/23/2016**

**TRADEMARK  
REEL: 005928 FRAME: 0054**