

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514542

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rasmussen College, LLC		03/15/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK, as Administrative Agent		
Street Address:	303 Peachtree Street, N.E.		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4265966	ACCELERATED	
Registration Number:	4759401	FLEX CHOICE	
Registration Number:	4365445	RASMUSSEN C O L L E G E	
Registration Number:	3052620	RASMUSSEN COLLEGE	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	410643.000299		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	03/15/2019		

OP \$115.00 4265966

Total Attachments: 3

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NOTICE OF GRANT OF SECURITY INTEREST
IN TRADEMARKS


United States Patent and Trademark Office
Ladies and Gentlemen:

Please be advised that, pursuant to the Security and Pledge Agreement, dated as of March 15, 2019 (as the same may be amended, modified, extended or restated from time to time, the "Agreement"), by and among the Obligors party thereto (each, an "Obligor" and, collectively, the "Obligors") and SunTrust Bank, as Administrative Agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in, and continuing lien upon, the trademarks and trademark applications set forth on Schedule 1 hereto to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications: (i) may only be terminated in accordance with the terms of the Agreement; and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

Rasmussen College, LLC

By: 
Name: Atif Gilani
Title: Authorized Officer

1415 W 22nd St
Suite 400
Oak Brook, IL 60523

Acknowledged and Accepted:

SUNTRUST BANK,
as Administrative Agent

By: _____
Name:
Title:

SunTrust Bank
303 Peachtree Street, N.E.
Atlanta, Georgia 30308

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Very truly yours,

Rasmussen College, LLC

By: _____
Name:
Title:

8300 Norman Center Drive, Suite 300
Bloomington, MN 55437

Acknowledged and Accepted:

SUNTRUST BANK,
as Administrative Agent

By:  _____
Name: Eric Saxon
Title: Vice President

SunTrust Bank
303 Peachtree Street, N.E.
Atlanta, Georgia 30308

Schedule 1

Rasmussen College, Inc.
(Delaware Corporation)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
ACCELERATED (Stylized)	4265966	12/25/12
FLEX CHOICE	4759401	06/23/15
RASMUSSEN C O L L E G E and Design	4365445	07/09/13
RASMUSSEN COLLEGE	3052620	01/31/06