

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554918

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IEC Corporation		12/24/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3647335	UEI COLLEGE	
<b>Registration Number:</b>	3647336	UEI COLLEGE	
<b>Registration Number:</b>	3647337	UEI COLLEGE	
<b>Registration Number:</b>	3730695	UNITED EDUCATION INTERNATIONAL COLLEGE	
<b>Registration Number:</b>	4037953	FCC FLORIDA CAREER COLLEGE	
<b>Registration Number:</b>	4408056	CHANGING LIVES ONE DEGREE AT A TIME	
<b>Registration Number:</b>	4820730	WE PUT U FIRST	
<b>Registration Number:</b>	4824989	UEI UNITED EDUCATION INSTITUTE	
<b>Registration Number:</b>	5410495	U.S. COLLEGES	
<b>Registration Number:</b>	5520702	FCC	
<b>Registration Number:</b>	5587589	UNITED EDUCATION INSTITUTE	
<b>Registration Number:</b>	5618499		
<b>Registration Number:</b>	5900509	FLORIDA CAREER COLLEGE	
<b>Registration Number:</b>	5923740	INTERNATIONAL EDUCATION CORPORATION	
<b>Serial Number:</b>	87836191	UNITED EDUCATION INSTITUTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9495676710		
<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>			

CH \$390.00 3647335

**Phone:** 9495676700  
**Email:** mweddington@orrick.com, mdawson@orrick.com  
**Correspondent Name:** Orrick, Herrington & Sutcliffe LLP  
**Address Line 1:** 2050 Main St., Suite 1100  
**Address Line 4:** Irvine, CALIFORNIA 92614

**ATTORNEY DOCKET NUMBER:** 32839.17

**NAME OF SUBMITTER:** Meredith Dawson

**SIGNATURE:** /Meredith Dawson/

**DATE SIGNED:** 12/26/2019

**Total Attachments: 27**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 24, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by IEC Corporation, a Delaware corporation (the “**Borrower**”), the Subsidiaries of the Borrower party hereto (together with the Borrower, collectively, the “**Grantors**”), in favor of Wilmington Trust, National Association, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS** the Grantors are party to a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) among the Grantors, the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

### SECTION 2. GRANT OF SECURITY INTEREST

**SECTION 2.1** Scope of Grant. Each Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all trademarks, service marks, trade names, corporate names, domain names (including those listed in Schedule B hereto), company names (including those listed in Schedule C hereto), social media hashtags and identifiers, trade styles, trade dress, logos, designs, business names, fictitious business names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”) (or any successor office) and trademark offices outside the United States, including the registrations and registrations applications listed in Schedule A hereto, or any similar

offices in any State of the United States or any political subdivision thereof or any similar offices outside the United States, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by such Grantor and all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

**SECTION 2.2** Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. COLLATERAL AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

### **SECTION 4. RECORDATION**

The Grantors hereby authorize and request that the USPTO and other like trademark offices throughout the world record this Agreement.

### **SECTION 5. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the indefeasible payment in full in cash of all the Obligations and the expiration of the Commitments. Upon the termination of this Agreement, the Administrative

Agent shall, at the sole expense of the Grantors, execute all documents, make all filings and take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

#### **SECTION 6. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAWS.

#### **SECTION 7. COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**IEC CORPORATION**, as Grantor

By: Fardad Fateri  
Name: Fardad Fateri  
Title: President and Chief Executive Officer

**UNITED EDUCATION INSTITUTE**, as Grantor

By: Fardad Fateri  
Name: Fardad Fateri  
Title: Chief Executive Officer and Secretary

**UEI FRESNO/IEC HOLDINGS, INC.**, as Grantor

By: Fardad Fateri  
Name: Fardad Fateri  
Title: Chief Executive Officer and Secretary

**IEC/AAI HOLDINGS, INC.**, as Grantor

By: Fardad Fateri  
Name: Fardad Fateri  
Title: Chief Executive Officer and Secretary

**IEC US HOLDINGS, INC.**, as Grantor

By: Fardad Fateri  
Name: Fardad Fateri  
Title: Chief Executive Officer and Secretary

LOCKWOOD & HOLMES, INC., as Grantor

By: Fardad Fateri

Name: Fardad Fateri


Title: Chief Executive Officer and Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006826 FRAME: 0128**

Acknowledged and Agreed:

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION**, as Administrative Agent

By:   
Name: **Nicole Kroll**  
Title: **Assistant Vice President**

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 006826 FRAME: 0129**








**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

(attached)

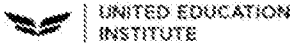
TRADEMARK/TRADE NAMES OWNED BY IEC CORPORATION

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
UEI COLLEGE	06/30/2009	3647335
UEI COLLEGE Logo (rectangular) 	06/30/2009	3647336
UEI COLLEGE Logo (square) 	06/30/2009	3647337
UNITED EDUCATION INTERNATIONAL COLLEGE	12/29/2009	3730695
FCC FLORIDA CAREER COLLEGE & Design 	10/11/2011	4037953
CHANGING LIVES ONE DEGREE AT A TIME	09/24/2013	4408056
WE PUT U FIRST	09/29/2015	4820730
UEI UNITED EDUCATION INSTITUTE & Design 	10/06/2015	4824989
U.S. COLLEGES	02/27/2018	5410495
FCC	07/17/2018	5520702
UNITED EDUCATION INSTITUTE	10/16/2018	5587589

Wing Design 	11/27/2018	5618499
FLORIDA CAREER COLLEGE	11/05/2019	5900509
INTERNATIONAL EDUCATION CORPORATION	12/03/2019	5923740

### U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
WING AND UNITED EDUCATION INSTITUTE and Design 	03/15/2018	87836191

### State Trademark Registrations

None.

### Non-U.S. Trademark Registrations

None.

### Non-U.S. Trademark Applications

None.

### Trade Names

<u>Country(s) Where Used</u>	<u>Trade Names</u>
U.S.	International Education Corporation

TRADEMARK/TRADE NAMES OWNED BY UNITED EDUCATION INSTITUTE

U.S. Trademark Registrations

None.

U.S. Trademark Applications

None.

State Trademark Registrations

None.

Non-U.S. Trademark Registrations

None.

Non-U.S. Trademark Applications

None.

Trade Names

<u>Country(s) Where Used</u>	<u>Trade Names</u>
U.S.	UEI College
U.S.	United Education Institute

TRADEMARK/TRADE NAMES OWNED BY LOCKWOOD & HOLMES, INC.

None.

TRADEMARK/TRADE NAMES OWNED BY UEI FRESNO/IEC HOLDINGS, INC.

U.S. Trademark Registrations

None.

U.S. Trademark Applications

None.

State Trademark Registrations

None.

Non-U.S. Trademark Registrations

None.

Non-U.S. Trademark Applications

None.

Trade Names

<u>Country(s) Where Used</u>	<u>Trade Names</u>
U.S.	UEI College
U.S.	US Colleges

TRADEMARK/TRADE NAMES OWNED BY IEC/AAI HOLDINGS, INC.

U.S. Trademark Registrations

None.

U.S. Trademark Applications

None.

State Trademark Registrations

None.

Non-U.S. Trademark Registrations

None.

Non-U.S. Trademark Applications

None.

Trade Names

<u>Country(s) Where Used</u>	<u>Trade Names</u>
U.S.	UEI College

TRADEMARK/TRADE NAMES OWNED BY IEC US HOLDINGS, INC.

U.S. Trademark Registrations

None.

U.S. Trademark Applications

None.

State Trademark Registrations

None.

Non-U.S. Trademark Registrations

None.

Non-U.S. Trademark Applications

None.

Trade Names

<u>Country(s) Where Used</u>	<u>Trade Names</u>
U.S.	Florida Career College
U.S.	US Colleges



**SCHEDULE B**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**DOMAIN NAMES USED BY THE GRANTORS**

ABOUTUEI.COM  
ABOUTUEICOLLEGE.COM  
ACAREERNOW.COM  
ACAREERNOW.NET  
ACCOMPLISHUEI.COM  
ACHIEVE4UEI.COM  
ACHIEVEUEI.COM  
acultureofexcellence.com  
APPLY2UEI.COM  
APPLY2UEICOLLEGE.COM  
APPLY4UEI.COM  
APPLYTOUE.COM  
APPLYTOUEI.COM  
APPLYTOUEICOLLEGE.COM  
APPLYUEI.COM  
APPLYUEICOLLEGE.COM  
APRENDERUEI.COM  
ASISTIRAUEI.COM  
ATTENDUEI.COM  
ATTENDUEICOLLEGE.COM  
BEGINUEI.COM  
BEGINUEICOLLEGE.COM  
BESTCAREERSTODAY.COM  
BESTCAREERSTODAY.NET  
CHECKOUTUEICOLLEGE.COM  
CHOOSEUEI.COM  
CHOOSEUEICOLLEGE.COM  
CHOOSEUSCMED.COM  
CHOOSEUSCOLLEGES.COM  
CLASESUEI.COM  
classesatfcc.com  
CLASSESATUEI.COM

classesfcc.com  
CLASSESSTARTNOW.COM  
CLASSESSTARTNOW.NET  
CLASSESSTARTNOW.US  
CLASSESUEI.COM  
COLLEGECAREERSNOW.COM  
COLLEGECAREERSNOW.NET  
COLLEGEJAX.COM  
COLLEGETRAININGNOW.COM  
COLLEGETRAININGNOW.NET  
COMPUTERCOLLEGES.NET  
COMPUTERCOLLEGES.ORG  
CONNECTUEI.COM  
CONSIDERUEI.COM  
contactfccnow.com  
CONTACTUEI.COM  
CONTACTUEICOLLEGE.COM  
CONTACTUEINOW.COM  
CRASHACLASS.COM  
CURSOSUEI.COM  
DISCOVERUEI.COM  
EARNUEI.COM  
EDUCACIONCONUEI.COM  
EDUCACIONUEI.COM  
EDUCATIONATUEI.COM  
EDUCATIONFROMUEI.COM  
EDUCATIONUEI.COM  
EDUCATIONWITHUEICOLLEGE.COM  
emergencytraining.com  
ENJOYUEICOLLEGE.COM  
ENROLLUEI.COM  
ENROLLUEICOLLEGE.COM  
ENTRENARUEI.COM  
ETSCLASSROOM.COM  
EXCELATUEI.COM  
FASTERCAREERS.COM  
FCBS.NET  
FCC-BOYNTON.COM  
FCC-BOYNTON.NET  
FCC-HIALEAH.COM  
FCC-HIALEAH.NET

FCC-JACKSONVILLE.COM  
FCC-JACKSONVILLE.NET  
FCC-KENDALL.COM  
FCC-KENDALL.NET  
FCC-LAUDERDALE.COM  
FCC-LAUDERDALE.NET  
FCC-MARGATE.COM  
FCC-MARGATE.NET  
FCC-MIAMI.COM  
FCC-MIAMI.NET  
FCC-ORLANDO.NET  
FCC-PEMBROKE.COM  
FCC-PEMBROKE.NET  
FCC-TAMPA.COM  
FCC-TAMPA.NET  
FCC-WESTPALM.COM  
FCC-WESTPALM.NET  
fcc.college  
fcc.institute  
fcc.school  
fcc.university  
fccachieve.com  
FCCBOYNTON.COM  
fcccares.com  
FCCHIALEAH.COM  
fchoustoncampus.com  
FCCJACKSONVILLE.COM  
FCKENDALL.COM  
FCCLAUDERDALE.COM  
FCCMARGATE.NET  
FCCMIAMI.NET  
fccmilitary-texas.com  
fccmilitary.com  
FCCOPENHOUSE.COM  
FCCORLANDO.NET  
fccpandora.com  
FCCPEMBROKE.COM  
fccstudentstore.com  
FCCTAMPAFL.COM  
FCCTAMPAFL.NET  
fcctrain.com

fcctranscripts.com  
FCCWESTPALM.COM  
FLCAREERCOLLEGE.COM  
FLCOLLEGE.NET  
FLCOLLEGE.US  
FLORIDACAREERCAMPUS.COM  
floridacareercollege.college  
FLORIDACAREERCOLLEGE.COM  
floridacareercollege.education  
floridacareercollege.institute  
floridacareercollege.net  
floridacareercollege.school  
floridacareercollege.university  
FLORIDACOLLEGE.COM  
FLORIDACOMPUTER.COM  
GETUEI.COM  
GETUEI2DAY.COM  
GETUEICOLLEGE.COM  
GETUEINOW.COM  
GETUEITODAY.COM  
GO2UEI.COM  
GO2UEICOLLEGE.COM  
GO4UEICOLLEGE.COM  
GOFORUEI.COM  
GOFORUEICOLLEGE.COM  
gotofcc.com  
GOTOUEI.COM  
GOTOUEICOLLEGE.COM  
GOTUEI.COM  
GOTUEICOLLEGE.COM  
gouei.com  
GOUEICOLLEGE.COM  
GRADFCC.COM  
HEALTHSCHOOLS.COM  
HEALTHSCHOOLS.NET  
HEALTHSCHOOLS.ORG  
HIREFCC.COM  
IAMIEC.BIZ  
IAMIEC.COM  
IAMIEC.NET  
IAMUEI.BIZ

IAMUEI.COM  
IAMUEI.NET  
IAMUEICOLLEGE.BIZ  
IAMUEICOLLEGE.COM  
IAMUEICOLLEGE.NET  
IECCOLLEGES.COM  
IECCOLLEGES.XXX  
iecgloba.com  
IECGLOBAL.XXX  
IECPUBLISHERS.COM  
iecstudent.com  
iecstudentstore.com  
ILEARNEDATUEI.COM  
iloveuei.com  
ILUVIEC.COM  
ILUVIEC.NET  
ILUVUEI.COM  
ILUVUEI.NET  
INFO4ACT.COM  
info4fcc.com  
INFO4UEI.COM  
INFO4UEICOLLEGE.COM  
INFOFROMUEI.COM  
IWANTACAREERNOW.COM  
JAXFCC.COM  
JOINUEI.COM  
JOINUEICOLLEGE.COM  
KNOWUEI.COM  
LEARNATUEI.COM  
LEARNATUEICOLLEGE.COM  
learnenglishfcc.com  
LEARNINGFROMUEI.COM  
LEARNJAX.COM  
LEARNNURSING.NET  
LEARNUEI.COM  
LEARNUEICOLLEGE.COM  
LIKEUEI.COM  
LOGRARUEI.COM  
MAKEITUEI.COM  
MAKESUREITSUEI.COM  
MASSAGETHERAPYSCHOOLS.COM

MCED.COM  
MEDICALASSISTING.COM  
MEDICALASSISTING.NET  
MEDICALASSISTING.ORG  
MYBRANDONCOLLEGE.COM  
MYCAREERCOLLEGE.COM  
MYCLRCOLLEGE.COM  
myfchouston.com  
MYFLCOLLEGE.COM  
MYFLCOLLEGE.NET  
MYFLCOLLEGE.US  
MYSTUDENTPORTAL.NET  
MYUEI.COM  
MYUEICOLLEGE.COM  
MYUEICOLLEGEFUTURE.COM  
MYUEIFUTURE.COM  
MYUEIONLINE.COM  
MYUEISUCCESS.COM  
NEWCAREERSFORLIFE.COM  
NEWCAREERSFORLIFE.NET  
NEWSTARTUEI.COM  
NEWUEI.COM  
NOWUEI.COM  
NOWUEICOLLEGE.COM  
NUEVAUEI.COM  
OBJETIVOUEI.COM  
PATHTOUEI.COM  
PHLEBOTOMY.ME  
PHLEBOTOMYTRAINING.ME  
pickfcc.com  
pickuei.com  
PINESNURSING.COM  
PREPARE4UEI.COM  
PROGRAMDISCLOSURES.COM  
PURSUEUEI.COM  
SALONATTHECOLLEGE.COM  
SELECTUEI.COM  
SOFTWARETECHNOLOGY.ORG  
SPAATTHECOLLEGE.COM  
SPAATTHECOLLEGES.COM  
startatfcc.com

STARTATUEI.COM  
startfcc.com  
startfcchouston.com  
startfloridacareercollege.com  
STARTUEI.COM  
STARTUEICOLLEGE.COM  
STARTUEINOW.COM  
STARTUEITODAY.COM  
STARTWITHUEI.COM  
STUDYATUEI.COM  
STUDYATUEICOLLEGE.COM  
STUDYUEI.COM  
STUDYUEICOLLEGE.COM  
STUWEBPORTAL.COM  
STUWEBPORTAL.NET  
SUCCEEDATUEI.COM  
SUCCESSATUEI.COM  
SUCCESSATUEICOLLEGE.COM  
SUCCESSFROMUEI.COM  
SURGICALTECH.ORG  
THECOLLEGETHATCARES.COM  
THECOLLEGETHATCARES.NET  
THECOLLEGETHATCARES.US  
THESALONATTHECOLLEGE.COM  
THESPAATTHECOLLEGE.COM  
THESPAATTHECOLLEGE.NET  
THESPAATTHECOLLEGE.ORG  
THESPAATTHECOLLEGES.COM  
THESPAATTHECOLLEGES.ORG  
THINKUEI.COM  
THINKUEICOLLEGE.COM  
THINKUEIFUTURE.COM  
TRAINATUEI.COM  
TRAINATUEICOLLEGE.COM  
trainfcc.com  
trainfcchouston.com  
TRAINFROMUEI.COM  
TRAININGATUEI.COM  
TRAINUEI.COM  
TRAINUEICOLLEGE.COM  
trainwithfcc.com

TRAINWITHUEI.COM  
TRANSFERTOUEICOLLEGE.COM  
TRANSITIONUEI.COM  
TRYUEI.COM  
TRYUEI2DAY.COM  
TRYUEICOLLEGE.COM  
TRYUEINOW.COM  
uei-classes.com  
UEI-COLLEGE.COM  
UEI-COLLEGES.COM  
UEI-EDU.XXX  
UEI-GOAL.COM  
UEI-INFO.COM  
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