

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655586

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Education Affiliates Inc. | | 06/23/2021 | Corporation: DELAWARE |
| KIMC Investments, Inc. | | 06/23/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | EVEREST REINSURANCE COMPANY | | |
| Street Address: | 461 Fifth Avenue, Fifth Floor | | |
| Internal Address: | Attention: Marty Scherzer, Head of Structured Solutions and Steven Benezra, Structured Solutions | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4186680 | FORTIS | |
| Registration Number: | 3528625 | FORTIS COLLEGE | |
| Registration Number: | 2548056 | MEDVANCE INSTITUTE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | IPDocket@mayerbrown.com | | |
| Correspondent Name: | William R. Siegel, Mayer Brown LLP | | |
| Address Line 1: | P.O. BOX 2828 | | |
| Address Line 4: | CHICAGO, ILLINOIS 60690-2828 | | |
| ATTORNEY DOCKET NUMBER: | 19631006 | | |
| NAME OF SUBMITTER: | William R. Siegel | | |
| SIGNATURE: | /william r siegel/ | | |
| DATE SIGNED: | 06/23/2021 | | |
| Total Attachments: 5 | | | |

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 23, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made among the Persons party hereto as Grantors (each, a “Grantor” and collectively, the “Grantors”) and EVEREST REINSURANCE COMPANY (“Everest”).

WHEREAS, each Grantor is a party to a Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Grantors, the other grantors party thereto and Everest pursuant to which each Grantor granted a security interest to Everest in its Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with Everest as follows:

SECTION 1. Defined Terms

Capitalized terms that are not defined herein have the meanings assigned to such terms in the Security Agreement.

SECTION 2. Grant of Security Interest

2.1. Grant of Security. Each Grantor hereby assigns, pledges and conveys to Everest and grants to Everest a continuing security interest in, all of such Grantor’s right, title and interest in the following, wherever located, whether now or hereafter existing or acquired (collectively, the “Trademark Collateral”):

(a) (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto under the heading “Trademarks”; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world; and

(b) (i) any and all licensing agreements or similar arrangements in and to its Trademarks, including, without limitation, each agreement listed or required to be listed in Schedule A attached hereto under the heading “Trademark Licenses”, (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (iii) all rights to sue for past, present, and future breaches thereof.

Notwithstanding the foregoing, no Grantor grants a security interest in, and the term “Trademark Collateral” shall not include, any Excluded Collateral.

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 hereof attach to any (a) agreement, license or covenant to which any Grantor is a party, and any of its rights or interest thereunder, if and to the extent that a security interest is prohibited by or in violation of any law, rule or regulation applicable to such Grantor, (b) intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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 such intent-to-use trademark application under applicable federal law or (c) lease, license or agreement or any property subject to a purchase money security interest or similar arrangement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money arrangement or create a right of termination in favor of any other party thereto after giving effect to the applicable anti-assignment provisions of the UCC or other applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the UCC or other applicable law notwithstanding such prohibition, provided that the Trademark Collateral shall include and such security interest shall attach immediately at such time as the condition causing such violation, invalidation or right of termination shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, agreement, property subject to a purchase money security interest or similar arrangement that does not result in any of the consequences specified above.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Everest pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of Everest with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Choice of Law

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF.

SECTION 5. Counterparts

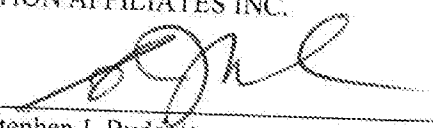
This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by each Debtor and Everest. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signatures Immediately Follow]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

EDUCATION AFFILIATES INC.

By: 
Name: Stephen J. Budos
Title: Secretary

KIMC INVESTMENTS, INC.

By: 
Name: Stephen J. Budos
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007334 FRAME: 0181

Accepted and Agreed:

EVEREST REINSURANCE COMPANY

By: Martin H. Schlegel
Name: Martin H. Schlegel
Title: SVP + Head of Structural Solutions

[Signature Page to Trademark Security Agreement]

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TRADEMARK
REEL: 007334 FRAME: 0182

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

REGISTERED TRADEMARKS

| <u>Debtor</u> | <u>Trademark</u> | <u>Filing Date</u> | <u>Owned/Licensed</u> | <u>Registration No.</u> |
|------------------------------|-----------------------|--------------------|-----------------------|-------------------------|
| Education Affiliates Inc. | FORTIS | 08/07/2012 | Owned | 4186680 |
| Education Affiliates Inc. | FORTIS COLLEGE | 11/04/2008 | Owned | 3528625 |
| KIMC Investments, Inc. | MEDVANCE INSTITUTE | 11/03/1999 | Owned | 2548056 |

TRADEMARK APPLICATIONS

N/A

TRADEMARK LICENSES

N/A