

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM673719

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American InterContinental University System, Inc.		09/08/2021	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wintrust Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	231 S. LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60604		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2827272	AIU	
<b>Registration Number:</b>	2827273	AIU	
<b>Registration Number:</b>	2829416	AIU ONLINE POINT YOUR CAREER UPWARD	
<b>Registration Number:</b>	2827270	AIU ONLINE	
<b>Registration Number:</b>	2827271	AIU ONLINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	888-829-5817		
<b>Email:</b>	melanie.norwood@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	208 South LaSalle St.		
<b>Address Line 2:</b>	Suite 814		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		
<b>NAME OF SUBMITTER:</b>	Melanie A. Fagan		
<b>SIGNATURE:</b>	/Melanie A. Fagan/		
<b>DATE SIGNED:</b>	09/10/2021		
<b>Total Attachments: 12</b>			

OP \$140.00 2827272

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

American InterContinental University System, Inc.

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: Georgia  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 8, 2021

- Assignment                       Merger  
 Security Agreement               Change of Name  
 Other Trademark Collateral Agreement

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wintrust Bank, N.A., as Administrative Agent

Street Address: 231 S. LaSalle Street

City: Chicago

State: IL

Country: U.S.A. Zip: 60604

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship United States  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See attached Exhibit A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Melanie A. Fagan

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-3405

Docket Number: 4350211

Email Address: mfagan@chapman.com

### 6. Total number of applications and registrations involved:

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

  
Signature

September 9, 2021




Date

Melanie A. Fagan, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Exhibit A

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Grantor	Country
	76469333	11/22/02	2827272	3/30/04	Renewed (Registered)	American InterContinental University System, Inc.	U.S.
AIU	76469334	11/22/02	2827273	3/30/04	Renewed (Registered)	American InterContinental University System, Inc.	U.S.
	76469132	11/22/02	2829416	4/6/04	Renewed (Registered)	American InterContinental University System, Inc.	U.S.
AIU ONLINE	76469133	11/22/02	2827270	3/30/04	Renewed (Registered)	American InterContinental University System, Inc.	U.S.
	76469134	11/22/02	2827271	3/30/04	Renewed (Registered)	American InterContinental University System, Inc.	U.S.

**TRADEMARK COLLATERAL AGREEMENT**

This 8<sup>th</sup> day of September, 2021, AMERICAN INTERCONTINENTAL UNIVERSITY SYSTEM, INC., a Georgia corporation, PERDOCEO EDUCATION CORPORATION, a Delaware corporation, and COLORADO TECHNICAL UNIVERSITY, INC., a Colorado corporation (collectively, the “*Grantors*”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to WINTRUST BANK, N.A. (“*Wintrust*”), acting as administrative agent hereunder for the Secured Parties as defined in the Security Agreement referred to below, and its successors and assigns (Wintrust acting as such administrative agent and any successor(s) or assign(s) to Wintrust acting in such capacity being hereinafter referred to as the “*Administrative Agent*”), and grants to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by any Grantor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations (as defined in the Security Agreement) of Grantors as set out in that certain Security Agreement dated as of September 8, 2021, among Grantors, the other “Grantors” party thereto and Administrative Agent, as the same may be amended, supplemented, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Administrative Agent of any applications by any Grantor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as any Grantor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Administrative Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**THIS TRADEMARK COLLATERAL AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND DETERMINED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS.** This Trademark Collateral Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AMERICAN INTERCONTINENTAL UNIVERSITY  
SYSTEM, INC.

By Michele A. Peppers  
Name: Michele A. Peppers  
Title: Vice President and Chief  
Financial Officer

PERDOCEO EDUCATION CORPORATION

By Michele A. Peppers  
Name: Michele A. Peppers  
Title: Vice President - Accounting &  
Reporting

COLORADO TECHNICAL UNIVERSITY, INC.

By Michele A. Peppers  
Name Michele A. Peppers  
Title Vice President and Chief Financial  
Officer

Accepted and agreed to as of the date and year last above written.

WINTHROP BANK, N.A., as Administrative  
Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

[Signature Page to Trademark Collateral Agreement]

**TRADEMARK**  
**REEL: 007418 FRAME: 0453**

IN WITNESS WHEREOF, each Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AMERICAN INTERCONTINENTAL UNIVERSITY  
SYSTEM, INC.

By \_\_\_\_\_  
Name Michele A. Peppers  
Title Vice President and Chief Financial  
Officer

PERDOCEO EDUCATION CORPORATION

By \_\_\_\_\_  
Name Michele A. Peppers  
Title Vice President

COLORADO TECHNICAL UNIVERSITY, INC.

By \_\_\_\_\_  
Name Michele A. Peppers  
Title Vice President and Chief Financial  
Officer

Accepted and agreed to as of the date and year last above written.

WINTRUST BANK, N.A., as Administrative  
Agent


By K. Lentz  
Name KANDALE LENTZ  
Title MANAGING DIRECTOR





[Signature Page to Trademark Collateral Agreement]


**TRADEMARK**  
**REEL: 007418 FRAME: 0454**






**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT  
REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

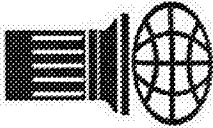
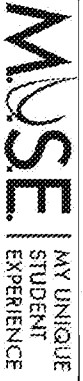


Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Grantor	Country
	76469333	11/22/02	2827272	3/30/04	Renewed (Registered)	American InterContinental University System, Inc.	U.S.
AIU	76469334	11/22/02	2827273	3/30/04	Renewed (Registered)	American InterContinental University System, Inc.	U.S.
<b>CECCore</b>	76469127	11/22/02	2848865	6/1/04	Renewed (Registered)	Perdoceo Education Corporation	U.S.
	76469132	11/22/02	2829416	4/6/04	Renewed (Registered)	American InterContinental University System, Inc.	U.S.
AIU ONLINE	76469133	11/22/02	2827270	3/30/04	Renewed (Registered)	American InterContinental University System, Inc.	U.S.

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Grantor	Country
	76469134	11/22/02	2827271	3/30/04	Renewed (Registered)	American InterContinental University System, Inc.	U.S.
FRICITIONLESS EDUCATION	87724730	12/18/17	6075401	6/9/2020	Registered	Colorado Technical University, Inc.	U.S.
	77825665	9/14/09	3859198	10/12/10	Renewed (Registered)	Colorado Technical University, Inc.	U.S.
	77824480	9/11/09	3859189	10/12/10	Renewed (Registered)	Colorado Technical University, Inc.	U.S.
COLORADO TECHNICAL UNIVERSITY ONLINE	76540455	8/27/03	3078088	4/11/06	Renewed (Registered)	Colorado Technical University, Inc.	U.S.
PERDOCEO	88664331	10/22/19	6165702	9/29/2020	Registered	Perdoceo Education Corporation	U.S.
PERDOCEO EDUCATION	88664335	10/22/19	6176550	10/13/2020	Registered	Perdoceo Education Corporation	U.S.
 A MOBILE FRIENDLY UNIVERSITY	88377333	4/9/19	6190656	11/3/2020	Registered	Perdoceo Education Corporation	U.S.

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Grantor	Country
<b>Colorado Technical University</b> — A MOBILE FRIENDLY UNIVERSITY —	88377343	4/9/19	6190659	11/3/2020	Registered	Perdoceo Education Corporation	U.S.
<b>COLORADO TECHNICAL UNIVERSITY A MOBILE FRIENDLY UNIVERSITY</b>	88377356	4/9/19	6190660	11/3/2020	Registered	Perdoceo Education Corporation	U.S.
<b>CTU   A UNIVERSITY THAT'S MOBILE</b>	88376301	4/8/19	6054650	5/12/2020	Registered	Perdoceo Education Corporation	U.S.
 <b>A UNIVERSITY THAT'S MOBILE</b>	88376309	4/8/19	6190652	11/3/2020	Registered	Perdoceo Education Corporation	U.S.
<b>COLORADO TECHNICAL UNIVERSITY A UNIVERSITY THAT'S MOBILE</b>	88376313	4/8/19	6190653	11/3/2020	Registered	Perdoceo Education Corporation	U.S.
<b>Colorado Technical University</b> — A UNIVERSITY THAT'S MOBILE —	88376320	4/8/19	6190654	11/3/2020	Registered	Perdoceo Education Corporation	U.S.
<b>CTU FAST TRACK</b>	87155845	8/30/16	5141914	2/14/17	Registered	Perdoceo Education Corporation	U.S.
<b>A I U S T O R I E S</b>	87096383	7/7/16	5297736	9/26/17	Registered	Perdoceo Education Corporation	U.S.

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Grantor	Country
AIU STORIES	87093526	7/5/16	5297724	9/26/17	Registered	Perdoceo Education Corporation	U.S.
AIU MASTER'S EDGE	86753291	9/10/15	5101526	12/3/16	Registered	Perdoceo Education Corporation	U.S.
AIU MASTER'S <b>EDGE</b>	86753322	9/10/15	5096751	12/6/16	Registered	Perdoceo Education Corporation	U.S.
	86410611	9/30/14	5110275	12/27/16	Registered	Perdoceo Education Corporation	U.S.
AIU ACCELERATE	86398341	9/18/14	5110267	12/27/16	Registered	Perdoceo Education Corporation	U.S.
CTU	86394647	9/15/14	4727301	4/28/15	Registered	Perdoceo Education Corporation	U.S.

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Grantor	Country
CTU ONLINE	86395071	9/15/14	4738444	5/19/15	Registered	Perdoceo Education Corporation	U.S.
COLORADO TECH	86395105	9/15/14	4849202	11/10/15	Registered	Perdoceo Education Corporation	U.S.
	86348096	7/25/14	4667727	1/6/15	Registered	Perdoceo Education Corporation	U.S.
	86016657	7/22/13	4534892	5/20/14	Registered	Perdoceo Education Corporation	U.S.
INTELLIPATH	85955649	6/10/13	4534769	5/20/14	Registered	Perdoceo Education Corporation	U.S.

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Grantor	Country
	85443610	10/10/11	4146677	5/22/12	Registered	Perdoceo Education Corporation	U.S.
	77824469	9/11/09	4283277	1/29/13	Registered	Perdoceo Education Corporation	U.S.
	76469127	11/22/02	2848865	6/1/04	Renewed (Registered)	Perdoceo Education Corporation	U.S.
	76052609	5/22/00	2467701	7/10/01	Renewed (Registered)	Perdoceo Education Corporation	U.S.