

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Colorado Technical University, Inc.		09/08/2021	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Wintrust Bank, N.A., as Administrative Agent		
Street Address:	231 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6075401	FRICTIONLESS EDUCATION	
Registration Number:	3859198	COLORADO TECHNICAL UNIVERSITY	
Registration Number:	3859189	COLORADO TECHNICAL UNIVERSITY	
Registration Number:	3078088	COLORADO TECHNICAL UNIVERSITY ONLINE	
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>		
Phone:	888-829-5817		
Email:	melanie.norwood@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 South LaSalle St.		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Melanie A. Fagan		
SIGNATURE:	/Melanie A. Fagan/		
DATE SIGNED:	09/10/2021		
Total Attachments: 12			
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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):

Colorado Technical University, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Colorado
 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:

4

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

Melanie A. Fagan, Paralegal

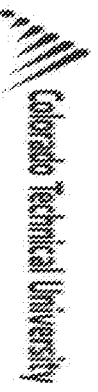

Name of Person Signing

September 9, 2021

Date

Total number of pages including cover sheet, attachments, and document: 12

Exhibit A

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Grantor	Country
FRictionless Education	87724730	12/18/17	6075401	6/9/2020	Registered	Colorado Technical University, Inc.	U.S.
 Colorado Technical University	77825665	9/14/09	3859198	10/12/10	Renewed (Registered)	Colorado Technical University, Inc.	U.S.
 Colorado Technical University	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.

TRADEMARK COLLATERAL AGREEMENT

This 8th 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.

WINTHURST BANK, N.A., as Administrative
Agent

By _____
Name _____
Title _____

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 007418 FRAME: 0497

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


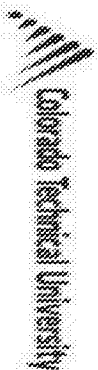


By K. Lentz
Name KANDALE LENTZ
Title MANAGING DIRECTOR


[Signature Page to Trademark Collateral Agreement]


TRADEMARK
REEL: 007418 FRAME: 0498



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

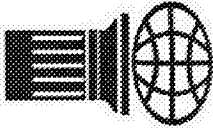
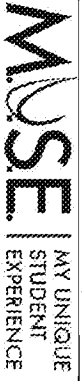


Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Grantor	Country
	76469333	11/22/02	2827272	3/30/04	Renewed (Registered)	American InterContinental University System, Inc.	U.S.
AIU	76469334	11/22/02	2827273	3/30/04	Renewed (Registered)	American InterContinental University System, Inc.	U.S.
CECCore	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.
FRICTIONLESS 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
Colorado Technical University — A MOBILE FRIENDLY UNIVERSITY —	88377343	4/9/19	6190659	11/3/2020	Registered	Perdoceo Education Corporation	U.S.
COLORADO TECHNICAL UNIVERSITY A MOBILE FRIENDLY UNIVERSITY	88377356	4/9/19	6190660	11/3/2020	Registered	Perdoceo Education Corporation	U.S.
CTU A UNIVERSITY THAT'S MOBILE	88376301	4/8/19	6054650	5/12/2020	Registered	Perdoceo Education Corporation	U.S.
 A UNIVERSITY THAT'S MOBILE	88376309	4/8/19	6190652	11/3/2020	Registered	Perdoceo Education Corporation	U.S.
COLORADO TECHNICAL UNIVERSITY A UNIVERSITY THAT'S MOBILE	88376313	4/8/19	6190653	11/3/2020	Registered	Perdoceo Education Corporation	U.S.
Colorado Technical University — A UNIVERSITY THAT'S MOBILE —	88376320	4/8/19	6190654	11/3/2020	Registered	Perdoceo Education Corporation	U.S.
CTU FAST TRACK	87155845	8/30/16	5141914	2/14/17	Registered	Perdoceo Education Corporation	U.S.
A I U S T O R I E S	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 EDGE	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.