

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724631

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EDUCATION MANAGEMENT, INC.		04/26/2022	Corporation: LOUISIANA
BLAKE AUSTIN COLLEGE		04/26/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	METROPOLITAN PARTNERS GROUP ADMINISTRATION, LLC		
Street Address:	850 Third Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3464035	BLUE CLIFF COLLEGE	
Registration Number:	5658853	BA	
Registration Number:	3947895	BLAKE AUSTIN COLLEGE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	2024547625		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Julia Birgen		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1657766		
NAME OF SUBMITTER:	Jennifer L.B. Abbey		
SIGNATURE:	/Jennifer L.B. Abbey/		
DATE SIGNED:	04/28/2022		
Total Attachments: 5			

OP \$90.00 3464035

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 26, 2022, by each of EDUCATION MANAGEMENT, INC., a Louisiana corporation (“EMI Grantor”) and BLAKE AUSTIN COLLEGE, a California corporation (“BA Grantor” and together with EMI Grantor, the “Grantors”), in favor of METROPOLITAN PARTNERS GROUP ADMINISTRATION, LLC, for its own benefit and the benefit of the lenders party to the Credit Agreement (as defined below) (together with its successors and assigns, in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Brent L. Mills, Inc., as the initial borrower, and as a guarantor, EMI Grantor, as a borrower, BA Grantor, as a borrower, the other guarantors party thereto from time to time, Collateral Agent, and the lenders party thereto from time to time (the “Lenders”) (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), the Lenders have agreed to make their respective loans for the benefit of Grantors and each Grantor has granted to Collateral Agent, for its own benefit and the ratable benefit of the Lenders, a continuing security interest in certain Intellectual Property, including the Trademarks and Trademark Licenses (as defined below), subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Collateral Agent this Trademark Security Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

(b) “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule I hereto, and (ii) the right to obtain all renewals thereof.

(c) “Trademark Licenses” means, collectively, each agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any

Trademark (whether Grantor is licensee or licensor thereunder), including any of the foregoing referred to in Schedule I hereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Each Grantor hereby grants to Collateral Agent, for its own benefit and the ratable benefit of the Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any "intent-to-use" Trademarks to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark under applicable federal law) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark or Trademark licensed under any Trademark License; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any such Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent pursuant to that certain Security Agreement dated as of the date hereof by and among the Grantors, each of the other "Grantors" described therein and the Collateral Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), and this Trademark Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interests herein with the United States Patent and Trademark Office. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent 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 of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

[signature pages follow]


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

GRANTOR:

EDUCATION MANAGEMENT, INC.

By: 
Name: Brent L. Mills
Title: Authorized Officer

BLAKE AUSTIN COLLEGE

By: 
Name: Brent L. Mills
Title: Authorized Officer

ACCEPTED AND ACKNOWLEDGED BY:

METROPOLITAN PARTNERS GROUP ADMINISTRATION, LLC,
as Collateral Agent

By: _____
Name:
Title:

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

GRANTOR:

EDUCATION MANAGEMENT, INC.

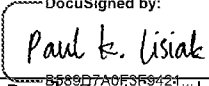
By: _____
Name: _____
Title: _____

BLAKE AUSTIN COLLEGE

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

METROPOLITAN PARTNERS GROUP ADMINISTRATION, LLC,
as Collateral Agent

DocuSigned by:

By: _____
Name: Paul K. Lisjak
Title: Managing Partner

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

A. Trademarks

GRANTOR	TRADEMARK TITLE	APPLICATION NO.	DATE OF APPLICATION	REG. NO.	DATE OF REGISTRATION
Education Management, Inc.	Blue Cliff College	78646666	June 8, 2005	3464035	July 8, 2008
Blake Austin College	BA	87457397	May 19, 2017	5658853	January 22, 2019
Blake Austin College	BLAKE AUSTIN COLLEGE	85122955	September 3, 2010	3947895	April 19, 2011

B. Trademark Licenses

Trademark License Agreement, entered into and effective as of October 1, 2014, between Education Management, Inc., as Licensor, and Blue Cliff College, Inc., as Licensee.