

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI11420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nightingale College, LLC		02/07/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Western Alliance Bank		
Street Address:	One East Washington Street		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4894294	NIGHTINGALE COLLEGE	
Registration Number:	6189875	EVOLVITUDE	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	6124926819		
Email:	IP.Docket@dorsey.com		
Correspondent Name:	Evan P. Everist		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	M317205		
NAME OF SUBMITTER:	THOMAS KEARNEY		
SIGNATURE:	THOMAS KEARNEY		
DATE SIGNED:	02/07/2024		
Total Attachments: 4			
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This Confirmatory Grant of Security Interest in United States Trademarks (the “Confirmatory Grant”), is made as of February 7, 2024, by and between NIGHTINGALE COLLEGE, LLC, a Delaware limited liability company (the “Company”), whose principal address is 95 South State Street, Suite 400, Salt Lake City, Utah 84111 and WESTERN ALLIANCE BANK, an Arizona corporation, whose principal address is One East Washington Street, Phoenix, Arizona 85004 (the “Secured Party”).

WHEREAS, the Company and the Secured Party, have entered into a General Security Agreement of even date herewith (as the same has been or may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Company has granted to the Secured Party, a security interest in substantially all of the Company’s personal property and assets;

WHEREAS, the Company is the owner of the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which Trademarks are issued by the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted by the Company to the Secured Party, under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2. The Security Interest.

(a) This Confirmatory Grant is made to secure the full and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of each of the Obligations, pursuant to the Security Agreement. This Confirmatory Grant shall remain in effect until the termination of the Security Agreement.

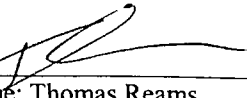
(b) The Company hereby grants to the Secured Party a security interest in all of the right, title and interest of the Company in and to the Trademarks now owned or hereafter acquired by the Company, including the Trademarks set forth in Exhibit A, together with (1) all proceeds and products of such Trademarks, (2) the goodwill associated with such Trademarks, and (3) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

Notwithstanding anything to the contrary contained in this Section 2, the security interest granted under this Agreement shall not extend to, and the Trademark Collateral shall not include, any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable law; provided that upon submission to and acceptance by the USPTO of an amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or a statement of use pursuant to 15 U.S.C. Section 1051(d) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. The Company and the Secured Party hereby acknowledge and agree that the security interest created hereby in the Collateral is not to be construed as an assignment of any Trademarks.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Company has executed this Confirmatory Grant effective as of the above-indicated date.

NIGHTINGALE COLLEGE, LLC, a Delaware limited liability company

By: 
Name: Thomas Reams
Title: Chief Financial Officer

[Signature Page to Confirmatory Security Agreement]

**EXHIBIT A
TRADEMARKS**

Owner	Trademark	Serial Number	Registration Number	Registration Date
Nightingale College, LLC	NIGHTINGALE COLLEGE	86456811	4,894,294	February 2, 2016
Nightingale College, LLC	EVOLVITUDE	88885181	6,189,875	November 3, 2020