

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Proschools, Inc.		06/30/2010	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	135 South Lasalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77109986	PROSCHOOLS	
CORRESPONDENCE DATA			
Fax Number:	(312)876-7934		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-876-8086		
Email:	trademarks@sonnenschein.com		
Correspondent Name:	Debra S. Clark		
Address Line 1:	Wacker Drive Station, Willis Tower		
Address Line 2:	P.O. Box 061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	9801880-0027		
NAME OF SUBMITTER:	Katie A. Krutzsch		
Signature:	/katie a. krutzsch/		
Date:	07/09/2010		

OP \$40.00 77109986

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 30, 2010, by PROSCHOOLS, INC., an Oregon corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A. (successor by merger to LaSalle Bank National Association), in its capacity as agent for the Lenders (in such capacity, the "Agent").

RECITALS

A. The Grantor has entered into a Fourth Amendment and Joinder to Amended and Restated Credit Agreement bearing even date herewith (the "Fourth Amendment") pursuant to which the Grantor became a Borrower under that certain Amended and Restated Credit Agreement dated as of March 10, 2008, as amended (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Agent, pursuant to which such financial institutions (the "Banks") have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor, American Home Inspectors Training Institute, Ltd., a Wisconsin corporation ("AHITI"), Keen Skills, Inc., a Florida corporation ("KeenSkills"), Advanced Education Systems, LLC, a Maryland limited liability company ("AES") and ProSchools Acquisition Company, a Delaware corporation ("ProSchools Acquisition Co.", Grantor, AHITI, KeenSkills, AES and ProSchools Acquisition Co. being hereinafter collectively referred to as the "Borrowers").

B. Pursuant to that certain Joinder to Amended and Restated Security Agreement bearing even date herewith, the Grantor is a party to that certain Amended and Restated Security Agreement dated as of March 10, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Agent pursuant to which certain obligations owed to the Agent and the Lender Parties are secured.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the ratable benefit of the Banks, this Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to the Agent, for the benefit of the Banks, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement and the other Liabilities (as defined in the Security Agreement).

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Banks, as collateral security for the Liabilities, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Grantor for a trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered trademark (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 Grantor's Intent-To-Use Application is pending this Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Liabilities.

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[Signature Page Follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PROSCHOOLS, INC.

By: 

Name: Brian S. Sauer

Title: Vice President and Secretary

Acknowledged:

BANK OF AMERICA, N.A.,
as Agent

By: 

Name: Brian C. Haldane

Title: Assistant Vice President

SANTA MONICA

NOTARY

ACKNOWLEDGEMENT

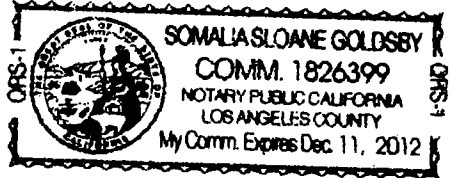
State of California
County of Los Angeles

On 6/25, 2010 before me, Somalia Sloane Goldsby, Notary Public

personally appeared Brian Samuel Sauer

who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.



Signature Somalia Sloane Goldsby (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: Trademark Security agreement

Document Date: Number of Pages:

Signer(s) Other than Named Above:

Capacity(ies) Claimed by Signer(s)

Capacity form for Signer 1

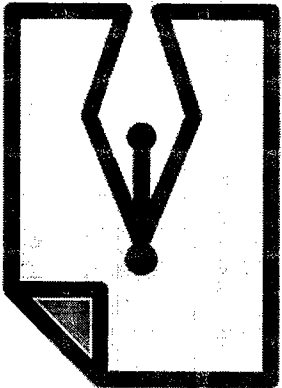
- Individual
Corporate Officer
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other

Signer is Representing:

Capacity form for Signer 2

- Individual
Corporate Officer
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other


Signer is Representing:



Santa Monica Notary
1424 4th Street, Suite 214
Santa Monica, CA. 90401
1-310-393-5390
www.santamonicanotary.com

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 30th day of June, 2010, before me personally appeared Brian C. Haldane the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Bank of America, N.A., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Notary Public



SCHEDULE I
TO PROSCHOOLS, INC. TRADEMARK SECURITY AGREEMENT

	Mark	Serial Number	Registration Date	Status
1.	ProSchools	77-109,986	03/10/09	Registered