

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311125

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement (supplement)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Education Management LLC		07/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	214 N. Tryon Street, 26th Fl		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 87			
Property Type	Number	Word Mark	
Registration Number:	3483786	AI	
Registration Number:	3483785	AI	
Registration Number:	4328435	AI	
Registration Number:	4501261	AI	
Registration Number:	4328458	AI	
Registration Number:	4500279	AI THE ART INSTITUTES	
Registration Number:	4500280	AI THE ART INSTITUTES	
Registration Number:	3480621	AMERICA'S LEADER IN CREATIVE EDUCATION	
Registration Number:	4256243	AMERICAN SCHOOL OF PROFESSIONAL PSYCHOLO	
Registration Number:	4345386	ARGOSY UNIVERSITY	
Registration Number:	3487096		
Registration Number:	4208001	ARIZONA SCHOOL OF PROFESSIONAL PSYCHOLOG	
Registration Number:	3615917	BEST TEEN CHEF	
Registration Number:	4501262	BROWN MACKIE COLLEGE	
Registration Number:	3054075		
Registration Number:	3862873	COLLEGE ON THE LOT	
Registration Number:	4186271	CREATE TOMORROW	
Registration Number:	4208002	FLORIDA SCHOOL OF PROFESSIONAL PSYCHOLOG	
Registration Number:	4211786	GEORGIA SCHOOL OF PROFESSIONAL PSYCHOLOG	
TRADEMARK			

OP \$2190.00 3483786

Property Type	Number	Word Mark
Registration Number:	4207987	HAWAII SCHOOL OF PROFESSIONAL PSYCHOLOGY
Registration Number:	4208000	ILLINOIS SCHOOL OF PROFESSIONAL PSYCHOLO
Registration Number:	4211785	MINNESOTA SCHOOL OF PROFESSIONAL PSYCHOL
Registration Number:	4328465	ONE COURSE A MONTH
Registration Number:	3843343	ONLINE HIGHER EDUCATION MILITARY CONSORT
Registration Number:	3075998	PERSONAL ATTENTION, PROFESSIONAL GROWTH
Registration Number:	4211778	TEXAS SCHOOL OF PROFESSIONAL PSYCHOLOGY
Registration Number:	3864583	THE ART INSTITUTE OF ATLANTA
Registration Number:	3459909	THE ART INSTITUTE OF AUSTIN
Registration Number:	3076348	THE ART INSTITUTE OF CALIFORNIA
Registration Number:	4367249	THE ART INSTITUTE OF CHARLESTON
Registration Number:	3076338	THE ART INSTITUTE OF CHARLOTTE
Registration Number:	3095761	THE ART INSTITUTE OF COLORADO
Registration Number:	4021830	THE ART INSTITUTE OF DALLAS
Registration Number:	3864586	THE ART INSTITUTE OF FORT LAUDERDALE
Registration Number:	3805075	THE ART INSTITUTE OF FORT WORTH
Registration Number:	3900760	THE ART INSTITUTE OF HOUSTON
Registration Number:	4090469	THE ART INSTITUTE OF INDIANAPOLIS
Registration Number:	3399418	THE ART INSTITUTE OF JACKSONVILLE
Registration Number:	4190749	THE ART INSTITUTE OF LAS VEGAS
Registration Number:	3379804	THE ART INSTITUTE OF MICHIGAN
Registration Number:	3900779	THE ART INSTITUTE OF OHIO
Registration Number:	3864584	THE ART INSTITUTE OF PITTSBURGH
Registration Number:	3079236	THE ART INSTITUTE OF PORTLAND
Registration Number:	3552278	THE ART INSTITUTE OF RALEIGH-DURHAM
Registration Number:	3374586	THE ART INSTITUTE OF SALT LAKE CITY
Registration Number:	3921295	THE ART INSTITUTE OF SAN ANTONIO
Registration Number:	4238046	THE ART INSTITUTE OF ST. LOUIS
Registration Number:	4104617	THE ART INSTITUTE OF TAMPA
Registration Number:	4134854	THE ART INSTITUTE OF TENNESSEE
Registration Number:	3775341	THE ART INSTITUTE OF VIRGINIA BEACH
Registration Number:	3065867	THE ART INSTITUTE OF WASHINGTON
Registration Number:	3949522	THE ART INSTITUTE OF WISCONSIN
Registration Number:	3474200	THE ART INSTITUTE OF YORK-PENNSYLVANIA
Registration Number:	3192178	THE ILLINOIS INSTITUTE OF ART
Registration Number:	3464763	THE INTERNATIONAL CULINARY SCHOOL
Registration Number:	3354546	THE LEADER IN ONLINE CREATIVE ARTS EDUCA
Registration Number:	3487706	THE NEW ENGLAND INSTITUTE OF ART
Registration Number:	4207986	WASHINGTON SCHOOL OF PROFESSIONAL PSYCHO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4514652	
Registration Number:	3483697	WORLD CUISINES UNCOVERED
Serial Number:	86253647	AI INSPIRE
Serial Number:	86197265	AI SPECTRUM
Serial Number:	85939685	AI THE ART INSTITUTES
Serial Number:	85939647	AI THE ART INSTITUTES
Serial Number:	85939754	AI THE ART INSTITUTES
Serial Number:	85939730	AI THE ART INSTITUTES
Serial Number:	85939251	CREATE TOMORROW
Serial Number:	86101203	CREATIVITY FOR LIFE
Serial Number:	86268351	LION OF COURAGE
Serial Number:	86268366	
Serial Number:	86117931	
Serial Number:	86117979	
Serial Number:	86117992	
Serial Number:	86117963	
Serial Number:	86117896	
Serial Number:	86117909	
Serial Number:	86117938	
Serial Number:	86118009	
Serial Number:	86117869	
Serial Number:	86117923	
Serial Number:	86204339	THE ART INSTITUTE OF AUSTIN
Serial Number:	86114406	THE ART INSTITUTE OF CONNECTICUT
Serial Number:	86109610	THE ART INSTITUTE OF MICHIGAN
Serial Number:	86204355	THE ART INSTITUTE OF RALEIGH-DURHAM
Serial Number:	86109592	THE ART INSTITUTE OF SALT LAKE CITY
Serial Number:	86204347	THE ART INSTITUTE OF YORK-PENNSYLVANIA
Serial Number:	86063383	WESTERN STATE COLLEGE OF LAW

CORRESPONDENCE DATA

Fax Number:

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Wachtell, Lipton, Rosen & Katz

Address Line 1: 51 W. 52nd Street

Address Line 2: c/o Peter Zuckerman

Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:

Wachtell, Lipton, Rosen & Katz

TRADEMARK

REEL: 005324 FRAME: 0945

SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	07/18/2014
Total Attachments: 11 source=Untitled#page1.tif source=Untitled#page2.tif source=Untitled#page3.tif source=Untitled#page4.tif source=Untitled#page5.tif source=Untitled#page6.tif source=Untitled#page7.tif source=Untitled#page8.tif source=Untitled#page9.tif source=Untitled#page10.tif source=Untitled#page11.tif	

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):

Education Management LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Limited liability company

Citizenship (see guidelines) Delaware
Additional names of conveying parties attached? Yes No

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

Execution Date(s) July 8, 2014
 Assignment Merger
 Security Agreement Change of Name
 Other (supplement)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: U.S. Bank National Association

Internal Address: _____
Address: _____

Street Address: 214 N. Tryon Street, 26th Fl.

City: Charlotte

State: NC

Country: United States Zip: 28202

- Association Citizenship United States
 General 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)

B. Trademark Registration No.(s)

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: Wachtell, Lipton, Rosen & Katz

Internal Address: c/o Peter Zukerman

Street Address: 51 W. 52nd Street

City: New York

State: NY Zip: 10019

Phone Number: (212) 463-1104

Fax Number: (212) 463-2109

Email Address: pz@wlr.com

6. Total number of applications and registrations involved: 87

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: Peter Zukerman

Signature

07/16/14

Date

Peter Zukerman

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

(Trademark Registrations, Trademark Applications and Exclusive Trademark Licenses)

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this “**Supplement**”), dated July 8, 2014, is made by Educational Management LLC (the “**Lien Grantor**”) in favor of U.S. Bank National Association, as Collateral Agent for the Secured Parties (in such capacity, the “**Grantee**”).

WHEREAS, the Lien Grantor owns, or in the case of licenses is a party to, the Additional Trademark Collateral (as defined below); and

WHEREAS, the Lien Grantor, Education Management Holdings LLC (“**Holdings**”), Certain Subsidiaries of Holdings, as Guarantors, the Lenders party thereto from time to time, U.S. Bank National Association (as successor administrative agent and collateral agent to BNP Paribas), as Administrative Agent and as Collateral Agent and the Lenders party thereto from time to time are parties to that certain Second Amended and Restated Credit and Guaranty Agreement, dated as of February 13, 2007, as amended and restated as of December 7, 2010 (as further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”); and

WHEREAS, (i) the Lien Grantor, Holdings, the other Grantors party thereto and the Grantee (in such capacity, as successor to BNP Paribas) are party to that certain Pledge and Security Agreement, dated as of June 1, 2006 (as amended and/or supplemented from time to time, the “**Security Agreement**”) and (ii) the Lien Grantor and the Grantee (in such capacity, as successor to BNP Paribas) are party to certain other Security Documents, including that certain Trademark Security Agreement, dated as of June 1, 2006 (as amended and/or supplemented from time to time, the “**Trademark Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Lien Grantor has granted to the Grantee for the benefit of the Secured Parties a continuing security interest in certain intellectual property of the Lien Grantor and has agreed to execute this Supplement for recording with the United States Patent and Trademark Office; and

WHEREAS, the Lien Grantor has duly authorized the execution, delivery and performance of this Supplement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to induce the Lenders to make Loans and other financial accommodations to the Lien Grantor pursuant to the Credit Agreement, the Lien Grantor agrees, for the benefit of the Secured Parties, as follows:

1. Grant of Security Interest. For the benefit of the Secured Parties to secure payment, performance and observance of the Secured Obligations, the Lien Grantor pledges and grants to the Grantee, a continuing security interest in, and a right of set-off against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such

demand, all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Additional Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by the Lien Grantor, including, without limitation each Trademark registration and application referred to in Schedule 1 hereto, but in all cases excluding any intent-to-use (ITU) United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a), or examined and accepted, respectively, by the United States Patent and Trademark Office, in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a "Statement of Use" or "Amendment to Allege Use" is filed, has been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office at which point such Trademarks shall automatically be subject to the security interest granted herein and be deemed to be included as Additional Trademark Collateral; and

(ii) each exclusive Trademark License to which the Lien Grantor is a party, including, without limitation, each exclusive Trademark License identified in Schedule 1 hereto.

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Additional Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Additional Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Supplement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Additional Trademark Collateral.

2. Purpose. This Supplement has been executed and delivered by the Lien Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Grantee in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

3. Acknowledgement. The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Additional Trademark Collateral granted hereby are more

fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

4. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Supplement, including its preamble and recitals, have the meanings provided by reference in the Security Agreement.

5. Counterparts. This Supplement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed by their respective officers as of the 8 day of July, 2014.

EDUCATION MANAGEMENT LLC,
as Lien Grantor

By: _____


Name: J. Devitt Kramer

Title: Senior Vice President,
General Counsel & Corporate
Secretary

[Signature Page to Trademark Security Agreement Supplement]

TRADEMARK
REEL: 005324 FRAME: 0951

U.S. Bank National Association,
as Grantee

By: _____

Name:

Title:

James A. Hanley
Vice President

[Signature Page to Trademark Security Agreement Supplement]

TRADEMARK
REEL: 005324 FRAME: 0952

**Schedule 1
to Trademark
Security Agreement Supplement**

EDUCATION MANAGEMENT LLC

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
AI & Shield/Globe Design (Black & White)	3,483,786	8/12/08
AI & Shield/Globe Design (Color)	3,483,785	8/12/08
AI	4,328,435	4/30/13
AI (Stylized)	4,501,261	3/25/14
AI (Stylized) (in color)	4,328,458	4/30/13
AI THE ART INSTITUTES (Stylized) (Horizontal)	4,500,279	3/25/14
AI THE ART INSTITUTES (Stylized) (Stacked)	4,500,280	3/25/14
AMERICA'S LEADER IN CREATIVE EDUCATION	3,480,621	8/5/08
AMERICAN SCHOOL OF PROFESSIONAL PSYCHOLOGY	4,256,243	12/11/12
ARGOSY UNIVERSITY	4,345,386	6/4/13
Argosy University Logo (Shield)	3,487,096	8/19/08
ARIZONA SCHOOL OF PROFESSIONAL PSYCHOLOGY	4,208,001	9/11/12
BEST TEEN CHEF	3,615,917	5/5/09
BROWN MACKIE COLLEGE	4,501,262	3/25/14
Brown Mackie College Logo (Fleur-de-Lis)	3,054,075	1/31/06
COLLEGE ON THE LOT	3,862,873	10/19/10
CREATE TOMORROW	4,186,271	8/7/12
FLORIDA SCHOOL OF PROFESSIONAL	4,208,002	9/11/12

PSYCHOLOGY		
GEORGIA SCHOOL OF PROFESSIONAL PSYCHOLOGY	4,211,786	9/18/12
HAWAII SCHOOL OF PROFESSIONAL PSYCHOLOGY	4,207,987	9/11/12
ILLINOIS SCHOOL OF PROFESSIONAL PSYCHOLOGY	4,208,000	9/11/12
MINNESOTA SCHOOL OF PROFESSIONAL PSYCHOLOGY	4,211,785	9/18/12
ONE COURSE A MONTH	4,328,465	4/30/13
ONLINE HIGHER EDUCATION MILITARY CONSORTIUM	3,843,343	8/31/10
PERSONAL ATTENTION, PROFESSIONAL GROWTH.	3,075,998	4/4/06
TEXAS SCHOOL OF PROFESSIONAL PSYCHOLOGY	4,211,778	9/18/12
THE ART INSTITUTE OF ATLANTA	3,864,583	10/19/10
THE ART INSTITUTE OF AUSTIN	3,459,909	7/1/08
THE ART INSTITUTE OF CALIFORNIA	3,076,348	4/4/06
THE ART INSTITUTE OF CHARLESTON	4,367,249	07/16/13
THE ART INSTITUTE OF CHARLOTTE	3,076,338	4/4/06
THE ART INSTITUTE OF COLORADO	3,095,761	5/23/06
THE ART INSTITUTE OF DALLAS	4,021,830	9/6/11
THE ART INSTITUTE OF FORT LAUDERDALE	3,864,586	10/19/10
THE ART INSTITUTE OF FORT WORTH	3,805,075	6/15/10
THE ART INSTITUTE OF HOUSTON	3,900,760	1/4/11
THE ART INSTITUTE OF INDIANAPOLIS	4,090,469	1/24/12
THE ART INSTITUTE OF JACKSONVILLE	3,399,418	3/18/08

THE ART INSTITUTE OF LAS VEGAS	4,190,749	8/14/12
THE ART INSTITUTE OF MICHIGAN	3,379,804	2/5/08
THE ART INSTITUTE OF OHIO	3,900,779	1/4/11
THE ART INSTITUTE OF PITTSBURGH	3,864,584	10/19/10
THE ART INSTITUTE OF PORTLAND	3,079,236	4/11/06
THE ART INSTITUTE OF RALEIGH/DURHAM	3,552,278	12/23/08
THE ART INSTITUTE OF SALT LAKE CITY	3,374,586	1/22/08
THE ART INSTITUTE OF SAN ANTONIO	3,921,295	2/15/11
THE ART INSTITUTE OF ST. LOUIS	4,238,046	11/6/12
THE ART INSTITUTE OF TAMPA	4,104,617	2/28/12
THE ART INSTITUTE OF TENNESSEE	4,134,854	5/1/12
THE ART INSTITUTE OF VIRGINIA BEACH	3,775,341	4/13/10
THE ART INSTITUTE OF WASHINGTON	3,065,867	3/7/06
THE ART INSTITUTE OF WISCONSIN	3,949,522	4/19/11
THE ART INSTITUTE OF YORK-PENNSYLVANIA	3,474,200	7/22/08
THE ILLINOIS INSTITUTE OF ART	3,192,178	1/2/07
THE INTERNATIONAL CULINARY SCHOOL	3,464,763	7/8/08
THE LEADER IN ONLINE CREATIVE ARTS EDUCATION	3,354,546	12/11/07
THE NEW ENGLAND INSTITUTE OF ART	3,487,706	8/19/08
WASHINGTON SCHOOL OF PROFESSIONAL PSYCHOLOGY	4,207,986	9/11/12
Western State College of Law Logo (Torch/Scales Design)	4,514,652	4/15/14
WORLD CUISINES UNCOVERED	3,483,697	8/12/08

U.S. TRADEMARK APPLICATIONS

TRADEMARK APPLICATION	APPL. NO.	APPL. DATE
AI INSPIRE	86/253,647	4/16/14
AI SPECTRUM	86/197,265	2/19/14
AI THE ART INSTITUTES (Stylized) (Horizontal)	85/939,685	5/22/13
AI THE ART INSTITUTES (Stylized) (Horizontal)	85/939,647	5/22/13
AI THE ART INSTITUTES (Stylized) (Stacked)	85/939,754	5/22/13
AI THE ART INSTITUTES (Stylized) (Stacked)	85/939,730	5/22/13
CREATE TOMORROW	85/939,251	5/22/13
CREATIVITY FOR LIFE	86/101,203	10/25/13
LION OF COURAGE	86/268,351	5/1/14
Lion Design (LION OF COURAGE Logo)	86/268,366	5/1/14
Shield Capital Dome Design	86/117931	11/13/13
Shield/Bridge/Water/ Cityscape Design	86/117979	11/13/13
Shield/Chicago Cityscape Design	86/117992	11/13/13
Shield/Cliff/Sun/Ocean/ Flower Design	86/117963	11/13/13
Shield/Diamond Pattern Design	86/117896	11/13/13
Shield/Golden Gate Bridge Design	86/117909	11/13/13
Shield/Hawaiian Flower Design	86/117938	11/13/13
Shield/Leaves/Acorn Design	86/118009	11/13/13
Shield/Sun/Ocean Design	86/117869	11/13/13
Shield/Tree/Cityscape Design -- Illinois (Schaumburg)	86/117923	11/13/13
THE ART INSTITUTE OF AUSTIN	86/204,339	2/26/14
THE ART INSTITUTE OF CONNECTICUT	86/114,406	11/8/13
THE ART INSTITUTE OF MICHIGAN	86/109,610	11/4/13
THE ART INSTITUTE OF RALEIGH- DURHAM	86/204,355	2/26/14
THE ART INSTITUTE OF SALT LAKE CITY	86/109,592	11/4/13
THE ART INSTITUTE OF YORK- PENNSYLVANIA	86/204,347	2/26/14
WESTERN STATE COLLEGE OF LAW	86/063,383	9/12/13

EXCLUSIVE TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Exclusively Licensed Trademark/s
None.			