

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Technical Training, Inc.		01/09/2015	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	27777 Franklin Road, Suite 1900		
City:	Southfield		
State/Country:	MICHIGAN		
Postal Code:	48034		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78383544	TTI ONLINE PARTNERS IN PERFORMANCE E-LEA	
Serial Number:	76198748	TTI	
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:	3122014000		
Email:	kristina.bunker@goldbergkohn.com		
Correspondent Name:	Goldberg Kohn Ltd. c/o Kristina Bunker		
Address Line 1:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	5779.024		
NAME OF SUBMITTER:	Kristina Bunker		
SIGNATURE:	/kb/		
DATE SIGNED:	01/14/2015		
Total Attachments: 5			
source=TII Trademark Security Agreement#page1.tif			
source=TII Trademark Security Agreement#page2.tif			
source=TII Trademark Security Agreement#page3.tif			
source=TII Trademark Security Agreement#page4.tif			

OP \$65.00 78383544

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 9, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this "**Trademark Security Agreement**"), is by and between **TECHNICAL TRAINING, INC.**, a Michigan corporation (the "**Grantor**"), and **CITIZENS BANK, N.A.**, a national banking association (the "**Grantee**").

RECITALS

WHEREAS, Grantee and Grantor entered into certain financing arrangements pursuant to that certain Loan Agreement dated as of February 19, 2010, by and between Grantee and Grantor, as amended and restated pursuant to that certain First Amended and Restated Loan Agreement dated as of October 19, 2010, by and between Grantee and Grantor (as amended or otherwise modified from time to time, the "**Loan Agreement**"); and

WHEREAS, pursuant to that certain Continuing Security Agreement dated as of February 19, 2010 (as amended or otherwise modified from time to time, the "**Security Agreement**"), Grantor granted Grantee a security interest in all of the assets of the Grantor, including, without limitation, all right, title, and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Grantee this Trademark Security Agreement.

NOW, THEREFORE, in consideration for the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Loan Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby reaffirms its grant to Grantee of 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 (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"):

(a) each trademark, trademark registration, and trademark application owned by Grantor, including, without limitation, the trademarks, trademark registrations, and trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business conducted with the use of, and symbolized by, each such trademark or trademark registration; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, or future infringement, misappropriation, dilution, violation, or impairment of any trademark or trademark registration owned by Grantor, including, without limitation, the trademarks and trademark registrations referred to in **Schedule 1** annexed hereto.

SECTION 3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement, are expressly subject to the terms and conditions thereof, and are not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

SECTION 4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Grantee with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Grantee unilaterally to modify this Trademark Security Agreement by amending **Schedule 1** hereto at any time to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or to amend **Schedule 1** shall in any way affect, invalidate, or detract from Grantee's continuing security interest in all Trademark Collateral, whether or not listed on **Schedule 1**.

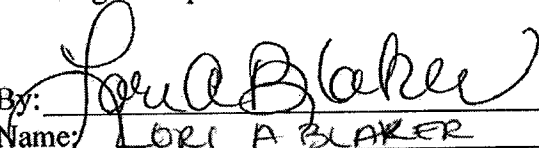
SECTION 5. PURPOSE. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 6. CHOICE OF LAW. This Trademark Security Agreement shall be construed in accordance with, and be governed by, the laws of the State of Michigan, without regard to its choice of law principles.

SECTION 7. COUNTERPARTS. This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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

TECHNICAL TRAINING, INC.,
a Michigan corporation

By: 
Name: LORI A BLAKER
Title: CEO

Acknowledged:

CITIZENS BANK, N.A., a national banking
association

By: _____
Its: _____
Title: _____


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

TECHNICAL TRAINING, INC.,
a Michigan corporation

By: _____
Name: _____
Title: _____

Acknowledged:

CITIZENS BANK, N.A., a national banking
association

By:  _____
Name: Josh Bailey
Title: _____

Schedule 1
Trademark Security Agreement

U.S. Trademark Registrations

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE
TTI ONLINE PARTNERS IN PERFORMANCE E-LEARNING	78383544	3072784	3/28/06
TTI	76198748	2609092	8/20/02