

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331016

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Health Careers Acquisition, Inc.		02/03/2015	CORPORATION: DELAWARE
Career Step, LLC (for itself and as successor to Career Step Holdings, LLC by merger)		02/03/2015	LIMITED LIABILITY COMPANY: UTAH

RECEIVING PARTY DATA

Name:	Ally Bank, as Agent
Street Address:	1185 Avenue of the Americas
Internal Address:	Floor 2
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	National Bank: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3598304	CAREER STEP
Registration Number:	3843900	
Registration Number:	3598303	
Registration Number:	4121409	THE ICD-10 SOLUTION
Registration Number:	4134586	CAREER STEP QUALITY ONLINE EDUCATION
Registration Number:	4674110	CAREERSTEP
Registration Number:	3843898	CAREER STEP

CORRESPONDENCE DATA

Fax Number: 3026365454

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.

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

TRADEMARK

ATTORNEY DOCKET NUMBER:	484062
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	02/04/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 3, 2015, is made by **CAREER STEP, LLC** ("Borrower") and **HEALTH CAREERS ACQUISITION, INC.** ("Holdings", and together with Borrower, each a "Grantor" and, collectively, the "Grantors"), in favor of **ALLY BANK** ("Ally"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated or supplemented from time to time, the "Loan Agreement"), by and among Borrower, Holdings, the other Guarantors from time to time party thereto, the financial institution(s) listed on the signature pages thereof and their respective successors and permitted assigns (collectively, "Lenders") and Ally, for itself as a Lender and as Agent, (i) Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein and (ii) to secure the payment and performance of the Obligations, each Grantor has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lenders and Agent to enter into the Loan Agreement and to induce Lenders to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Lenders, and grants to Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all Intellectual Property licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property licenses subject to a security interest hereunder.


Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature pages follow]

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

CAREER STEP, LLC, as Grantor

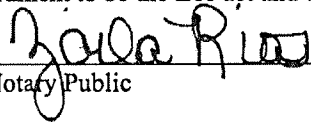
By 
Name Arion Robbins
Title Vice President and Assistant Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 3rd day of February, 2015 before me personally appeared Arion Robbins, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Career Step, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

ZOILA RIOS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104010620
MY COMMISSION EXPIRES MARCH 30, 2018


Notary Public

HEALTH CAREERS ACQUISITION, INC., as Grantor

By *Arion Robbins*
Name Arion Robbins
Title Vice President and Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 3rd day of February, 2015 before me personally appeared Arion Robbins, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Health Careers Acquisition, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

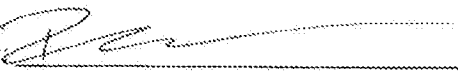
Zoila Rios
Notary Public

ZOILA RIOS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104010820
MY COMMISSION EXPIRES MARCH 30, 2018

ACCEPTED AND AGREED

as of the date first above written:

ALLY BANK, as Agent

By 

Name: Dennis Camporeale

Title: Senior Director - Corporate Finance

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

Title	Owner	Filing Jurisdiction	Filing Date/Registration Date	Serial or Registration Number
Career Step	Career Step, LLC, as successor to Career Step Holdings, LLC	U.S. PTO	September 7, 2010	3843898
Career Step	Career Step, LLC	U.S. PTO	March 31, 2009	3598304
Career Step Pillar (logo)	Career Step, LLC, as successor to Career Step Holdings, LLC	U.S. PTO	September 7, 2010	3843900
Career Step Pillar (logo)	Career Step, LLC	U.S. PTO	Mar 2009	3598303
The ICD-10 Solution	Career Step, LLC, as successor to Career Step Holdings, LLC	U.S. PTO	April 3, 2012	4121409
Career Step Quality Online Education (pillar logo)	Career Step, LLC, as successor to Career Step Holdings, LLC	U.S. PTO	May 1, 2012	4134586
Career Step (triangular logo)	Career Step, LLC, as successor to Career Step Holdings, LLC	U.S. PTO	January 20, 2015	4674110
Career Step	Career Step, LLC, as successor to Career Step Holdings, LLC	IP Australia	February 28, 2011	Trademark: 1378281 International Registration: 1045692
Career Step Pillar (logo)	Career Step, LLC, as successor to Career Step Holdings, LLC	IP Australia	July 15, 2010	Trademark: 1379671 International Registration: 1046555

2. TRADEMARK APPLICATIONS

None.

3. INTELLECTUAL PROPERTY LICENSES

None.