

4-25-03

04-25-2003

FORM PTO-1594
Rev. 6-93
JMB No. 0651-0011 (exp. 4/94)

RECC



T U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ▼

102430528

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Education Corporation of America

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address: _____

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Illinois banking corporation

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)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Trademark Collateral Agreement

Execution Date: December 17, 2002

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
See Schedule A-1 attached hereto

B. Trademark Registration No.(s)
See Schedule A-1 attached hereto

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal Address: _____

_____ Federal Research Company, LLC _____
 _____ 1030 15th Street, NW, Suite 920 _____
 _____ Washington, DC 20005 _____

Street _____

City: _____ State: _____ ZIP: _____

04/25/2003 LNUJELLER 00000234 76299739

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140⁰⁰

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

01 FC: 8521 40.00 RP
02 FC: 8522 100.00 RP

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elizabeth A. Szklarz Elizabeth A. Szklarz 4/23/03
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

1337102

TRADEMARK
REEL: 002717 FRAME: 0717

SCHEDULE A-1**TO TRADEMARK COLLATERAL AGREEMENT**REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS

MARK	APPLICATION NO./ FILING DATE	REGISTRATION NO./ REG. DATE
CULINARD	76/299739 8/15/01	2,567,380 5/07/02
CULINARD & design	76/131612 9/20/00	2,485,230 9/04/01
CULINARD THE CULINARY INSTITUTE OF VIRGINIA COLLEGE	76/131666 9/20/00	2,485,231 9/04/01
DEVELOP A TASTE FOR SUCCESS	76/131667 9/20/00	2,482,439 8/28/01
VIRGINIA COLLEGE	76/226187 3/19/01	2,575,830 6/04/02

OWNER

PENDING U.S.
TRADEMARK
APPLICATIONS

FILING NO.

FILING DATE

NONE.

TRADEMARK COLLATERAL AGREEMENT

This 17th day of December, 2002, EDUCATION CORPORATION OF AMERICA, a Delaware corporation (the "*Debtor*"), with its principal place of business and mailing address at 65 Bagby Drive Birmingham, AL 35209 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (said HTSB acting as such agent and any successor or successors to said HTSB in such capacity being hereinafter referred to as the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and


(iii) All proceeds of the foregoing, including without limitation any claim by a Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

(all of the foregoing being herein sometimes referred to as the "*Trademark Collateral*"), to secure performance of all Secured Obligations as set out in that certain Security Agreement dated as of December 17, 2002 secured by and between Debtor the other debtors party thereto and Secured Party (such Security Agreement as the same may be amended, supplemented, restated, or modified from time to time being referred to herein as the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor 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.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the mortgage, pledge and 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.

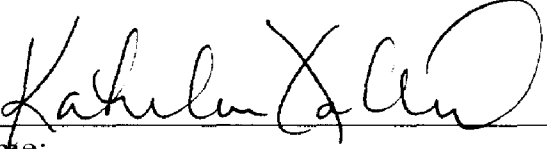
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be executed as of the date and year last above written.

EDUCATION CORPORATION OF AMERICA

By 
Maneesh Chawla, Vice President and
Assistant Secretary

ted and agreed to in Chicago, Illinois as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as Secured
Party

By 
Name:
Title: **KATHLEEN J. COLLINS**
VICE PRESIDENT

SCHEDULE A-2

TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

NONE.