

**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
Professional Career Development Institute, LLC		09/08/2004	limited liability company: GEORGIA

**RECEIVING PARTY DATA**

Name:	Madison Capital Funding LLC, as Administrative Agent
Street Address:	30 South Wacker Drive, Ste. 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	limited liability company: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2603090	ASHWORTH COLLEGE

**CORRESPONDENCE DATA**

Fax Number: (312)863-7865  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-201-3865  
 Email: sharon.patterson@goldbergkohn.com  
 Correspondent Name: Sharon Patterson  
 Address Line 1: 55 E. Monroe St., Ste. 3700  
 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.059
NAME OF SUBMITTER:	Sharon Patterson

Total Attachments: 5  
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OP \$40.00 2603090



## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 8, 2004, by PROFESSIONAL CAREER DEVELOPMENT INSTITUTE, LLC, a Georgia limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Administrative Agent for Lenders ("Administrative Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Administrative Agent, Harris Trust and Savings Bank, as syndication agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans for the benefit of Grantor;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for itself and the ratable benefit of Lenders, that certain Guaranty and Collateral Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, on behalf of itself and Lenders, a continuing (until all of the Obligations have been satisfied by payment in full (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted) and the Commitments have been terminated) 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 (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Notwithstanding the foregoing, the Trademark Collateral shall exclude (a) "intent-to-use" Trademarks until such time as Grantor begins to use such Trademarks, and (b) any item of General Intangibles (as defined in the Guarantee and Collateral Agreement) that is now or hereafter held by Grantor but only to the extent that such item of general intangibles (or any agreement evidencing such item of General Intangibles) contains a term or is subject to a rule of law, statute or regulation that restricts, prohibits, or requires a consent (that has not been obtained) of a Person (other than Grantor) to, the creation, attachment or perfection of the security interest granted herein, and any such restriction, prohibition and/or requirement of consent is effective and enforceable under applicable law and is not rendered ineffective by applicable law (including, without limitation, pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (as defined in the Guarantee and Collateral Agreement)) (collectively, "Excluded Property"); provided, however, that (x) Excluded Property shall not include, any Proceeds (as defined in the Guarantee and Collateral Agreement) of any item of General Intangibles, and (y) any item of General Intangibles that at any time ceases to satisfy the criteria for Excluded Property (whether as a result of the Grantor obtaining any necessary consent, any change in any rule of law, statute or regulation, or otherwise), shall no longer be Excluded Property.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

**PROFESSIONAL CAREER DEVELOPMENT INSTITUTE, LLC**

By Gary Keisling  
Name GARY KEISLING  
Title PRESIDENT AND CEO

ACCEPTED AND ACKNOWLEDGED BY:

**MADISON CAPITAL FUNDING LLC, as  
Administrative Agent**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

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

**PROFESSIONAL CAREER DEVELOPMENT  
INSTITUTE, LLC**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

**MADISON CAPITAL FUNDING LLC, as  
Administrative Agent**

By Trevor Clark  
Name: Trevor Clark  
Title: Managing Director

**SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Ashworth College	2603090	7/30/02

**TRADEMARK APPLICATIONS**

NONE

**TRADEMARK LICENSES**

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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NONE