

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Education Management LLC		06/01/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BNP Paribas
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Banking Corporation:

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	2371036	AI
Registration Number:	1652020	AI THE ART INSTITUTES INTERNATIONAL
Registration Number:	2262221	AI THE ART INSTITUTES INTERNATIONAL
Registration Number:	2495162	AMERICA'S LEADER IN CREATIVE EDUCATION
Registration Number:	2334702	AMERICAN EDUCATION CENTERS
Registration Number:	2719073	ARGOSY UNIVERSITY
Registration Number:	2719074	ARGOSY UNIVERSITY
Registration Number:	1604098	ART INSTITUTE OF ATLANTA
Registration Number:	1601475	ART INSTITUTE OF FORT LAUDERDALE
Registration Number:	1602967	ART INSTITUTE OF HOUSTON
Registration Number:	1605991	ART INSTITUTE OF PHILADELPHIA
Registration Number:	1604099	ART INSTITUTE OF SEATTLE
Registration Number:	2859720	ASSIGNMENTS RESTAURANT

CH \$1465.00 2371036

Registration Number:	2926054	BEST TEEN CHEF
Registration Number:	2772749	BEST TEEN CHEF IN AMERICA
Registration Number:	2975531	BROWN MACKIE COLLEGE
Registration Number:	3043639	CI
Registration Number:	2769060	EDMC EDUCATION FOUNDATION
Registration Number:	2902717	MIAMI INTERNATIONAL UNIVERSITY OF ART AND DESIGN
Registration Number:	2412620	NCPT
Registration Number:	2655861	SOCRATES DISTANCE LEARNING TECHNOLOGIES GROUP
Registration Number:	2964856	TALK-ON!
Registration Number:	2411522	THE ART INSTITUTE OF CHARLOTTE
Registration Number:	2378294	THE ART INSTITUTE OF COLORADO
Registration Number:	1621670	THE ART INSTITUTE OF DALLAS
Registration Number:	2555535	THE ART INSTITUTE OF LAS VEGAS
Registration Number:	2664210	THE ART INSTITUTE OF NEW YORK CITY
Registration Number:	2984379	THE ART INSTITUTE OF OHIO
Registration Number:	2903000	THE ART INSTITUTE OF PHOENIX
Registration Number:	1602968	THE ART INSTITUTE OF PITTSBURGH
Registration Number:	2381997	THE ART INSTITUTE OF PORTLAND
Registration Number:	2955815	THE ART INSTITUTE OF TAMPA
Registration Number:	2382003	THE ART INSTITUTE OF WASHINGTON
Registration Number:	2880785	THE ART INSTITUTE ONLINE
Registration Number:	2974940	THE CULINARY INSTITUTE OF LAS VEGAS
Registration Number:	2409652	THE ILLINOIS INSTITUTE OF ART
Registration Number:	2447724	THE NATIONAL CENTER FOR PARALEGAL TRAINING
Registration Number:	2568701	THE NEW ENGLAND INSTITUTE OF ART
Registration Number:	2473465	THE NEW YORK RESTAURANT SCHOOL
Registration Number:	3076338	THE ART INSTITUTE OF CHARLOTTE
Registration Number:	3095761	THE ART INSTITUTE OF COLORADO
Registration Number:	3110716	THE ART INSTITUTE OF INDIANAPOLIS
Registration Number:	3079236	THE ART INSTITUTE OF PORTLAND
Registration Number:	3065867	THE ART INSTITUTE OF WASHINGTON
Registration Number:	3119828	WE'RE OUT THERE
Serial Number:	78703333	AMERICA'S LEADER IN CREATIVE EDUCATION
Serial Number:	78526563	
Serial Number:	78500541	PERSONAL ATTENTION, PROFESSIONAL GROWTH

TRADEMARK

REEL: 003372 FRAME: 0196

Serial Number:	78589089	THE ART INSTITUTE OF CALIFORNIA
Serial Number:	78408017	THE ART INSTITUTE OF CHARLESTON
Serial Number:	78508936	THE ART INSTITUTE OF JACKSONVILLE
Serial Number:	78383019	THE ART INSTITUTE OF MICHIGAN
Serial Number:	78477828	THE ART INSTITUTE OF ORLANDO
Serial Number:	76564127	THE ART INSTITUTE OF PENNSYLVANIA
Serial Number:	78508945	THE ART INSTITUTE OF RALEIGH
Serial Number:	78510485	THE ART INSTITUTE OF ST. LOUIS
Serial Number:	78423203	THE ART INSTITUTE OF TENNESSEE
Serial Number:	78713494	THE ILLINOIS INSTITUTE OF ART

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-756-9292
Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 80 State Street
Address Line 2: 6th Floor
Address Line 4: albany, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	08/18/2006

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

(Trademark Registrations, Trademark Applications and Exclusive Trademark Licenses)

WHEREAS, EDUCATION MANAGEMENT LLC, a Delaware limited liability company (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Education Management LLC (the "**Company**"), Education Management Holdings LLC ("**Holdings**"), Certain Subsidiaries of Holdings, as Guarantors, the Lenders party thereto from time to time, Credit Suisse Securities (USA) LLC, as Syndication Agent, and BNP Paribas, as Administrative Agent and as Collateral Agent, and Merrill Lynch Corporation and Bank of America, N.A. as Documentation Agents are parties to a Credit Agreement dated as of June 1, 2006 (as amended from time to time, the "**Credit Agreement**"; the terms defined therein and not otherwise defined herein being used herein as therein defined); and

WHEREAS, pursuant to (i) a Pledge and Security Agreement dated as of June 1, 2006 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Company, the Grantors party thereto and BNP Paribas, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Agreement), the Lien Grantor has guaranteed certain obligations of the Company and secured such guarantee (the "**Lien Grantor's Secured Guarantee**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Lien Grantor has duly authorized the execution, delivery and performance of this Agreement;

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 Company 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 "**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 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 Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement 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 Trademark Collateral.

2. Purpose. This Agreement 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.

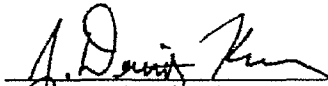
3. Acknowledgement. The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the 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 Agreement 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 Agreement, including its preamble and recitals, have the meanings provided by reference in the Security Agreement.

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

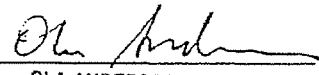
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the 1st day of June, 2006.

EDUCATION MANAGEMENT LLC

By: 
Name: J. Devitt Kramer
Title: Secretary

BNP PARIBAS,
as Collateral Agent

By: 
Name: GREGG BONARDI
Title: Director
Media & Telecom Finance

By: 
Name: OLA ANDERSEN
Title: DIRECTOR

EDUCATION MANAGEMENT LLC

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
AI (Stylized)	2,371,036	7/25/2000
AI ART INSTITUTE	1,652,020	7/23/1991
INTERNATIONAL & Design		
AI THE ART INSTITUTES	2,262,221	7/20/1999
INTERNATIONAL		
AMERICA'S LEADER IN CREATIVE	2,495,162	10/2/2001
EDUCATION		
AMERICAN EDUCATION CENTERS	2,334,702	3/28/2000
ARGOSY UNIVERSITY	2,719,073	5/27/2003
ARGOSY UNIVERSITY LOGO	2,719,074	5/27/2003
(w/flame design)		
ART INSTITUTE OF ATLANTA	1,604,098	6/26/1990
ART INSTITUTE OF FORT	1,601,475	6/12/1990
LAUDERDALE		
ART INSTITUTE OF HOUSTON	1,602,967	6/19/1990
ART INSTITUTE OF	1,605,991	7/10/1990
PHILADELPHIA		
ART INSTITUTE OF SEATTLE	1,604,099	6/26/1990
ASSIGNMENTS RESTAURANT	2,859,720	7/6/2004
BEST TEEN	2,926,054	2/8/2005
CHEF		
BEST TEEN	2,772,749	10/7/2003
CHEF IN AMERICA		
BROWN MACKIE COLLEGE	2,975,531	7/26/2005
CI (Stylized)	3,043,639	1/17/2006
EDMC EDUCATION FOUNDATION	2,769,060	9/30/2003
MIAMI INTERNATIONAL	2,902,717	11/16/2004
UNIVERSITY OF ART AND DESIGN		
NCPT	2,412,620	12/12/2000
SOCRATES DISTANCE LEARNING	2,655,861	12/3/2002
TECHNOLOGIES GROUP		
TALK-ON!	2,964,856	7/5/2005
THE ART INSTITUTE OF	2,411,522	12/5/2000
CHARLOTTE		

THE ART INSTITUTE OF COLORADO	2,378,294	8/15/2000
THE ART INSTITUTE OF DALLAS	1,621,670	11/6/1990
THE ART INSTITUTE OF LAS VEGAS	2,555,535	4/2/2002
THE ART INSTITUTE OF NEW YORK CITY	2,664,210	12/17/2002
THE ART INSTITUTE OF OHIO	2,984,379	8/9/2005
THE ART INSTITUTE OF PHOENIX	2,903,000	11/16/2004
THE ART INSTITUTE OF PITTSBURGH	1,602,968	6/19/1990
THE ART INSTITUTE OF PORTLAND	2,381,997	8/29/2000
THE ART INSTITUTE OF TAMPA	2,955,815	5/24/2005
THE ART INSTITUTE OF WASHINGTON	2,382,003	8/29/2000
THE ART INSTITUTE ONLINE	2,880,785	9/7/2004
THE CULINARY INSTITUTE OF LAS VEGAS	2,974,940	7/19/2005
THE ILLINOIS INSTITUTE OF ART	2,409,652	11/28/2000
THE NATIONAL CENTER FOR PARALEGAL TRAINING	2,447,724	5/1/2001
THE NEW ENGLAND INSTITUTE OF ART	2,568,701	5/7/2002
THE NEW YORK RESTAURANT SCHOOL	2,473,465	7/31/2001

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK APPLICATION</u>	<u>APPL. NO.</u>	<u>APPL. DATE</u>
AMERICA'S LEADER IN CREATIVE EDUCATION	78/703,333	8/30/2005
BROWN MACKIE College Logo (Fleur-de-lis)	78/526,563	12/3/2004
PERSONAL ATTENTION, PROFESSIONAL GROWTH	78/500,541	10/15/2004
THE ART INSTITUTE OF CALIFORNIA	78/589,089	3/17/2005
THE ART INSTITUTE OF CHARLESTON	78/408,017	4/26/2004

THE ART INSTITUTE OF CHARLOTTE	78/587,530	3/15/2005
THE ART INSTITUTE OF COLORADO	78/709,853	9/9/2005
THE ART INSTITUTE OF INDIANAPOLIS	78/508,949	11/1/2004
THE ART INSTITUTE OF JACKSONVILLE	78/508,936	11/1/2004
THE ART INSTITUTE OF MICHIGAN	78/383,019	3/12/2004
THE ART INSTITUTE OF ORLANDO	78/477,828	9/2/2004
THE ART INSTITUTE OF PENNSYLVANIA	76/564,127	12/9/2003
THE ART INSTITUTE OF PORTLAND	78/587,638	3/15/2005
THE ART INSTITUTE OF RALEIGH	78/508,945	11/1/2004
THE ART INSTITUTE OF ST. LOUIS	78/510,485	11/3/2004
THE ART INSTITUTE OF TENNESSEE	78/423,203	5/21/2004
THE ART INSTITUTE OF WASHINGTON	78/587,607	3/15/2005
THE ILLINOIS INSTITUTE OF ART	78/713,494	9/15/2005
WE'RE OUT THERE	78/625,670	5/9/2005

EXCLUSIVE TRADEMARK LICENSES

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