

**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
HEALD COLLEGE, LLC		08/27/2007	LIMITED LIABILITY COMPANY: CALIFORNIA
HEALD EDUCATION, LLC		08/27/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A.
Street Address:	530 Lytton Avenue
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301-1539
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2573598	HEALD COLLEGE
Registration Number:	2711192	GET IN. GET OUT. GET AHEAD.
Serial Number:	77107670	H

**CORRESPONDENCE DATA**

Fax Number: (415)393-2286  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 415-393-2072  
 Email: aaron.borden@bingham.com  
 Correspondent Name: Aaron J. Borden, Bingham McCutchen LLP  
 Address Line 1: Three Embarcadero Center  
 Address Line 4: San Francisco, CALIFORNIA 94111-4067

ATTORNEY DOCKET NUMBER:	0000327636 - BOA/HEALD
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**CH \$90.00 2573598**

NAME OF SUBMITTER:	Mary Dougherty
Signature:	/Mary Dougherty/
Date:	08/28/2007

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is made as of August 27, 2007 by HEALD COLLEGE, LLC, California limited liability company ("Borrower"), and HEALD EDUCATION, LLC, a Delaware limited liability company ("Heald Education"; and together with Borrower, each a "Grantor" and collectively, "Grantors") in favor of BANK OF AMERICA, N.A. ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meaning specified in that certain Security Agreement referenced below.

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Borrower (the "Loans") in the amounts and manner set forth in that certain Loan Agreement by and between Bank and Borrower dated August 27, 2007 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement").

B. In order to induce Bank to make the Loans to Borrower, Heald Education has executed and delivered a Continuing and Unconditional Guaranty, dated as of August 27, 2007 (as the same may be amended, modified or supplemented from time to time, the "Guaranty"), in favor of Bank.

C. Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in all of such Grantor's intellectual property Collateral to secure the obligations of such Grantor under the Loan Agreement or Guaranty, as the case may be.

D. Pursuant to the terms of that certain Security Agreement, dated as of August 27, 2007 (as the same may be amended modified or supplemented from time to time, the "Security Agreement"), each Grantor has granted to Bank a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, each Grantor grants and pledges to Bank a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property Collateral (including without limitation those copyrights, copyright applications, patents, patent applications, trademarks, trademark applications and mask works listed on Exhibits A, B, C and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Loan Agreement), and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement, the Loan Agreement or any of the other Loan Documents (as defined in the Loan Agreement), or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement, the Loan Agreement or any of the other Loan Documents (as defined in the Loan Agreement), or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

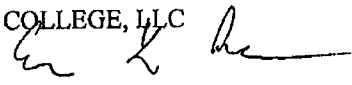
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

Address for Grantor:

670 Howard Street  
San Francisco, CA 94105  
Attn: Eeva Deshon

HEALD COLLEGE, LLC

By:   
Name: Eeva Deshon  
Title: Senior Vice President and  
Chief Financial Officer

Address for Grantor:

c/o Palm Ventures, LLC  
2 Greenwich Office Park  
Greenwich, CT 06831  
Attn: Bradley C. Palmer

HEALD EDUCATION, LLC

By: \_\_\_\_\_  
Name: Bradley C. Palmer  
Title: Chairman

Address for Bank:

530 Lytton Avenue  
Palo Alto, CA 94301-1539  
Attn: Bassam Wehbe

BANK:

BANK OF AMERICA, N.A.

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

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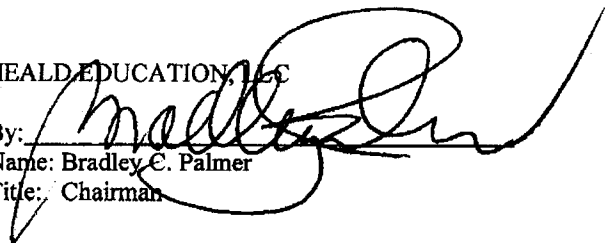
HEALD COLLEGE, LLC

By: \_\_\_\_\_  
Name: Eeva Deshon  
Title: Senior Vice President and  
Chief Financial Officer

Address for Grantor:

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2 Greenwich Office Park  
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Attn: Bradley C. Palmer

HEALD EDUCATION, LLC

By:   
Name: Bradley C. Palmer  
Title: Chairman

BANK:

Address for Bank:

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Palo Alto, CA 94301-1539  
Attn: Bassam Wehbe

BANK OF AMERICA, N.A.

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

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Attn: Eeva Deshon

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By: \_\_\_\_\_  
Name: Eeva Deshon  
Title: Senior Vice President and  
Chief Financial Officer

Address for Grantor:

c/o Palm Ventures, LLC  
2 Greenwich Office Park  
Greenwich, CT 06831  
Attn: Bradley C. Palmer

HEALD EDUCATION, LLC

By: \_\_\_\_\_  
Name: Bradley C. Palmer  
Title: Chairman

Address for Bank:

530 Lytton Avenue  
Palo Alto, CA 94301-1539  
Attn: Bassam Wehbe

BANK:

BANK OF AMERICA, N.A.

By: B. Wehbe  
Name: Bassam Wehbe  
Title: Senior Vice President

[Signature Page to IP Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Grantor/Owner</u>
Heald Planner: Heald Business College	TX-4-114-470	August 28, 1995	Heald College, LLC
Class Arrivals: Employee Manual, Karen Iversen	TX-4-523-235	May 2, 1997	Heald College, LLC

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Grantor/Owner</u>
N/A	N/A	N/A	N/A



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Grantor/Owner</u>
HEALD COLLEGE	Registration No. 2,573,598	May 28, 2002	Heald College, LLC
GET IN. GET OUT. GET AHEAD.	Registration No. 2,711,192	April 29, 2003	Heald College, LLC
H (Stylized)	Application No. 77/107,670	February 14, 2007	Heald College, LLC

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Grantor/Owner</u>
N/A	N/A	N/A	N/A