

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
	Bryant & Stratton College, Inc.		01/07/2013	CORPORATION: NEW YORK
	Abbott Park Associates, Inc.		01/07/2013	CORPORATION: NEW YORK
	Stratton Educational Corporation		01/07/2013	CORPORATION: NEW YORK
	Bryant & Stratton College Corporation		01/07/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA				
Name:	RBS Citizens, N.A.			
Street Address:	28 State St.			
City:	Boston			
State/Country:	MASSACHUSETTS			
Postal Code:	02109			
Entity Type:	National Banking Association: UNITED STATES			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
	Registration Number:	3751465	BRYANT & STRATTON COLLEGE	
	Registration Number:	3748724	PERSONAL EDUCATION. LIFETIME SUCCESS.	
	Registration Number:	3751420	BRYANT & STRATTON COLLEGE FOUNDED 1854	
CORRESPONDENCE DATA				
Fax Number:	2127557306			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 326-3939			
Email:	NYTEF@JONESDAY.COM			
Correspondent Name:	Clare T. Selden, Esq.			
Address Line 1:	222 East 41st Street			
Address Line 2:	Jones Day			
Address Line 4:	New York, NEW YORK 10017			

CH \$90.00 3751465

ATTORNEY DOCKET NUMBER:	435285-610070
NAME OF SUBMITTER:	Clare T. Selden
Signature:	/Clare T. Selden/
Date:	01/10/2013
Total Attachments: 8 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif source=Trademark Security Agreement#page8.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of January 7, 2013 is made between Bryant & Stratton College, Inc., a New York corporation (the "**Grantor**"), and RBS Citizens, N.A., as administrative agent (together with its successor(s) thereto in such capacity, the "**Administrative Agent**") for each of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor and the Administrative Agent, among others, are parties to the Credit Agreement, dated as of January 7, 2013 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with the Lenders party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Guarantee and Collateral Agreement, dated as of January 7, 2013 (as amended, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Borrower Obligations and Grantor Obligations; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans and issue or participate in Letters of Credit pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "**Trademark Collateral**"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those filed or registered items referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any

State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark License.

Notwithstanding the foregoing, "Trademark Collateral" shall not include (i) any "intent-to-use" Trademark applications, or (ii) any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral in each case (i) and (ii), solely for so long as and to the extent that as to which the grant of a security interest would (A) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Guarantee and Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

GRANTORS:

BRYANT & STRATTON COLLEGE, INC.

By: David Vaden Vice President

Name: David Vaden

Title: Vice President and Treasurer

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 004940 FRAME: 0211

ABBOTT PARK ASSOCIATES, INC.

By: David Vaden, Vice President
Name: David Vaden
Title: Vice President and Treasurer

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 004940 FRAME: 0212

STRETTON EDUCATIONAL CORPORATION

By: David Vaden, Vice President

Name: David Vaden

Title: Vice President and Treasurer

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 004940 FRAME: 0213

BRYANT & STRATTON COLLEGE CORPORATION

By: David Vaden, Vice President

Name: David Vaden

Title: Vice President and Treasurer

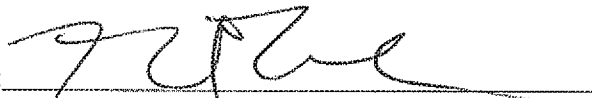
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004940 FRAME: 0214

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

ADMINISTRATIVE AGENT:

RBS CITIZENS, N.A.,
as Administrative Agent

By: 
Name: Nathan Love
Title: Vice President


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004940 FRAME: 0215

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States of America	BRYANT & STRATTON COLLEGE	3751465	2/23/2010
United States of America	PERSONAL EDUCATION. LIFETIME SUCCESS	3748724	2/16/2010
United States of America	BRYANT & STRATTON COLLEGE FOUNDED 1854 Design	3751420	2/23/2010
			
United States of America	SALUTE TO SPOUSES SCHOLARSHIPS INSPIRING SUCCESS	N/A	N/A

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None.			