

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321721

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ITT Educational Services, Inc.		07/18/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as agent		
Street Address:	21 S. Clark		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4454635	CAREERGENIUS	
Registration Number:	4454597	TECHFUSE	
Registration Number:	4454570	TECHFUSE	
Registration Number:	4454567	CAREERGENIUS	
Serial Number:	85926088	MINDSURF	
Serial Number:	85925389	MINDSURF	
Registration Number:	4284857	BENCHMARK LEARNING	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312 558-6352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		
Address Line 2:	Winston & Strawn LLP, Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	18103-429		
NAME OF SUBMITTER:	Laura L. Konrath		
SIGNATURE:	/Laura L. Konrath/		

CH \$190.00 4454635

DATE SIGNED:	10/30/2014
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Total Attachments: 6
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of July 18, 2014, is made among ITT EDUCATIONAL SERVICES, INC., a Delaware corporation (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent for the benefit of the Secured Creditors (the "Administrative Agent").

The Grantor has executed and delivered that certain Security Agreement, dated as of July 18, 2014, in favor of the Administrative Agent for the equal and ratable benefit of the Secured Creditors (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"). The Grantor has pledged and granted to the Administrative Agent a continuing security interest in the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. (a) This Agreement is made to secure the satisfactory performance and payment of all of the Secured Obligations. Upon payment in full of the Secured Obligations, the Administrative Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this confirmatory grant.

(b) The Grantor hereby pledges and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Creditors, a lien in and security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (i) its trademarks (including service marks), and the registrations and applications for registration thereof, including the foregoing listed on Schedule A, and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing under applicable law (the "Trademarks") excluding any intent-to-use United States trademark applications or servicemark applications for which an amendment to alleged 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 by the United States Patent and Trademark Office.

3. Purpose. This Agreement has been executed and delivered by the 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 Administrative Agent 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 Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

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 Collateral granted hereby are more fully set forth in the Credit Agreement and 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.


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

6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ITT EDUCATIONAL SERVICES, INC.
as a Grantor

By: 
Name: Daniel W. Fitzpatrick
Title: EVP CFO

JPMORGAN CHASE BANK, N.A.,
as the Administrative Agent


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ITT EDUCATIONAL SERVICES, INC.
as a Grantor

By: _____
Name: _____
Title: _____

JPMORGAN CHASE BANK, N.A.,
as the Administrative Agent

By:  _____
Name: Richard Barritt
Title: Associate

[Signature Page to ITT Grant of Security Interest in Trademark Rights]

SCHEDULE A

SCHEDULE A

Name of Owner	Mark	Registration Number
ITT Educational Services, Inc. (successor by merger to Cable Holdings, LLC)	CAREERGENIUS & DESIGN	4,454,635
ITT Educational Services, Inc. (successor by merger to Cable Holdings, LLC)	TECHFUSE STYLIZED	4,454,597
ITT Educational Services, Inc. (successor by merger to Cable Holdings, LLC)	TECHFUSE	4,454,570
ITT Educational Services, Inc. (successor by merger to Cable Holdings, LLC)	CAREERGENIUS	4,454,567
ITT Educational Services, Inc. (successor by merger to Cable Holdings, LLC)	MINDSURF & DESIGN	Application #85/926,088
ITT Educational Services, Inc. (successor by merger to Cable Holdings, LLC)	MINDSURF	Application #85/925,389
ITT Educational Services, Inc. (successor by merger to Cable Holdings, LLC)	BENCHMARK LEARNING	4,284,857