

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325173

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESI Service Corp.		12/04/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3026080	SI	
Registration Number:	3026091	SE	
Registration Number:	3033847	SD	
Registration Number:	3033846	SB	
Registration Number:	3033845	SJ	
Registration Number:	3325400	SH	
Serial Number:	85233202	BRECKINRIDGE SCHOOL OF NURSING	
Serial Number:	85490669	BRECKINRIDGE SCHOOL OF NURSING AND HEALT	
Serial Number:	85577769	BRECKINRIDGE COLLEGE	
Serial Number:	85824225	EARLY CAREER ACADEMY	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd floor		
Address Line 4:	New York, NEW YORK 10022		

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ATTORNEY DOCKET NUMBER:	014951-1501
NAME OF SUBMITTER:	Scott Kareff (014951-1501)
SIGNATURE:	/kc for sk/
DATE SIGNED:	12/04/2014
Total Attachments: 3 source=Trademark Assignment for Security for ESI Service Corp#page1.tif source=Trademark Assignment for Security for ESI Service Corp#page2.tif source=Trademark Assignment for Security for ESI Service Corp#page3.tif	

ASSIGNMENT FOR SECURITY - - TRADEMARKS

December 4, 2014

WHEREAS, ESI SERVICE CORP., a Delaware corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated December 4, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, for the purposes of allowing the Assignee to enforce its rights under the Security Agreement or otherwise as necessary with respect thereto, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby grant to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

ESI SERVICE CORP.

By:



Name: Kevin M. Modany
Title: President

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TRADEMARK
REEL: 005413 FRAME: 0882

SCHEDULE A TO ASSIGNMENT FOR SECURITY

TRADEMARKS AND TRADEMARK APPLICATIONS OWNED BY ESI SERVICE CORP.

Company	Country	Trademark	Application or Registration Number	Filing or Registration Date
ESI Service Corp.	USA	SI AND DESIGN	3,026,080	12/13/2005
ESI Service Corp.	USA	SE AND DESIGN	3,026,091	12/13/2005
ESI Service Corp.	USA	SD AND DESIGN	3,033,847	12/27/2005
ESI Service Corp.	USA	SB AND DESIGN	3,033,846	12/27/2005
ESI Service Corp.	USA	SJ AND DESIGN	3,033,845	12/27/2005
ESI Service Corp.	USA	SH AND DESIGN	3,325,400	10/30/2007
ESI Service Corp.	USA	BRECKINRIDGE SCHOOL OF NURSING	Application #85/233,202	02/08/2011
ESI Service Corp.	USA	BRECKINRIDGE SCHOOL OF NURSING AND HEALTH SCIENCES	Application #85/490,669	12/08/2011
ESI Service Corp.	USA	BRECKINRIDGE COLLEGE	Application #85/577,769	03/23/2012
ESI Service Corp.	USA	EARLY CAREER ACADEMY	Application #85/824,225	01/16/2013