

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367649

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UMA Education, Inc.		12/30/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cadence Bank, N.A.		
<b>Street Address:</b>	4890 W. Kennedy Blvd., Suite 820		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33609		
<b>Entity Type:</b>	Banking Corporation: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4528887	ULTIMATE MEDICAL ACADEMY	
<b>Registration Number:</b>	4742181	UMA ULTIMATE MEDICAL ACADEMY	
<b>Registration Number:</b>	4742182	UMA ULTIMATE MEDICAL ACADEMY	
<b>Registration Number:</b>	4742179	UMA ULTIMATE MEDICAL ACADEMY	
<b>Registration Number:</b>	4742180	UMA ULTIMATE MEDICAL ACADEMY	
<b>Serial Number:</b>	86518388	HIRE ED SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8132212900		
<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>			
<b>Phone:</b>	8132213900		
<b>Email:</b>	christina.allen@hwhlaw.com		
<b>Correspondent Name:</b>	Rachel M. Feinman, Esq.		
<b>Address Line 1:</b>	101 E Kennedy Blvd., Suite 3700		
<b>Address Line 4:</b>	Tampa, FLORIDA 33602		
<b>NAME OF SUBMITTER:</b>	Rachel M. Feinman		
<b>SIGNATURE:</b>	/Rachel M. Feinman/		
<b>DATE SIGNED:</b>	12/31/2015		
<b>Total Attachments: 3</b>			

OP \$165.00 4528887

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2015 (this "Agreement"), is made by UMA Education, Inc., a Delaware non-profit corporation (the "Grantor"), in favor of CADENCE BANK, N.A., a national banking association (the "Secured Party").

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, between Grantor and Secured Party (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), the Secured Party has agreed to make loans to, and to issue letters of credit for the account of, the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor and the other grantors thereunder have executed and delivered a Security Agreement, dated as of the date hereof, in favor of the Secured Party (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in, inter alia, certain Intellectual Property, including those Trademarks set forth on Exhibit A hereto.

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

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 or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

2. Grant of Security Interest for Obligations. The Grantor hereby grants a security interest in, all of such Grantor's right, title and interest in, to and under the Trademarks constituting Collateral (including, without limitation, those items listed on Exhibit A hereto and all goodwill related thereto) (collectively, the "Trademark Collateral"), to the Secured Party, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

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 Secured Party 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 Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

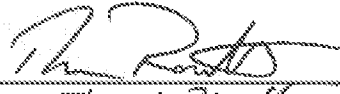
4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Signature Page Follows]

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

GRANTOR:

UMA EDUCATION, INC.,  
a Delaware nonprofit corporation

By:   
Name: Thomas Zanatta  
Title: CEO / Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 005702 FRAME: 0109

**Exhibit A**

**REGISTERED TRADEMARKS**

<b>Registration No.</b>	<b>Country</b>	<b>Owner</b>	<b>Issue or File Date</b>	<b>Description/Title</b>	<b>Type of Intellectual Property</b>
4528887	USA	UMA Education, Inc.	September 5, 2013	ULTIMATE MEDICAL ACADEMY	Trademark
4742181	USA	UMA Education, Inc.	May 13, 2014	UMA ULTIMATE MEDICAL ACADEMY	Trademark (design mark)
4742182	USA	UMA Education, Inc.	May 13, 2014	UMA ULTIMATE MEDICAL ACADEMY	Trademark (design mark)
4742179	USA	UMA Education, Inc.	May 13, 2014	UMA ULTIMATE MEDICAL ACADEMY	Trademark (design mark)
4742180	USA	UMA Education, Inc.	May 13, 2014	UMA ULTIMATE MEDICAL ACADEMY	Trademark (design mark)

**TRADEMARK APPLICATIONS**

<b>Description/Title</b>	<b>Owner</b>	<b>File Date</b>	<b>Application No.</b>
HIRE ED SOLUTIONS word mark	UMA Education, Inc.	January 29, 2015	86518388