

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548732

| | | | |
|---|---|-----------------------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| American Career College, Inc. | | 11/08/2019 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of Montreal, as Agent | | |
| Street Address: | 115 South LaSalle Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | Bank: CANADA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3208284 | AMERICAN CAREER COLLEGE | |
| Registration Number: | 3210986 | AMERICAN CAREER COLLEGE | |
| Serial Number: | 77765348 | AMERICAN CAREER COLLEGE EST. 1978 | |
| Serial Number: | 77726847 | AMERICAN CAREER COLLEGE | |
| Serial Number: | 77632060 | ONE CHANGE CHANGES EVERYTHING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8888298519 | | |
| <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) 288-3586 | | |
| Email: | CLS-ResultsChicagoUCC@wolterskluwer.com | | |
| Correspondent Name: | Nancy Helm Brown | | |
| Address Line 1: | 2929 Allen Pkwy | | |
| Address Line 2: | Suite 3300 | | |
| Address Line 4: | Houston, TEXAS 77019 | | |
| NAME OF SUBMITTER: | Diandra M. LaMantia | | |
| SIGNATURE: | /Diandra M. LaMantia/ | | |
| DATE SIGNED: | 11/08/2019 | | |
| Total Attachments: 6 | | | |

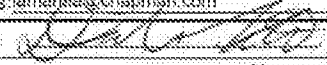
OP \$140.00 3208284

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

| | |
|---|---|
| 1. Name of conveying party(ies): American Career College, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: California <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: Bank of Montreal, as Agent Street Address: 115 South LaSalle Street City: Chicago State: Illinois Country: USA Zip: 60603 <input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other: Bank Citizenship: Canada If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) |
| 3. Nature of conveyance/Execution Date(s) : Execution Date(s) November 8, 2019 <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ | 4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) Text None B. Trademark Registration No.(s) 3,208,284; 3,210,986; 771765,348; 771726,847; 771632,080 Additional sheets(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): |

| | |
|--|---|
| 5. Name & address of party to whom correspondence concerning document should be mailed: Name: Diandra M. LaMantia Internal Address: Chapman and Cutler LLP Street Address: 111 West Monroe Street City: Chicago State: Illinois Zip: 60603 Phone Number: 312-645-3274 Docket Number: _____ Email Address: lamantia@chapman.com | 6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: Deposit Account Number _____ Authorized User Name _____ |
| 9. Signature:  for Chapman and Cutler LLP Signature Diandra M. LaMantia, Project Assistant Name of Person Signing | Date November 8, 2019 Total number of pages including cover sheet, attachments, and document: 6 |

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK COLLATERAL AGREEMENT

This 8th day of November, 2019, AMERICAN CAREER COLLEGE, INC., a California corporation ("*Debtor*") with its principal place of business and mailing address at 151 Innovation Drive, Irvine, California 92617, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pledges to BANK OF MONTREAL ("*BMO*"), a Canadian chartered bank, acting through its Chicago Branch, with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of November 8, 2019 (as the same may from time to time be amended, modified or restated, including supplements thereto, the "*Security Agreement*") among the Debtor, the other debtors party thereto and Agent.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

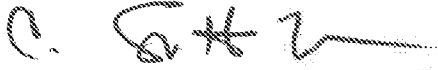
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the pledge and security interest in the trademarks, trademark registrations, and

trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. Capitalized terms used herein, but not otherwise defined herein, shall have the meanings assigned to them in the Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AMERICAN CAREER COLLEGE, INC.

By 
Name: Charles Scott Mehlberger
Title: Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AMERICAN CAREER COLLEGE, INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By _____
Name: J.M. Junior DelBrocco
Title: Senior Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

| MARKS | REG. NO. | REGISTERED ON |
|---|------------|---------------|
| American Career College (name) | 3,208,284 | 2/13/07 |
| American Career College (seal) | 3,210,986 | 2/20/07 |
| American Career College (seal) | 77/765,348 | 7/13/10 |
| American Career College (logo (red flag)) | 77/726,847 | 12/29/09 |
| “One Change Changes Everything” (ACC tag line) | 77/632,060 | 10/27/09 |

PENDING FEDERAL TRADEMARK APPLICATIONS

None.