

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IEC CORPORATION		12/17/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC		
Street Address:	225 W. Washington St.		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5520702	FCC	
Registration Number:	5900509	FLORIDA CAREER COLLEGE	
Registration Number:	5618499		
Registration Number:	5587589	UNITED EDUCATION INSTITUTE	
Registration Number:	5923740	INTERNATIONAL EDUCATION CORPORATION	
Registration Number:	5938786	UNITED EDUCATION INSTITUTE	
Registration Number:	4824989	UEI UNITED EDUCATION INSTITUTE	
Registration Number:	5410495	U.S. COLLEGES	
Registration Number:	4820730	WE PUT U FIRST	
Registration Number:	4037953	FCC FLORIDA CAREER COLLEGE	
Registration Number:	3647335	UEI COLLEGE	
Registration Number:	3647336	UEI COLLEGE	
Registration Number:	3647337	UEI COLLEGE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		

OP \$340.00 5520702

Email: Ted.mulligan@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 12/20/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2021, made by each of the undersigned grantors (the "Grantor"), in favor of ALTER DOMUS (US) LLC, in its capacity as Administrative Agent.

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of December 17, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement (this "Trademark Security Agreement");

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and continuing security interest in and to all right, title and interest of such Grantor in, to and under all the following Collateral of the Grantor (but, for the avoidance of doubt, excluding any Excluded Asset (as defined in the Guarantee and Collateral Agreement)) (collectively, "Trademark Collateral"):

- (a) Trademarks of the Grantor, including those listed on Schedule I attached hereto (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an "Amendment to Allege Use" or a "Statement of Use" under Sections 1(c) and 1(d) of said Act has been filed in, and accepted by, the PTO);
- (b) all goodwill associated with such Trademarks (other than Excluded Asset); and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the repayment in full of all Obligations (other than indemnification and reimbursement obligations for which no claim has been made), in accordance with the terms of the Guarantee and Collateral Agreement the Administrative Agent shall execute, acknowledge, and deliver to the Grantor, at the Grantor's expense, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts; Etc. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. The provisions of Section 9.13 of the Credit Agreement are incorporated herein, mutatis mutandis.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

IEC CORPORATION

By: 

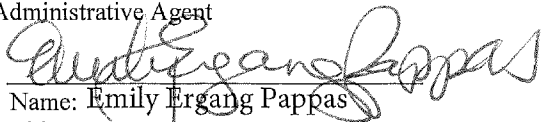
Name: Fardad Fateri

Title: Chief Executive Officer and President

Accepted and Agreed:

ALTER DOMUS (US) LLC,
as Administrative Agent

By:



Name: Emily Ergang Pappas


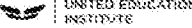


Title: Head of Legal, North America



[IEC – Trademark Security Agreement]

TRADEMARK
REEL: 007536 FRAME: 0259

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	TRADEMARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
IEC CORPORATION	FCC	87446346	05/11/2017	5520702	07/17/2018
IEC CORPORATION	FLORIDA CAREER COLLEGE	88121550	09/18/2018	5900509	11/05/2019
IEC CORPORATION	Wing Design 	87566021	08/11/2017	5618499	11/27/2018
IEC CORPORATION	UNITED EDUCATION INSTITUTE	87566036	08/11/2017	5587589	10/16/2018
IEC CORPORATION	INTERNATIONAL EDUCATION CORPORATION	87446374	05/11/2017	5923740	12/03/2019
IEC CORPORATION	WING AND UNITED EDUCATION INSTITUTE and Design 	87836191	03/15/2018	5938786	12/17/2019
IEC CORPORATION	UEI UNITED EDUCATION INSTITUTE 	86341688	07/18/2014	4824989	10/06/2015
IEC CORPORATION	U.S. COLLEGES	87340971	02/17/2017	5410495	02/27/2018
IEC CORPORATION	WE PUT U FIRST	86341740	07/18/2014	4820730	09/29/2015
IEC CORPORATION	FCC FLORIDA CAREER COLLEGE 	85253019	02/28/2011	4037953	10/11/2011
IEC CORPORATION	UEI COLLEGE	77631915	12/12/2008	3647335	06/30/2009

OWNER	TRADEMARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
IEC CORPORATION	UEI COLLEGE 	77631917	12/12/2008	3647336	06/30/2009
IEC CORPORATION	UEI COLLEGE 	77631918	12/12/2008	3647337	06/30/2009

Trademark Applications:

None.