

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pennsylvania Higher Education Assistance Agency		12/15/2008	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	249 Fifth Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	Bank:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	77395637	EDUCATIONPLANNER
Registration Number:	3414661	AES
Registration Number:	3414652	PHEAA
Registration Number:	3309881	BE NEXT.
Registration Number:	2573754	YOUCANDEALWITHIT.COM
Registration Number:	2659416	PHEAA MENTOR
Registration Number:	3296272	BIG BRAIN
Registration Number:	3438773	NETWORK CONSOLIDATION
Registration Number:	3425081	AESPLUS
Registration Number:	3400543	AESSTAFFORD
Registration Number:	2829532	AES SUCCESS
Registration Number:	2814735	PHEAA
Registration Number:	2639418	
Registration Number:	2909462	

CH \$415.00 77395637

Registration Number:	2706501	FOR SUCCESS
Registration Number:	2646373	ONELINK

CORRESPONDENCE DATA

Fax Number: (412)562-1041
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 412-562-1637
Email: vicki.cremonese@bipc.com
Correspondent Name: Michael L. Dever
Address Line 1: 301 Grant Street
Address Line 2: 20th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0011046-301676
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	12/22/2008

Total Attachments: 23
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of December 15, 2008 is entered into by and between PENNSYLVANIA HIGHER EDUCATION ASSISTANCE AGENCY, a body corporate and politic constituting a public corporation and government instrumentality of the Commonwealth of Pennsylvania (the "Pledgor"), and PNC BANK, NATIONAL ASSOCIATION, as Agent for the Banks referred to below (the "Agent").

WHEREAS, pursuant to that certain Credit Agreement dated February 23, 2007, as amended by that Waiver and First Amendment to Credit Agreement of even date herewith (as the same may further be amended, restated, modified or supplemented, the "Credit Agreement") by and among the Pledgor, the Banks now or hereafter party thereto (the "Banks"), and the Agent, Agent and the Banks have agreed to provide certain loans to the Pledgor, and the Pledgor has agreed, among other things, to grant a security interest to the Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Pennsylvania as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business arising out of the patents, trademarks and copyrights.

2. "Debt" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of Pledgor to the Agent, the Banks, or any Affiliate of any Bank under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of the Pledgor to the Agent, the Banks, or any Affiliate of any Bank, now existing or hereafter incurred

under the Credit Agreement or the Notes or any related Guaranty or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and, with respect to the foregoing, including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of Pledgor with respect to any one or more Letters of Credit issued by Agent or any Banks; (iii) all indebtedness, loans, obligations, expenses and liabilities of Pledgor to the Agent or any of the Banks, or any Affiliate of any Bank, arising out of any Bank-Provided Interest Rate Hedge pursuant to the Credit Agreement; and (iv) any sums advanced by the Agent or the Banks or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations, to the extent permitted by law, under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Debt.

3. To secure the full payment and performance of all Debt, Pledgor hereby grants, and conveys a security interest to Agent in the entire right, title and interest of Pledgor in and to all of its Patents, Trademarks and Copyrights.

4. Pledgor covenants and warrants that:

(a) Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(b) Pledgor will not change its state of formation or organization, as applicable without providing thirty (30) days prior written notice the Agent;

(c) Pledgor will not change its name without providing thirty (30) days prior written notice to the Agent; and

(d) subject to the terms of the Credit Agreement, Pledgor shall preserve its existence and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not Pledgor, or (ii) sell all or substantially all of its assets.

5. The Agent and the Banks, or any of the them, may, in their sole discretion, elect to enforce this Agreement against Pledgor.

6. Pledgor agrees that, until all of the Debt shall have been indefeasibly satisfied in full, the Commitments have terminated and the Letters of Credit have expired, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Pledgor's obligations under this Agreement, without Agent's prior written consent which shall not be unreasonably withheld except Pledgor may license technology in the ordinary course of business without the Agent's consent and may license or otherwise commercialize COMPASS or other Related Applications (as such terms are described in Schedule B) on such terms and conditions as Pledgor deems in good faith to be appropriate.

7. If, before the Debt shall have been indefeasibly satisfied in full and the Commitments have terminated and the Letters of Credit have expired, Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and Pledgor shall give to Agent prompt notice thereof in writing. Pledgor and Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

8. Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to the Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

9. If any Event of Default shall have occurred and be continuing, Pledgor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent, as Agent may select in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

10. Upon closing, Pledgor shall execute a conditional assignment in the form attached hereto as Exhibit 1 which shall be held in escrow by the Agent. If any Event of Default shall have occurred and be continuing and upon delivery of written notice to Pledgor of the effectiveness of the assignment, Pledgor hereby authorizes and empowers Agent to release such conditional assignment from escrow and record such conditional assignment in the appropriate filing offices necessary for Agent to own and use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Pledgor hereby ratifies all that Agent shall lawfully do or cause to be done by virtue hereof.

11. At such time as Pledgor shall have indefeasibly paid in full all of the Debt and the Commitments shall have terminated and the Letters of Credit have expired, this Agreement shall terminate and Agent shall execute and deliver to Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto.

12. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall, to the extent permitted by law, be borne and paid by Pledgor within fifteen (15) days of demand by Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement.

13. Pledgor shall have the duty, through counsel reasonably acceptable to Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending

as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full and the Commitments shall have terminated, and the Letters of Credit have expired, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Pledgor. Pledgor shall not abandon any Patent, Trademark or Copyright without the consent of Agent, which shall not be unreasonably withheld.

14. Pledgor shall have the right, with the consent of Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Agent, if necessary, as a party to such suit so long as Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. To the extent permitted by law, Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable legal fees, incurred by Agent as a result of such suit or joinder by Pledgor. Nothing herein shall be read, interpreted, or construed as a waiver of the sovereign immunity of the Commonwealth of Pennsylvania, including as it may be determined to extend to the Pledgor.

15. No course of dealing between Pledgor and Agent, nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently but without duplication of recovery.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

20. This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.

21. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Pledgor acknowledges and agrees that a telecopy transmission to the Agent or any Bank of the signature pages hereof purporting to be signed on behalf of Pledgor shall constitute effective and binding execution and delivery hereof by Pledgor.

22. EXCEPT AS PROHIBITED BY LAW, PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

23. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 10.6 [Notices] of the Credit Agreement.

24. Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the other Loan Documents, because the Agent's remedies at law for failure of Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the Pledged Collateral, (ii) to receive the various notifications Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Pledged Collateral, (iv) to enforce the provisions hereof pursuant to which the Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, Pledgor agrees that each such provision hereof may be specifically enforced.

25. Notwithstanding any provisions of this Agreement to the contrary, the interest granted to the Agent under this Agreement is intended to be a pledge and a security interest only.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**[SIGNATURE PAGE 1 OF 2 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

**PENNSYLVANIA HIGHER EDUCATION
ASSISTANCE AGENCY**

By: James L. Preston
Name: James L. Preston
Title: President & CEO


[SIGNATURE PAGE 2 OF 2 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: Marie J. Boyer
Name: Marie T. Boyer
Title: Senior Vice President

**PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT
BETWEEN
PENNSYLVANIA HIGHER EDUCATION ASSISTANCE AGENCY
AND
PNC BANK, NATIONAL ASSOCIATION**

Approved as to form and legality
this 15th day of December, 2008



PHEAA General Counsel

Commonwealth of Pennsylvania
Office of Attorney General
December 15, 2008

Subject: Contract 20081656-01-07
FNC BANK NATIONAL ASSOCIATION

To: JASON L. SWARTLEY
CHIEF COUNSEL
PENNSYLVANIA HIGHER EDUCATION ASSISTANCE AGENCY

From: Robert A. Mulle *RAM*
Chief Deputy Attorney General
Legal Review Section, Harrisburg
Office of Attorney General

The above-referenced contract has been approved by memorandum for form and legality pursuant to the Commonwealth Attorneys Act, 71 P.S. Section 732.101 et seq.

No approval or opinion is offered as to the manner of execution if the document was submitted in proposed form. No approval or opinion is offered concerning any document referenced but not submitted or any events or other occurrences giving rise to the contract's creation or submission. Our review does not extend to compliance with the laws of other jurisdictions. To the extent, if any, that such other laws may be applicable to the making or performance of the contract in any respect, the agency may want to consult with counsel in that jurisdiction.

1. WAIVER AND FIRST AMENDMENT TO CREDIT AGREEMENT
2. SECURITY AGREEMENT
3. PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT
4. CONDITIONAL ASSIGNMENT OF INTELLECTUAL PROPERTY
5. OPEN END MORTGAGE AND SECURITY AGREEMENT/ASSIGNMENT OF RENTS
6. HAZARDOUS MATERIALS CERTIFICATE AND INDEMNITY AGREEMENT
7. ASSIGNMENT OF LEASES AND RENTS

RAM /jmn
CC:

EXHIBIT 1

CONDITIONAL ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS CONDITIONAL ASSIGNMENT is made this _____ day of _____, 2008, by and between PENNSYLVANIA HIGHER EDUCATION ASSISTANCE AGENCY, a body corporate and politic constituting a public corporation and government instrumentality of the Commonwealth of Pennsylvania (the "Assignor"), and PNC BANK, NATIONAL ASSOCIATION, as Agent for the Banks referred to below (the "Assignee").

WHEREAS, pursuant to that certain Credit Agreement dated February 23, 2007, as amended by that Waiver and First Amendment to Credit Agreement of even date herewith (as the same may further be amended, restated, modified or supplemented, the "Credit Agreement") by and among the Assignor as pledgor, the Banks now or hereafter party thereto (the "Banks"), and the Assignee, Assignee and the Banks have agreed to provide certain loans to the Assignor, and the Assignor has agreed, among other things, to grant a security interest to the Assignee in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

WHEREAS, on even date herewith, the Assignor entered into a Patent, Trademark and Copyright Security Agreement (the "Security Agreement") with Assignee as Agent for the Banks, pursuant to which the Assignor granted to the Assignee a security interest in and to the Patents, Trademarks and Copyrights defined therein.

WHEREAS, pursuant to such Security Agreement, Assignor has agreed to enter into this Conditional Assignment of Intellectual Property to be held in escrow by the Assignee until such time as there may be an Event of Default.

NOW, THEREFORE, subject to the conditions set forth below, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Assignor does hereby assign unto Assignee (free and clear of all liens, claims, charges, actions, security interests and encumbrances), all of Assignor's right, title and interest in and to the Patents, Trademarks and Copyrights, including those listed on Schedule A hereto, together with the goodwill of the business symbolized by the Trademarks, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

THIS CONDITIONAL ASSIGNMENT OF INTELLECTUAL PROPERTY IS EXPRESSLY CONDITIONED ON AND SUBJECT TO AND WILL NOT BE EFFECTIVE UNTIL ALL TERMS, PROVISIONS AND CONDITIONS IN THAT CERTAIN PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT OF EVEN DATE HERewith, BETWEEN PENNSYLVANIA HIGHER EDUCATION ASSISTANCE AGENCY AND PNC BANK, NATIONAL ASSOCIATION, AS AGENT FOR THE BANKS, HAVE BEEN MET, INCLUDING, WITHOUT LIMITATION, THE OCCURRENCE OF AN EVENT OF DEFAULT AND ASSIGNEE'S DELIVERY OF WRITTEN NOTICE TO

ASSIGNOR OF THE EFFECTIVENESS OF THE ASSIGNMENT CONTEMPLATED
HEREBY.

IN WITNESS WHEREOF, Assignor and Assignee have hereunto set their hands and
seals as of the _____ day of _____, 2008.

ASSIGNOR:

**PENNSYLVANIA HIGHER EDUCATION
ASSISTANCE AGENCY**

By: _____
Name:
Title

ASSIGNEE:

**PNC BANK, NATIONAL ASSOCIATION,
as Agent**

By: _____
Name:
Title:

**Patent, Trademark and Copyright Security Agreement
SCHEDULE A (List of PHEAA Intellectual Property)**

TRADEMARKS

The following constitute the trademarks (including service marks made by and/or owned by PHEAA including common law trademarks owned by PHEAA. PHEAA's ownership interest in the following may be limited by PHEAA's contractual licensing of these marks to PHEAA business partners and to the extent such marks are claimed, in whole or part, to be owned by the Commonwealth of Pennsylvania and/or the United States Department of Education¹:

SERVICE MARK	USPTO REGISTRATION #	REGISTRATION DATE
EDUCATIONPLANNER	77/395,637	Pending
AES	3,414,661	04/22/2008
PHEAA	3,414,652	04/22/2008
BE NEXT.	3,309,881	10/09/2007
YOUCANDEALWITHIT.COM	2,573,754	05/28/2008
PHEAA MENTOR	2,659,416	12/10/2002
BIG BRAIN	3,296,272	09/25/2007
NETWORK CONSOLIDATION	3,438,773	06/03/2008
AESPLUS	3,425,081	05/13/2008
AESSTAFFORD	3,400,543	03/25/2008
AES SUCCESS	2,829,532	04/06/2004
PHEAA	2,814,735	02/17/2004
[DESIGN]	2,639,418	10/22/2002
[DESIGN]	2,909,462	12/14/2004
FOR SUCCESS	2,706,501	04/15/2003
ONELINK	2,646,373	11/05/2002

¹ Pursuant to confidential court approved settlement agreement, PHEAA is legally precluded from using and/or continuing the registration of the following marks: PHEAA Mentor Serial No. 76/356,130; AES Mentor Serial No. 76/356,129; Delaware Mentor Serial No. 76/354,747; HBCU Mentor Serial No. 76/354,743; West Virginia Mentor Serial No. 76/354,350.

COPYRIGHT

The following constitute the copyrights, registered or unregistered, owned by or assigned to PHEAA, and all exclusive licenses to PHEAA from third parties to use copyrights owned by such third parties, including, the registrations, applications and exclusive licenses listed below, as limited to the extent such copyrights are claimed, in whole or part, to be owned by the Commonwealth of Pennsylvania and/or the United States Department of Education:

TITLE	US COPYRIGHT OFFICE NUMBER	PUBLICATION DATE
Uniform methodology need analysis and packaging handbook / PHEAA, Pennsylvania Higher Education Assistance Agency	TX0000921753	04/28/1982
PHEAA aid packaging system	TXu000272174	03/09/1987
PAIS	TXu000215823	09/26/1985
Keys	TXu000205796	07/08/1985
OneLINK loan guaranty system: lender/servicer user manual	TX0005249817	03/31/2000
OneLINK loan guaranty system school user manual	TX0005233698	03/08/2000
PersonalLINK	TX0004608160	04/01/1983
DirectLINK	TX0004607806	04/01/1983
Loan application processing: procedures manual	TX0004410949	07/26/1996
PHEAA creating access to education	TX0004360335	04/04/1996
Pennsylvania Higher Education Assistance Agency Student Loan Servicing Center procedures manual	TX0000921308	04/27/1982

PATENTS

PHEAA has no patents registered or patent applications pending with the United States Patent and Trademark Office.

DOMAIN NAMES

The following constitute the domain names registered to PHEAA as limited to the extent such domain names are claimed, in whole or part, to be owned by the Commonwealth of Pennsylvania and/or the United States Department of Education:

NAME	REGISTRATION EXPIRES
aesalec.com	5/19/2012
aesalec.net	5/19/2012
aesalec.org	5/19/2012
aesbenext.com	6/30/2013
aesbenext.net	6/30/2013
aesbenext.org	6/30/2013
aesconsolidation.com	1/8/2011
aesconsolidation.net	2/9/2013
aesconsolidation.org	2/9/2013
aesecommerce.com	2/3/2013
aesecommerce.net	2/3/2013
aesecommerce.org	2/3/2013
aesloan.com	2/3/2013
aesloans.com	1/2/2013
aesloans.net	1/2/2013
aesloans.org	1/2/2013
aespheaa.net	9/1/2012
aespheaa.org	9/1/2012
aessucces.com	1/17/2012
aessucces.net	1/17/2012
aessucces.org	1/17/2012
aessuccess.biz	5/8/2011
aessuccess.com	8/17/2012
aessuccess.net	8/17/2012
aessuccess.org	8/17/2012
aestranscripts.com	2/23/2013
aestranscripts.net	2/23/2013
aestranscripts.org	2/23/2013
aesuccess.org	10/3/2010

NAME	REGISTRATION EXPIRES
alternativeloansonline.com	3/28/2013
alternativeloansonline.net	3/28/2013
alternativeloansonline.org	3/28/2013
altloansonline.com	3/28/2013
altloansonline.net	3/28/2013
altloansonline.org	3/28/2013
americaneducationsservice.com	10/17/2010
americaneducationsservice.net	10/17/2010
americaneducationsservice.org	10/17/2010
americaneducationsservices.com	5/12/2011
americaneducationsservices.net	1/2/2013
americaneducationsservices.org	1/2/2013
ashe-cpphe.com	1/21/2013
ashe-cpphe.net	1/21/2013
ashe-cpphe.org	1/21/2013
askalec.net	5/19/2012
askalec.org	5/19/2012
assuccess.com	12/8/2010
benext.org	5/19/2012
campuschamps.com	6/14/2011
campuschamps.net	6/14/2011
campuschamps.org	6/14/2011
continueyoureducationpa.com	7/15/2013
continueyoureducationpa.net	7/15/2013
continueyoureducationpa.org	7/15/2013
edplanner.com	3/10/2013
edplanner.net	3/10/2013
edplanner.org	3/10/2013
educacionalta.com	10/31/2012
educacionalta.net	10/31/2012
educacionalta.org	10/31/2012
educacionsuperior.com	11/5/2011
educacionsuperior.net	1/16/2013
educacionsuperior.org	1/16/2013

NAME	REGISTRATION EXPIRES
educationgain.com	8/21/2012
educationgain.net	8/21/2012
educationgain.org	8/21/2012
educationplanner.com	12/17/2012
educationplanner.net	12/17/2012
educationplanner.org	12/17/2012
furtheryoureducation.com	10/24/2010
furtheryoureducation.net	10/24/2010
furtheryoureducation.org	10/24/2010
futureinnursing.com	11/19/2011
futureinnursing.net	11/19/2011
futureinnursing.org	11/19/2011
futuresinnursing.com	11/19/2011
futuresinnursing.net	11/19/2011
futuresinnursing.org	11/19/2011
hedf.com	1/8/2012
hedf.net	1/8/2012
hedf.org	1/8/2012
hefn.net	10/22/2012
higheredfoundation.com	11/6/2010
higheredfoundation.net	11/6/2010
higheredfoundation.org	11/6/2010
highereducationfoundation.com	11/7/2011
highereducationfoundation.net	11/7/2011
highereducationfoundation.org	11/7/2011
meetalec.com	5/19/2012
meetalec.net	5/19/2012
meetalec.org	5/19/2012
newsweb.org	2/24/2013
nursinginpa.com	11/19/2011
nursinginpa.net	11/19/2011
nursinginpa.org	11/19/2011
pahigheredfoundation.com	1/3/2012
pahigheredfoundation.net	1/3/2012

NAME	REGISTRATION EXPIRES
pahigheredfoundation.org	1/3/2012
pahighereducationfoundation.com	1/3/2012
pahighereducationfoundation.net	1/3/2012
pahighereducationfoundation.org	1/3/2012
pasfaa.com	10/20/2012
pasfaa.net	10/20/2012
pasfaa.org	8/27/2012
payingitback.com	4/27/2011
payingitback.net	4/27/2011
payingitback.org	4/27/2011
pennsylvaniahigheredfoundation.com	1/3/2012
pennsylvaniahigheredfoundation.net	1/3/2012
pennsylvaniahigheredfoundation.org	1/3/2012
pennsylvaniahighereducationfoundation.com	1/3/2012
pennsylvaniahighereducationfoundation.net	1/3/2012
pennsylvaniahighereducationfoundation.org	1/3/2012
pheaa.com	3/28/2011
pheaa.net	8/17/2012
pheaa.org	9/14/2012
pheaaaes.com	9/1/2012
pheaaaes.net	9/1/2012
pheaaaes.org	9/1/2012
prioritysolutionsdevelopment.com	3/28/2013
prioritysolutionsdevelopment.net	3/28/2013
prioritysolutionsdevelopment.org	3/28/2013
sixmonthsgrace.com	9/18/2012
sixmonthsgrace.net	9/18/2012
sixmonthsgrace.org	9/18/2012
studentloanrebate.net	10/23/2012
studentloanrebate.org	10/23/2012
studentloanrebates.com	2/20/2012
studentloanrebates.net	2/20/2012
studentloanrebates.org	2/20/2012
studentloans2006.com	4/17/2012

NAME	REGISTRATION EXPIRES
studentloans2006.net	4/17/2012
studentloans2006.org	4/17/2012
uheaaonelink.com	4/25/2011
uheaaonelink.net	4/25/2011
uheaaonelink.org	4/25/2011
unionscholarships.net	9/17/2010
westvirginiaedplanner.com	9/28/2010
westvirginiaedplanner.net	9/28/2010
westvirginiaedplanner.org	9/28/2010
westvirginiaeducationplanner.com	9/28/2010
westvirginiaeducationplanner.net	9/28/2010
westvirginiaeducationplanner.org	9/28/2010
wvedplanner.com	9/28/2010
wvedplanner.net	9/28/2010
wvedplanner.org	9/28/2010
wveducationplanner.com	9/28/2010
wveducationplanner.net	9/28/2010
wveducationplanner.org	9/28/2010
ycdwi.com	2/20/2012
ycdwi.net	2/20/2012
ycdwi.org	2/20/2012
youcandealwithit.com	12/21/2012
youcandealwithit.net	12/21/2012
youcandealwithit.org	12/21/2012

PHEAA SOFTWARE

PHEAA proprietary software COMPASS system and OneLINK system, mainframe-based decision support tools that are comprised of modules that store information in tables. These systems are utilized by PHEAA, as well as multiple clients of PHEAA that include lending institutions, academic institutions, and other higher education servicing agencies. Each PHEAA client's data is physically separated, monitored, and secured. Both systems were developed in-house and are maintained by PHEAA. PHEAA's ownership interest in the software is subject to potential ownership claims of the United States Department of Education and/or the Commonwealth of Pennsylvania. Additionally, PHEAA is currently working with IBM to document PHEAA's use of an IBM product within the software.

COMPASS

The COMPASS system is used for full servicing of student loans for PHEAA's external clients, as well as PHEAA-owned assets. The system is used to perform activities related to the student loan life cycle. These activities include origination, asset acquisition and conversion, consolidation, customer service, grace period processing, billing and repayment, account adjustment, collections, claims, and cure processing. Regulations and other loan program information are stored in tables, which allow for control and easy modification. The COMPASS Application consists of 28.3 million lines of COBOL code. The system is made up of 1,608 online CICS modules; 1020 back-end batch processes; 312 Netron Fusion frames and 438 SAS Reporting Modules. The COMPASS batch schedule runs 300-350 production jobs nightly.

The COMPASS System is comprised of the following major subsystems:

- Common Modules (Demographics, Queuing)
- Loan Origination (Process Applications, School Certificates, Disbursements, etc.)
- Loan Consolidation and Origination (Process Apps and LVCs, Disb, etc.)
- Asset Acquisition (Portfolio Conversions)
- Loan Servicing (Repayment Processing, Adjustments, Billing)
- Due Diligence (Delinquency Monitoring, Claims Reporting)
- End-of-Month (Management Reports, 799 Reporting)

OneLINK

OneLINK is a centralized decision support tool that provides a financial aid delivery process to exchange data, access borrower accounts, and report information based on users' needs. OneLINK interfaces with imaging, predictive dialer, interactive voice response, remittance processing, and letter-writing systems and integrates with loan origination and servicing systems. The OneLINK Application consists of 6.4 million+ lines of COBOL code. The system is made up of 462 online CICS modules; 418 online CICS maps; 425 back-end batch processes; 1048 Applications frames; and 546 Database, Architecture & Framework frames. The OneLINK batch schedule consists of 311 production jobs; 130-160 of those jobs are run nightly.

The OneLINK system is used for guaranty and default processing, which are accomplished through three subsystems:

- Loan Guaranty - Creates, screens and guarantees student loan records. (Application Processing, School Certifications, Commonline, CAM, NSLDS, etc.)
- Asset Management – Processes defaults, claims and payments. This subsystem also includes a queuing/skiptrace function that is used to maintain current address information on all borrowers and tracks borrowers who can not be located. (Preclaim Processing, Claim Processing, Repayment Processing, Garnishment, Litigation, Form 2000, etc.)
- Common Modules - Maintain and provide support to the Guaranty and Asset Management subsystems (Letterwriter, Demographics, Queuing, Institutions, Skiptracing, etc.)

Data Processing Environment

The data processing environment is primarily supported by an IBM System Z10 mainframe platform. The Mainframe computer supports the entire lifecycle of federal and private student loan programs from guaranty through origination, servicing and due diligence. The Agency's Mainframe computer has 15 processors, including Linux partitions used for web functionality

The IBM mainframe is supported by the following:

- z/OS operating system and related components
- Data Base 2 (DB2 relational data-base) with Statistical Analysis System (SAS) for reporting purposes
- Virtual Storage Access Method (VSAM) file management facility
- Transmission Control Protocol/Internet Protocol (TCP/IP)
- Advance Communications Facility/Virtual Telecommunication Access Method (ACF/VTAM)
- Interactive Systems Programming Support Facility (ISPF)
- Time Sharing Option (TSO)
- Customer Information Control System (CICS) Transaction Server

In addition, a variety of third-party vendor packages are utilized to support operations, software development, monitoring, job scheduling and management report generation requirements within the system environment.

Patent, Trademark and Copyright Security Agreement
SCHEDULE B (Certain Matters Relating to Software)

Pledgor's servicing system known as the Compass Student Loan Management System ("COMPASS") is a suite of applications developed over many years by Pledgor with the assistance of IBM Corporation ("IBM"), and consists of applications and other works referred to in the original documentation as Type I Materials and Type II Materials. In the development of COMPASS, an IBM architecture or tool known as APEX was utilized. Pledgor also used and modified APEX in developing additional applications (i) for origination and consolidation of loans which may be processed and serviced using COMPASS and (ii) for loan guaranty and default processing. COMPASS and the systems described in clauses (i) and (ii) of the preceding sentence will be referred to as the "Related Applications".

Pledgor makes no representation and warranties as to the Related Applications. Portions of the Related Applications may be owned by Pledgor or IBM under applicable patent or copyright laws, but have been used by Pledgor since their creation with no restriction or objection by IBM and no claim by IBM as to ownership or infringement. IBM and Pledgor are in the process of negotiating a written agreement to embody the foregoing arrangement. Pledgor makes no representation or warranty as to the ownership of APEX.