

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308277

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Assessment Technologies Institute, L.L.C.		05/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	900 World Trade Street		
<b>Internal Address:</b>	NC1-026-06-03		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 57</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3593850	EDUCATIONAL RESOURCES, INC.	
<b>Registration Number:</b>	3484241	4CAST	
<b>Registration Number:</b>	3487957	4CAST	
<b>Registration Number:</b>	4380664	ACHIEVE	
<b>Registration Number:</b>	4254959	ACTIVE STACK	
<b>Registration Number:</b>	2318631	AI ADVANCED INFORMATICS	
<b>Registration Number:</b>	3078542	ASSESSMENT TECHNOLOGIES INSTITUTE	
<b>Registration Number:</b>	3624280	ATI VIRTUAL TUTOR	
<b>Registration Number:</b>	3091102	ATI-PLAN	
<b>Registration Number:</b>	3442607	CAI	
<b>Registration Number:</b>	3438026	CAI COLLEGE ASSESSMENT INSTITUTE	
<b>Registration Number:</b>	3624408	C-MAP	
<b>Registration Number:</b>	3503347	COLLEGE ASSESSMENT INSTITUTE	
<b>Registration Number:</b>	3072774	CONTENT MASTERY SERIES	
<b>Registration Number:</b>	3720245	CURRICULUM MANAGEMENT & ARTICULATION PRO	
<b>Registration Number:</b>	4393687	DISCOVER	
<b>Registration Number:</b>	3267517	E*GME	
<b>Registration Number:</b>	2473727	E*VALUE	
<b>TRADEMARK</b>			

OP \$1440.00 3593850

Property Type	Number	Word Mark
Registration Number:	2329020	E*VALUE
Registration Number:	3736054	EXAMFX
Registration Number:	3323268	EXCPT
Registration Number:	3562640	FOCUSED REVIEW
Registration Number:	3383930	GENERAL EDUCATION OUTCOMES ASSESSMENT OF
Registration Number:	3383929	GOAL
Registration Number:	3996052	HOBET
Registration Number:	3535665	LPN/LVN REVIEW COURSE
Registration Number:	3955787	MOBILEMENTOR
Registration Number:	3303279	MYFOLIO
Registration Number:	1814110	N.A.S.M.
Registration Number:	1852654	N.A.S.M. NATIONAL ACADEMY OF SPORTS MEDI
Registration Number:	3442234	NASM
Registration Number:	3361018	NASM
Registration Number:	3346458	NATIONAL ACADEMY OF SPORTS MEDICINE
Registration Number:	3829884	NATIONAL HEALTHCAREER ASSOCIATION
Registration Number:	3873561	NHA NATIONAL HEALTHCAREER ASSOCIATION
Registration Number:	3048070	NURSELOGIC
Registration Number:	3560725	NURSE-O-METER
Registration Number:	4254960	NURSE'S TOUCH
Registration Number:	3084449	PN COMPREHENSIVE PREDICTOR
Registration Number:	3552761	PRERN
Registration Number:	3342586	PXDX CASE LOGGER
Registration Number:	3560726	QUEST
Registration Number:	3563897	QUEST
Registration Number:	4151311	REAL LIFE
Registration Number:	3072773	RN COMPREHENSIVE PREDICTOR
Registration Number:	3840590	SATURN LEARNING SOLUTIONS
Registration Number:	4143085	STUDENT SELECT
Registration Number:	4404863	TARGETED MEDICAL-SURGICAL
Registration Number:	3067448	TEAS
Registration Number:	3552760	THE HOBET HEALTH OCCUPATIONS BASIC ENTRA
Registration Number:	3571293	THE HOBET STUDY GUIDE
Registration Number:	3711496	THE NET (NURSE ENTRANCE TEST) EXAM
Registration Number:	3571292	THE NET STUDY GUIDE
Registration Number:	3563914	TOTAL TESTING
Registration Number:	3276805	VIRTUAL-ATI
Registration Number:	4010088	YOU MAY BEGIN
Registration Number:	4161265	EXAMFX

**TRADEMARK**

**CORRESPONDENCE DATA****Fax Number:** 7147558290

*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.*

**Phone:** 714-540-1235**Email:** ipdocket@lw.com**Correspondent Name:** Latham & Watkins LLP**Address Line 1:** 650 Town Center Drive, Suite 2000**Address Line 4:** Costa Mesa, CALIFORNIA 92626

<b>ATTORNEY DOCKET NUMBER:</b>	024700-0187
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<b>NAME OF SUBMITTER:</b>	Anna T Kwan
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<b>SIGNATURE:</b>	/atk/
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<b>DATE SIGNED:</b>	06/20/2014
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**Total Attachments: 12**

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## Trademark Security Agreement

Trademark Security Agreement, dated as of May 30, 2014, made by each of the undersigned grantors (individually, a "Grantor", and, collectively, the "Grantors"), in favor of BANK OF AMERICA, N.A., in its capacity as agent pursuant to the Credit Agreement (in such capacity, the "Agent").

### WITNESSETH:

Whereas, the Grantors are party to a Guaranty and Security Agreement dated as of May 30, 2014 (the "Security Agreement") in favor of the Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Grantor:

(a) all Trademarks of such Grantor, including those Trademarks listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

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 Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall control.


SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantors 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. 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.

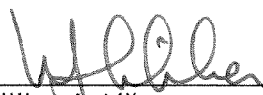
*[Signature page follows]*

IN WITNESS WHEREOF, each 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.


JONES & BARTLETT LEARNING, LLC

By:   
Name: William J. Aliber  
Title: Chief Financial Officer


EDUCATIONAL RESOURCES, INC.

By:   
Name: William J. Aliber  
Title: Chief Financial Officer

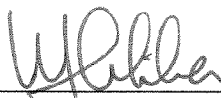
CLICKSAFETY.COM, INC.

By:   
Name: William J. Aliber  
Title: Chief Financial Officer

BOSTON REED COMPANY

By:   
Name: William J. Aliber  
Title: Chief Financial Officer

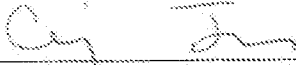
ASSESSMENT TECHNOLOGIES INSTITUTE,  
L.L.C.

By:   
Name: William J. Aliber  
Title: Chief Financial Officer

[Second Lien Trademark Security Agreement]

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.,  
as Agent



By:   
Name: Cindy Jordan  
Title: Assistant Vice President

[Second Lien Trademark Security Agreement]


**TRADEMARK**  
**REEL: 005306 FRAME: 0795**


**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

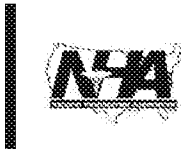

Assessment Technologies Institute, L.L.C.

<b>Trademark</b>	<b>App. No.</b> <b>App. Date</b>	<b>Reg. No.</b> <b>Reg. Date</b>	<b>Status</b>
EDUCATIONAL RE-SOURCES, INC.	77359018 24-DEC-2007	3593850 24-MAR-2009	Registered Section 2(F)
4CAST	77365519 07-JAN-2008	3484241 12-AUG-2008	Registered
4CAST 	77365547 07-JAN-2008	3487957 19-AUG-2008	Registered
ACHIEVE	85418005 08-SEP-2011	4380664 06-AUG-2013	Registered
ACTIVE STACK	85418014 08-SEP-2011	4254959 04-DEC-2012	Registered
AI ADVANCED INFORMATICS 	75589202 16-NOV-1998	2318631 15-FEB-2000	Registered
ASSESSMENT TECHNOLOGIES INSTITUTE	78375590 27-FEB-2004	3078542 11-APR-2006	Registered Section 2(F)
ATI VIRTUAL TUTOR	77427282 20-MAR-2008	3624280 19-MAY-2009	Registered
ATI-PLAN	78374847 26-FEB-2004	3091102 09-MAY-2006	Registered
CAI	78817682	3442607	Registered



<b>Trademark</b>	<b>App. No. App. Date</b>	<b>Reg. No. Reg. Date</b>	<b>Status</b>
	17-FEB-2006	03-JUN-2008	
CAI COLLEGE ASSESSMENT INSTITUTE  	78824591 27-FEB-2006	3438026 27-MAY-2008	Registered
C-MAP	77474802 15-MAY-2008	3624408 19-MAY-2009	Registered
COLLEGE ASSESSMENT IN- STITUTE	78898972 02-JUN-2006	3503347 16-SEP-2008	Registered Supplemental Regis- ter
CONTENT MASTERY SE- RIES	78375574 27-FEB-2004	3072774 28-MAR-2006	Registered Section 2(F)
CURRICULUM MANAGE- MENT & ARTICULATION PROGRAM	77469537 08-MAY-2008	3720245 01-DEC-2009	Registered Supplemental Regis- ter
DISCOVER	85656718 20-JUN-2012	4393687 27-AUG-2013	Registered
E*GME	77009617 28-SEP-2006	3267517 24-JUL-2007	Registered
E*VALUE	76112422 18-AUG-2000	2473727 31-JUL-2001	Renewed
E*VALUE	75646226 22-JAN-1999	2329020 14-MAR-2000	Renewed
EXAMFX	77643942 06-JAN-2009	3736054 12-JAN-2010	Registered
EXCPT	77106225 13-FEB-2007	3323268 30-OCT-2007	Registered

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
FOCUSED REVIEW	78899223 02-JUN-2006	3562640 13-JAN-2009	Registered
GENERAL EDUCATION OUTCOMES ASSESSMENT OF LEARNING	77034371 01-NOV-2006	3383930 19-FEB-2008	Registered
GOAL	77034341 01-NOV-2006	3383929 19-FEB-2008	Registered
HOBET	85013591 14-APR-2010	3996052 19-JUL-2011	Registered Section 2(F)
LPN/LVN REVIEW COURSE	77322543 06-NOV-2007	3535665 18-NOV-2008	Registered Supplemental Register
MOBILEMENTOR	77954703 09-MAR-2010	3955787 03-MAY-2011	Registered
MYFOLIO	77009545 28-SEP-2006	3303279 02-OCT-2007	Registered
N.A.S.M.	74251667 03-MAR-1992	1814110 28-DEC-1993	Renewed
N.A.S.M. NATIONAL ACADEMY OF SPORTS MEDICINE 	74153282 02-APR-1991	1852654 06-SEP-1994	Renewed
NASM	78482701 13-SEP-2004	3442234 03-JUN-2008	Registered
NASM	78979215 13-SEP-2004	3361018 25-DEC-2007	Registered
NATIONAL ACADEMY OF SPORTS MEDICINE	78482735	3346458	Registered Supplemental Register

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
	13-SEP-2004	27-NOV-2007	ter
NATIONAL HEALTHCAREER ASSOCIATION	85012400 13-APR-2010	3829884 03-AUG-2010	Registered Supplemental Register
NHA NATIONAL HEALTHCAREER ASSOCIATION 	85012401 13-APR-2010	3873561 09-NOV-2010	Registered
NURSELOGIC	76619924 09-NOV-2004	3048070 24-JAN-2006	Registered
NURSE-O-METER	77488464 02-JUN-2008	3560725 13-JAN-2009	Registered
NURSE'S TOUCH	85418026 08-SEP-2011	4254960 04-DEC-2012	Registered
PN COMPREHENSIVE PREDICTOR	78375579 27-FEB-2004	3084449 25-APR-2006	Registered Section 2(F)
PRERN	77314083 26-OCT-2007	3552761 30-DEC-2008	Registered Section 2(F)
PXDX CASE LOGGER	77009720 28-SEP-2006	3342586 27-NOV-2007	Registered
QUEST	77488488 02-JUN-2008	3560726 13-JAN-2009	Registered
QUEST 	77488510 02-JUN-2008	3563897 20-JAN-2009	Registered


<b>Trademark</b>	<b>App. No. App. Date</b>	<b>Reg. No. Reg. Date</b>	<b>Status</b>
REAL LIFE	85262413 09-MAR-2011	4151311 29-MAY-2012	Registered
RN COMPREHENSIVE PRE- DICTOR	78375572 27-FEB-2004	3072773 28-MAR-2006	Registered
SATURN LEARNING SOLU- TIONS	77904453 04-JAN-2010	3840590 31-AUG-2010	Registered
STUDENT SELECT	77886044 04-DEC-2009	4143085 15-MAY-2012	Registered
TARGETED MEDICAL- SURGICAL	85070560 24-JUN-2010	4404863 17-SEP-2013	Registered Supplemental Regis- ter
TEAS	78375578 27-FEB-2004	3067448 14-MAR-2006	Registered
THE HOBET HEALTH OC- CUPATIONS BASIC EN- TRANCE TEST	77314080 26-OCT-2007	3552760 30-DEC-2008	Registered Section 2(F)
THE HOBET STUDY GUIDE	77314079 26-OCT-2007	3571293 10-FEB-2009	Registered Section 2(F)
THE NET (NURSE EN- TRANCE TEST) EXAM	77684119 05-MAR-2009	3711496 17-NOV-2009	Registered Section 2(F)
THE NET STUDY GUIDE	77314076 26-OCT-2007	3571292 10-FEB-2009	Registered Section 2(F)
TOTAL TESTING	77489537 03-JUN-2008	3563914 20-JAN-2009	Registered
VIRTUAL-ATI	78612237 19-APR-2005	3276805 07-AUG-2007	Registered
YOU MAY BEGIN	77925104	4010088	Registered

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
	01-FEB-2010	09-AUG-2011	
EXAMFX	85456969 26-OCT-2011	4161265 19-JUN-2012	Registered


Boston Reed Company




Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
BOSTON REED	78472564 24-AUG-2004	3040661 10-JAN-2006	Registered

Clicksafety.com, Inc.

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
CLICKSAFETY	78005545	2594369	Renewed
 CLICKSAFETY	25-APR-2000	16-JUL-2002	
CLICKSAFETY	75870391	2523328	Renewed
	23-DEC-1999	25-DEC-2001	
SAFETY PASSPORT	85829791	4402920	Registered
	23-JAN-2013	17-SEP-2013	

Jones & Bartlett Learning, LLC

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
	78559700	3135103	Registered
	03-FEB-2005	29-AUG-2006	

<b>Trademark</b>	<b>App. No. App. Date</b>	<b>Reg. No. Reg. Date</b>	<b>Status</b>
EMS FIELD GUIDE	76291149 26-JUL-2001	2662248 17-DEC-2002	Renewed Section 2(F)
FIRE & RESCUE FIELD GUIDE	75661274 16-MAR-1999	2376259 08-AUG-2000	Renewed Supplemental Regis- ter
 I	78559699 03-FEB-2005	3311690 16-OCT-2007	Registered
INFORMED	76662135 26-JUN-2006	3310330 16-OCT-2007	Registered
INFORMED	78559691 03-FEB-2005	3210183 20-FEB-2007	Registered
CDX AUTOMOTIVE	85980617 16-AUG-2012	4472627 21-JAN-2014	Registered
Design Only 	85157693 21-OCT-2010	4076058 27-DEC-2011	Registered
EMERGENCY CARE & SAFETY INSTITUTE	85705616 16-AUG-2012	4438435 26-NOV-2013	Registered Section 2(F)
JONES & BARTLETT LEARNING	85157779 21-OCT-2010	4076059 27-DEC-2011	Registered
JONES AND BARTLETT 	75322523 10-JUL-1997	2386748 19-SEP-2000	Renewed
TARASCON	85705559	4331248	Registered

<b>Trademark</b>	<b>App. No. App. Date</b>	<b>Reg. No. Reg. Date</b>	<b>Status</b>
	16-AUG-2012	07-MAY-2013	
UGLY'S	85705563 16-AUG-2012		Pending Intent To Use
UGLY'S	85980616 16-AUG-2012	4472626 21-JAN-2014	Registered
UGLY'S	76176959 06-DEC-2000	2536154 05-FEB-2002	Renewed
CDXAUTOMOTIVE	77856214 23-OCT-2009	3802973 15-JUN-2010	Registered
TARASCON POCKET PHARMACOPOEIA	75830777 26-OCT-1999	2627130 01-OCT-2002	Renewed Partial Section 2(F)
TARASCON PUBLISHING	75830778 26-OCT-1999	2467220 10-JUL-2001	Renewed

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