

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM353430

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
General Electric Capital Corporation, as Retiring Agent		08/21/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Successor Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85899032	CAREERVANTAGE	
<b>Serial Number:</b>	85656718	DISCOVER	
<b>Serial Number:</b>	85418005	ACHIEVE	
<b>Serial Number:</b>	85418014	ACTIVE STACK	
<b>Serial Number:</b>	75589202	AI ADVANCED INFORMATICS	
<b>Serial Number:</b>	85468236	ATI ALLIED HEALTH	
<b>Serial Number:</b>	85468245	ATI NURSING EDUCATION	
<b>Serial Number:</b>	77009617	E*GME	
<b>Serial Number:</b>	75646226	E*VALUE	
<b>Serial Number:</b>	76112422	E*VALUE	
<b>Serial Number:</b>	85456969	EXAMFX	
<b>Serial Number:</b>	77009545	MYFOLIO	
<b>Serial Number:</b>	85418026	NURSE'S TOUCH	
<b>Serial Number:</b>	77009720	PXDX CASE LOGGER	
<b>Serial Number:</b>	85262413	REAL LIFE	
<b>Serial Number:</b>	73682465	EDUCATIONAL RESOURCES	
<b>Serial Number:</b>	74251667	N.A.S.M.	
<b>Serial Number:</b>	74153282	N.A.S.M. NATIONAL ACADEMY OF SPORTS MEDI	

OP \$465.00 85899032

**CORRESPONDENCE DATA****Fax Number:** 3129939767*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:** 312/876-7628**Email:** linda.kastner@lw.com**Correspondent Name:** Linda R. Kastner, c/o Latham & Watkins**Address Line 1:** 330 N. Wabash**Address Line 2:** Suite 2800**Address Line 4:** Chicago, ILLINOIS 60611**NAME OF SUBMITTER:** Linda Kastner**SIGNATURE:** /lk/**DATE SIGNED:** 09/01/2015**Total Attachments: 28**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Assignment”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “**GECC**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “**Antares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

**RECITALS:**

**WHEREAS**, Assessment Technologies Institute, L.L.C., as “Grantor”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

**WHEREAS**, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

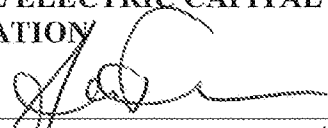
This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

*- Remainder of Page Intentionally Left Blank; Signature Page Follows –*

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

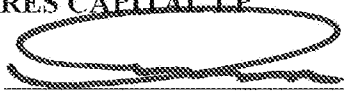
**RETIRING AGENT:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION**

By:   
Name: STEVEN FLOWERS  
Its: Duly Authorized Signatory

**SUCCESSOR AGENT:**

**ANTARES CAPITAL LP**

By:   
Name: DAVID BRACKETT  
Title: Duly Authorized Signatory

## **EXHIBIT A**

Copyright Security Agreement dated as of May 23, 2012, recorded with the United States Copyright Office on June 6, 2012 in Volume 3606, Document No. 882

Trademark Security Agreement dated as of May 23, 2012, recorded with the United States Patent and Trademark Office on May 24, 2012 in Reel 4787, Frame 0197

Trademark Security Agreement dated as of January 31, 2014, recorded with the United States Patent and Trademark Office on February 3, 2014 in Reel 5206, Frame 0403

**EXHIBIT B**

See attached



# Certificate of Recordation

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This is to certify that the attached document was recorded  
in the Copyright Office on the date and in the place shown below.

This certificate is issued under the seal of the  
United States Copyright Office.

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DATE OF RECORDATION

6Jun12

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VOLUME

DOC. NO.

3606

882

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VOLUME

DOC. NO.

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*Maria A. Pallante*

Register of Copyrights, United States of America





# Document Cover Sheet

UNITED STATES COPYRIGHT OFFICE

Copyright Office fees are subject to change.  
For current fees check the Copyright Office website at  
[www.copyright.gov](http://www.copyright.gov), write to the Copyright Office,  
or call (202) 707-3000.

### For Recordation of Documents

Volume 3606 Document 882

Volume \_\_\_\_\_ Document \_\_\_\_\_

Date of Recordation M. June D. 6 Y. 2012  
(ASSIGNED BY THE COPYRIGHT OFFICE)

Funds Received \_\_\_\_\_

**IPN# 164023003**

DO NOT WRITE ABOVE THIS LINE · SEE INSTRUCTIONS ON REVERSE

To the Register of Copyrights: Please record the accompanying original document or properly certified copy thereof.

**1** First party name given in the document Assessment Technologies Institute, L.L.C.  
(IMPORTANT: Please read instruction for this and other spaces.)

**2** First title given in the document Advisor User's Manual

**3** Total number of titles in the document 12

**4** Amount of fee calculated \$165.00 + \$480 (special handling fee) = \$645

**5** Fee enclosed  Check  Money order  
 Fee authorized to be charged to Copyright Office Deposit Account

Deposit Account number \_\_\_\_\_

Deposit Account name \_\_\_\_\_

**6** Completeness of document  Document is complete by its own terms  Document is not complete. Record "as is."  
**IMPORTANT NOTE:** A request to record a document "as is" under 37 CFR §201.4(c)(2) is an assertion that: (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.

**7** Certification of Photocopied Document Complete this certification if a photocopy of the original signed document is substituted for a document bearing the actual original signature.  
**NOTE:** This space may not be used for documents that require an official certification.

I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Duly authorized agent of \_\_\_\_\_

**8** Return to: Name Magdalini Rizakos c/o Latham & Watkins LLP

Number/Street 233 South Wacker Drive Apt/Suite 5800

City Chicago State IL Zip 60606

Phone number 312-993-2698 Fax number 312-993-9767

Email magdalini.rizakos@lw.com

SEND TO: Library of Congress, Copyright Office, Documents Recordation Section, LM-462, 101 Independence Avenue SE, Washington, DC 20559-6000  
INCLUDE ALL THESE TOGETHER: (1) Two copies of this form; (2) payment from a Deposit Account or by check/money order payable to Register of Copyrights; and (3) your document.



### Copyright Security Agreement

**Copyright Security Agreement**, dated as of May 23, 2012, by ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C. (the "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as Agent pursuant to the Credit Agreement (in such capacity, the "Agent").

#### WITNESSETH:

Whereas, the Grantor is party to a Guaranty and Security Agreement dated as of December 6, 2010 (the "Security Agreement") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Copyright 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 Grantor hereby agrees 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 Copyright Collateral. The 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) Copyrights of such Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Copyright Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Copyrights 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 Copyright 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 Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Copyrights under this Copyright Security Agreement.


SECTION 5. Counterparts. This Copyright 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 Copyright Security Agreement by signing and delivering one or more counterparts.

*[Signature page follows]*

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

Very truly yours,

ASSESSMENT TECHNOLOGIES INSTITUTE,  
L.L.C.

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

AGREED TO AND ACCEPTED:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Copyright Security Agreement]

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

Very truly yours,

ASSESSMENT TECHNOLOGIES INSTITUTE,  
L.L.C.

By: \_\_\_\_\_  
Name:  
Title:

AGREED TO AND ACCEPTED:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: Laura S. DeAngelis  
Name: **Laura S. DeAngelis**  
Title: **Duly Authorized Signatory**

[Signature Page to Copyright Security Agreement]

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

Title	Registration Number
ADVISOR USER'S MANUAL	TX1987727
BILLING AND CODING SPECIALIST STUDY GUIDE	TX7353748
BILLING AND CODING SPECIALIST STUDY GUIDE	TX7353795
CERTIFIED OPERATING ROOM/SURGICAL TECHNICIAN STUDY GUIDE	TX7354363
OPERATING ROOM TEAM	TX7353774
STUDY GUIDE FOR CERTIFIED CLINICAL MEDICAL ASSISTANT, CCMA	TX7322728
STUDY GUIDE FOR CERTIFIED CLINICAL MEDICAL ASSISTANT, CCMA	TX7321829
STUDY GUIDE FOR CERTIFIED CLINICAL MEDICAL ASSISTANT, CCMA	TX7322725
STUDY GUIDE FOR PHLEBOTOMY TECHNICIAN	TX7353766
CERTIFIED BILLING & CODING SPECIALIST (CBCS) NATIONAL CERTIFICATION EXAMINATION	TXU1745605
PN COMPREHENSIVE PREDICTOR 2008 FORM A	TXU1768711
RN MATERNAL-NEWBORN NURSING: 2.0 ONLINE PRACTICE	TX6302266

12



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 29, 2012

PTAS

MAGDALINI RIZAKOS C/O LATHAM & WATKINS  
233 SOUTH WACKER DRIVE, SUITE 5800  
CHICAGO, IL 60606

**900224029**

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 05/24/2012

REEL/FRAME: 4787/0197  
NUMBER OF PAGES: 8

BRIEF: SECURITY INTEREST

ASSIGNOR:

ASSESSMENT TECHNOLOGIES INSTITUTE,  
L.L.C.

DOC DATE: 05/23/2012  
CITIZENSHIP: DELAWARE  
ENTITY: LIMITED LIABILITY LIMITED  
PARTNERSHIP

ASSIGNEE:

GENERAL ELECTRIC CAPITAL  
CORPORATION, AS AGENT  
201 MERRITT 7  
NORWALK, CONNECTICUT 06851

CITIZENSHIP: DELAWARE  
ENTITY: CORPORATION

SERIAL NUMBER: 73682465

FILING DATE: 09/02/1987

REGISTRATION NUMBER: 1518428

REGISTRATION DATE: 12/27/1988

MARK: EDUCATIONAL RESOURCES

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 74153282

FILING DATE: 04/02/1991

REGISTRATION NUMBER: 1852654

REGISTRATION DATE: 09/06/1994

MARK: N.A.S.M. NATIONAL ACADEMY OF SPORTS MEDI

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 74251667 FILING DATE: 03/03/1992  
REGISTRATION NUMBER: 1814110 REGISTRATION DATE: 12/28/1993  
MARK: N.A.S.M.  
DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN  
STYLIZED FORM

SERIAL NUMBER: 75589202 FILING DATE: 11/16/1998  
REGISTRATION NUMBER: 2318631 REGISTRATION DATE: 02/15/2000  
MARK: AI ADVANCED INFORMATICS  
DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN  
STYLIZED FORM

SERIAL NUMBER: 75646226 FILING DATE: 01/22/1999  
REGISTRATION NUMBER: 2329020 REGISTRATION DATE: 03/14/2000  
MARK: E\*VALUE  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 76112422 FILING DATE: 08/18/2000  
REGISTRATION NUMBER: 2473727 REGISTRATION DATE: 07/31/2001  
MARK: E\*VALUE  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 77009545 FILING DATE: 09/28/2006  
REGISTRATION NUMBER: 3303279 REGISTRATION DATE: 10/02/2007  
MARK: MYFOLIO  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77009617 FILING DATE: 09/28/2006  
REGISTRATION NUMBER: 3267517 REGISTRATION DATE: 07/24/2007  
MARK: E\*GME  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77009720 FILING DATE: 09/28/2006  
REGISTRATION NUMBER: 3342586 REGISTRATION DATE: 11/27/2007  
MARK: PXDX CASE LOGGER  
DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN  
STYLIZED FORM

SERIAL NUMBER: 85262413 FILING DATE: 03/09/2011  
REGISTRATION NUMBER: 4151311 REGISTRATION DATE: 05/29/2012  
MARK: REAL LIFE  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85418005 FILING DATE: 09/08/2011  
REGISTRATION NUMBER: REGISTRATION DATE:  
MARK: ACHIEVE  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85418014 FILING DATE: 09/08/2011  
REGISTRATION NUMBER: REGISTRATION DATE:  
MARK: ACTIVE STACK  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85418026 FILING DATE: 09/08/2011  
REGISTRATION NUMBER: REGISTRATION DATE:  
MARK: NURSE'S TOUCH  
DRAWING TYPE: STANDARD CHARACTER MARK



SERIAL NUMBER: 85456969  
REGISTRATION NUMBER:  
MARK: EXAMFX  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 10/26/2011  
REGISTRATION DATE:

SERIAL NUMBER: 85468236  
REGISTRATION NUMBER:  
MARK: ATI ALLIED HEALTH  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 11/09/2011  
REGISTRATION DATE:

SERIAL NUMBER: 85468245  
REGISTRATION NUMBER:  
MARK: ATI NURSING EDUCATION  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 11/09/2011  
REGISTRATION DATE:

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

### **Trademark Security Agreement**

Trademark Security Agreement, dated as of May 23, 2012 by ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C. (the "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as agent pursuant to the Credit Agreement (in such capacity, the "Agent").

#### WITNESSETH:

Whereas, the Grantor is a party to a Guaranty and Security Agreement dated as of December 6, 2010 (the "Security Agreement") in favor of the Agent pursuant to which the Grantor is 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 Grantor hereby agrees 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. The 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) Trademarks of such Grantor 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 Grantor hereby acknowledges and affirms 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 Grantor 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]*

**TRADEMARK**

**REEL: 005613 FRAME: 0124**

IN WITNESS WHEREOF, 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,

ASSESSMENT TECHNOLOGIES INSTITUTE,  
L.L.C.

By: 

Name: William J. Aliber

Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: \_\_\_\_\_

Name:

Title:

[Signature Page to Trademark Security Agreement]

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

Very truly yours,

ASSESSMENT TECHNOLOGIES INSTITUTE,  
L.L.C.

By: \_\_\_\_\_  
Name:  
Title:

AGREED TO AND ACCEPTED:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: *Laura S. DeAngelis*  
Name: **Laura S. DeAngelis**  
Title: **Duly Authorized Signatory**

[Signature Page to Trademark Security Agreement]

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

<b>Name of Mark</b>	<b>Grantor</b>	<b>Owner of Record</b>	<b>Serial No.</b>	<b>Pending/Registered</b>
ACHIEVE	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	85418005	PENDING
ACTIVE STACK	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	85418014	PENDING
AI ADVANCED INFORMATICS and Design	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	75589202	REGISTERED
ATI ALLIED HEALTH	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	85468236	PENDING
ATI NURSING EDUCATION	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	85468245	PENDING
E*GME	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	77009617	REGISTERED
E*VALUE	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	75646226	REGISTERED
E*VALUE	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	76112422	REGISTERED
EXAMFX	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	85456969	PENDING

MYFOLIO	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	77009545	REGISTERED
NURSE'S TOUCH	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	85418026	PENDING
PKDX CASE LOGGER (stylized)	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	77009720	REGISTERED
REAL LIFE	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	85262413	PENDING
EDUCATIONAL RESOURCES and Design	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	73682465	REGISTERED
N.A.S.M.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	74251667	REGISTERED
N.A.S.M. NATIONAL ACADEMY OF SPORTS MEDICINE and Design	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	74153282	REGISTERED



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

FEBRUARY 6, 2014

PTAS

LINDA R. KASTNER, C/O LATHAM & WATKINS  
233 S. WACKER DRIVE  
SUITE 5800  
CHICAGO, IL 60606

**900279032**

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 02/03/2014

REEL/FRAME: 5206/0403  
NUMBER OF PAGES: 7

BRIEF: SECURITY INTEREST

ASSIGNOR:

ASSESSMENT TECHNOLOGIES INSTITUTE,  
L.L.C.

DOC DATE: 01/31/2014  
CITIZENSHIP: DELAWARE  
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:

GENERAL ELECTRIC CAPITAL  
CORPORATION, AS AGENT  
201 MERRITT 7  
NORWALK, CONNECTICUT 06851

CITIZENSHIP: DELAWARE  
ENTITY: CORPORATION

SERIAL NUMBER: 85656718  
REGISTRATION NUMBER: 4393687  
MARK: DISCOVER  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 06/20/2012  
REGISTRATION DATE: 08/27/2013

SERIAL NUMBER: 85899032  
REGISTRATION NUMBER:  
MARK: CAREERVANTAGE  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 04/09/2013  
REGISTRATION DATE:



ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

## 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
Assessment Technologies Institute, L.L.C.		01/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85899032	CAREERVANTAGE	
Serial Number:	85656718	DISCOVER	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Linda Kastner		
Signature:	/lk/		

OP \$65.00 85899032

## Trademark Security Agreement

Trademark Security Agreement, dated as of January 31, 2014 by ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C. (the "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as agent pursuant to the Credit Agreement (in such capacity, the "Agent").

### WITNESSETH:

Whereas, the Grantor is a party to a Guaranty and Security Agreement dated as of December 6, 2010 (the "Security Agreement") in favor of the Agent pursuant to which the Grantor is 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 Grantor hereby agrees 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. The 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) Trademarks of such Grantor 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 Grantor hereby acknowledges and affirms 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 Grantor 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.

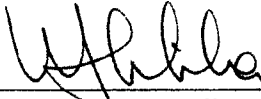
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

*[Signature pages follow]*

IN WITNESS WHEREOF, 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,

ASSESSMENT TECHNOLOGIES INSTITUTE,  
L.L.C.


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

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005613 FRAME: 0134**

AGREED TO AND ACCEPTED:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By:   
Name: \_\_\_\_\_  
Title: **Lofton D. Spencer**  
**Duly Authorized Signatory**

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005613 FRAME: 0135**

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

<u>Name of Mark</u>	<u>Grantor</u>	<u>Owner of Record</u>	<u>Serial No.</u>	<u>Pending/Registered</u>
CAREERVANTAGE	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	85899032	PENDING
DISCOVER	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.	85656718	REGISTERED

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