

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Trademark Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Knowledge Learning Corporation		11/09/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BNP Paribas, as Agent
<b>Street Address:</b>	One Front Street, 23rd Floor
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94111-5325
<b>Entity Type:</b>	Unknown:

**PROPERTY NUMBERS Total: 45**

Property Type	Number	Word Mark
Registration Number:	2496725	WHERE LEARNING COMES NATURALLY
Registration Number:	1659140	CHILDREN'S DISCOVERY CENTERS
Registration Number:	1643947	PIAGET DISCOVERY SCHOOL
Registration Number:	1634440	PRODIGY CHILD DEVELOPMENT CENTERS
Registration Number:	2650339	
Registration Number:	2622124	A SUMMER JAM OF FESTIVAL FUN!
Registration Number:	2259820	
Registration Number:	2373235	CHAMPIONS
Registration Number:	2882063	CHAMPIONS
Registration Number:	1606796	CHILDREN'S WORLD LEARNING CENTERS
Registration Number:	0905288	CHILDREN'S WORLD
Registration Number:	2785709	CHILDREN'S WORLD OF READING
Registration Number:	2189883	DAYBRIDGE
Registration Number:	1714574	EARLY IMPRESSIONS

CH \$1140.00 2496725

Registration Number:	2358354	EVERY STEP IS AN OPPORTUNITY TO LEARN
Registration Number:	2315326	C
Registration Number:	2081953	FUNFEST
Registration Number:	2348977	HOLIDAY FUNFEST
Registration Number:	2732230	KIDS ON THE GO
Registration Number:	2732231	KIDS ON THE JOB
Registration Number:	2518178	MAKING A DIFFERENCE FOR MORE THAN 30 YEARS
Registration Number:	2300403	MEDALLION
Registration Number:	2840567	MEGA MIX OF SUMMER KICKS
Registration Number:	2412736	MERITOR
Registration Number:	2243928	MERITOR
Registration Number:	2100062	PATHWAYS PRESCHOOL PLUS
Registration Number:	1622985	PATHWAYS
Registration Number:	1927401	QUEST 4 FUN
Registration Number:	1929224	QUEST 4 FUN!
Registration Number:	2355977	SEE WHERE YOUR CHILD CAN GO
Registration Number:	2567159	SET YOUR MIND FREE
Registration Number:	2365171	TRACK PACK
Registration Number:	2586339	WAY COOL, RIGHT AT SCHOOL!
Registration Number:	1633500	WE CALL IT LEARNING CHILDREN CALL IT FUN
Registration Number:	2592828	WHERE LEARNING AND FUN BECOME ONE
Registration Number:	2676837	MEGA MIX OF AFTER-SCHOOL KICKS!
Registration Number:	2743918	THE GREAT BREAK ESCAPE
Registration Number:	2404530	SUMMERTIME CHAMPIONS
Registration Number:	2789123	SUMMERTIME CHAMPIONS
Registration Number:	2815479	THE DO-RIGHT CREW
Registration Number:	2892993	WHERE LIFETIME LEARNING BEGINS
Serial Number:	76606485	DISCOVER WHERE LIFETIME LEARNING BEGINS
Serial Number:	76607522	PARTNERS AROUND LITERACY
Serial Number:	76606486	MEDALLION SCHOOL PARTNERSHIPS
Serial Number:	76573342	EARLY FOUNDATIONS

**CORRESPONDENCE DATA**

Fax Number: (213)430-6407

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**TRADEMARK  
REEL: 003193 FRAME: 0302**

Email: gdurham@omm.com  
Correspondent Name: Gina M. Durham, Esq.  
Address Line 1: 400 South Hope Street  
Address Line 2: O'Melveny & Myers LLP  
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	11/12/2005

**Total Attachments: 6**

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## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, KNOWLEDGE LEARNING CORPORATION**, a Delaware corporation (“**Grantor**” or “**Company**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Grantor has entered into that certain Credit Agreement dated as of November 9, 2005 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”) and BNP Paribas, as Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

**WHEREAS**, Grantor may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Hedge Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders or, in the case of the Existing Lender Hedge Agreement, a lender under the Existing Company Credit Agreement, at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, “**Hedge Counterparties**”); and

**WHEREAS**, Knowledge Schools, Inc. (“**Holdings**”) has executed and delivered that certain Holdings Guaranty dated as of November 9, 2005 (said Holdings Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Holdings Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Hedge Counterparties, pursuant to which Holdings has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Hedge Agreements, including, without limitation, the obligation of Grantor to make payments thereunder in the event of early termination thereof; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of November 9, 2005 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party became a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case if material to the business of such Grantor and whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically set forth on Schedule A annexed hereto, as the same may be amended pursuant hereto from time to time) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto, as the same may be amended pursuant hereto from time to time), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

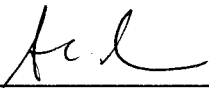
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any of Grantor’s rights or interests in any Trademark Collateral to the extent, but only to the extent, that such grant is prohibited by applicable law or to the extent that such a grant would, under the terms of any license, contract or agreement related to any such Trademark Collateral, result in a breach of the terms of, or constitute a default under, any such license, contract or agreement (other than to the extent that any such prohibition would be rendered ineffective pursuant to the UCC (as defined in the Security Agreement) or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such prohibition, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 9th day of November, 2005.

**KNOWLEDGE LEARNING CORPORATION**

By: 

Name: Adam Cohn  
Title: Vice President

Grant of Trademark  
Security Interest

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**Registered Trademarks:**

	<b>Registered Owner</b>	<b>Trademark Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
1.	Knowledge Learning Corporation (f/k/a Children's Discovery Centers of America, Inc.)	Where Learning Comes Naturally	2496725	10/09/01
2.	Knowledge Learning Corporation (f/k/a Children's Discovery Centers of America, Inc.)	Children's Discovery Centers	1659140	10/01/91
3.	Knowledge Learning Corporation (f/k/a Children's Discovery Centers of America, Inc.)	Piaget Discovery School	1643947	05/07/91
4.	Knowledge Learning Corporation (f/k/a Children's Discovery Centers of America, Inc.)	Prodigy Child Development Centers	1634440	02/05/91
5.	Knowledge Learning Corporation (f/k/a Children's Discovery Centers of America, Inc.)	Geodesic Dome Logo	2650339	11/12/02
6.	Knowledge Learning Corporation	A SUMMER JAM OF FESTIVAL FUN!	2622124	09/17/02
7.	Knowledge Learning Corporation	BRANCH DESIGN	2259820	07/06/99
8.	Knowledge Learning Corporation	CHAMPIONS	2373235	08/01/00
9.	Knowledge Learning Corporation	CHAMPIONS	2882063	09/07/04
10.	Knowledge Learning Corporation	CHILDREN'S WORLD LEARNING CENTERS	1606796	07/17/90
11.	Knowledge Learning Corporation	CHILDREN'S WORLD	0905288	12/29/70
12.	Knowledge Learning Corporation	CHILDREN'S WORLD OF READING	2785709	11/25/03
13.	Knowledge Learning Corporation	DAYBRIDGE	2189883	09/15/98
14.	Knowledge Learning Corporation	EARLY IMPRESSIONS	1714574	09/08/92
15.	Knowledge Learning Corporation	EVERY STEP IS AN OPPORTUNITY TO LEARN	2358354	06/13/00
16.	Knowledge Learning Corporation	FIGURE WITH C DESIGN	2315326	02/08/00

Schedule A-1

	<b>Registered Owner</b>	<b>Trademark Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
17.	Knowledge Learning Corporation	FUNFEST	2081953	07/22/97
18.	Knowledge Learning Corporation	HOLIDAY FUNFEST	2348977	05/09/00
19.	Knowledge Learning Corporation	KIDS ON THE GO	2732230	07/01/03
20.	Knowledge Learning Corporation	KIDS ON THE JOB	2732231	07/01/03
21.	Knowledge Learning Corporation	MAKING A DIFFERENCE FOR MORE THAN 30 YEARS	2518178	12/11/01
22.	Knowledge Learning Corporation	MEDALLION	2300403	12/14/99
23.	Knowledge Learning Corporation	MEGA MIX OF SUMMER KICKS	2840567	05/11/04
24.	Knowledge Learning Corporation	MERITOR	2412736	12/12/00
25.	Knowledge Learning Corporation	MERITOR	2243928	05/04/99
26.	Knowledge Learning Corporation	PATHWAYS PRESCHOOL PLUS	2100062	09/23/97
27.	Knowledge Learning Corporation	PATHWAYS	1622985	11/13/90
28.	Knowledge Learning Corporation	QUEST 4 FUN	1927401	10/17/95
29.	Knowledge Learning Corporation	QUEST 4 FUN!	1929224	10/24/95
30.	Knowledge Learning Corporation	SEE WHERE YOUR CHILD CAN GO	2355977	06/06/00
31.	Knowledge Learning Corporation	SET YOUR MIND FREE	2567159	05/07/02
32.	Knowledge Learning Corporation	TRACK PACK	2365171	07/04/00
33.	Knowledge Learning Corporation	WAY COOL, RIGHT AT SCHOOL!	2586339	06/25/02
34.	Knowledge Learning Corporation	WE CALL IT LEARNING CHILDREN CALL IT FUN	1633500	01/29/91
35.	Knowledge Learning Corporation	WHERE LEARNING AND FUN BECOME ONE	2592828	07/09/02
36.	Knowledge Learning Corporation	MEGA MIX OF AFTER-SCHOOL KICKS!	2676837	01/21/03
37.	Knowledge Learning Corporation	THE GREAT BREAK ESCAPE	2743918	07/29/03
38.	Knowledge Learning Corporation	SUMMERTIME CHAMPIONS	2404530	11/14/00
39.	Knowledge Learning Corporation	SUMMERTIME CHAMPIONS AND DESIGN	2789123	12/02/03



	<b>Registered Owner</b>	<b>Trademark Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
40.	Knowledge Learning Corporation	THE DO-RIGHT CREW	2815479	02/17/04
41.	Knowledge Learning Corporation	WHERE LIFETIME LEARNING BEGINS	2892993	10/12/04
42.	Knowledge Learning Corporation	DISCOVER WHERE LIFETIME LEARNING BEGINS	76/6064850	11/01/05
43.	Knowledge Learning Corporation	PARTNERS AROUND LITERACY	76/607522	11/01/05

**Pending Trademarks:**

	<b>Registered Owner</b>	<b>Trademark</b>	<b>Application Date</b>	<b>Serial Number</b>
1.	Knowledge Learning Corporation	MEDALLION SCHOOL PARTNERSHIPS	08/11/04	76/606486
2.	Knowledge Learning Corporation	EARLY FOUNDATIONS	02/02/04	76/573342