

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440549

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KinderCare Education LLC		08/22/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
<b>Street Address:</b>	TSAJ1, Att. Ms. Nirmala Durgana		
<b>Internal Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 55</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3646848		
<b>Registration Number:</b>	4265043	BOOKSMARTS	
<b>Registration Number:</b>	2259820		
<b>Registration Number:</b>	4094312	CAMBRIDGE	
<b>Registration Number:</b>	2842138	CAMBRIDGE ACADEMY	
<b>Registration Number:</b>	1683354	CAMBRIDGE LEARNING CENTRE	
<b>Registration Number:</b>	4112452	CAMBRIDGE PRESCHOOLS	
<b>Registration Number:</b>	4094313	CAMBRIDGE SCHOOLS	
<b>Registration Number:</b>	3298089	CAMP CAMBRIDGE	
<b>Registration Number:</b>	3410113	CATCH THE WAVE	
<b>Registration Number:</b>	3444350	CCLC	
<b>Registration Number:</b>	3568316	C CCLC	
<b>Registration Number:</b>	2373235	CHAMPIONS	
<b>Registration Number:</b>	4317380	CHAMPIONS	
<b>Registration Number:</b>	4321297	CHAMPIONS EXTENDED LEARNING	
<b>Registration Number:</b>	4301610	CHAMPIONS SCIENCE ADVENTURES	
<b>Registration Number:</b>	1659140	CHILDREN'S DISCOVERY CENTERS	
<b>Registration Number:</b>	905288	CHILDREN'S WORLD	
<b>TRADEMARK</b>			

OP \$1390.00 3646848

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	1606796	CHILDREN'S WORLD LEARNING CENTERS
<b>Registration Number:</b>	3842738	COOKING ADVENTURES
<b>Registration Number:</b>	2189883	DAYBRIDGE
<b>Registration Number:</b>	3739628	EARLY FOUNDATIONS
<b>Registration Number:</b>	2650339	
<b>Registration Number:</b>	4051568	GUIDED DISCOVERY
<b>Registration Number:</b>	4025062	GUIDED DISCOVERY
<b>Registration Number:</b>	4498246	IT'S ALL DESIGNED FOR LEARNING
<b>Registration Number:</b>	3296777	KELSEY'S LEARNING ADVENTURES
<b>Registration Number:</b>	3296778	KELSEY'S MATH ADVENTURES
<b>Registration Number:</b>	3322736	KELSEY'S PHONICS ADVENTURES
<b>Registration Number:</b>	3296780	KELSEY'S READING ADVENTURES
<b>Registration Number:</b>	3322735	KELSEY'S SPANISH ADVENTURES
<b>Registration Number:</b>	2423742	KNOWLEDGE BEGINNINGS
<b>Registration Number:</b>	3674061	LEARNING ADVENTURES
<b>Registration Number:</b>	3674063	MATH ADVENTURES
<b>Registration Number:</b>	2243928	MERITOR
<b>Registration Number:</b>	4853055	MUSIC ADVENTURES
<b>Registration Number:</b>	4756711	NURTUREGREATNESS
<b>Registration Number:</b>	3674062	PHONICS ADVENTURES
<b>Registration Number:</b>	5063690	PLAYING & LEARNING WITH MOMMY
<b>Registration Number:</b>	4203511	READ. SHARE. GIVE.
<b>Registration Number:</b>	3674065	READING ADVENTURES
<b>Registration Number:</b>	3430921	SCIENCE ADVENTURES
<b>Registration Number:</b>	3674064	SPANISH ADVENTURES
<b>Registration Number:</b>	3539004	SUCCESS BEGINS HERE
<b>Registration Number:</b>	2815479	THE DO-RIGHT CREW
<b>Registration Number:</b>	3874580	THE GROVE SCHOOL
<b>Registration Number:</b>	4096561	THE GROVE SCHOOL
<b>Registration Number:</b>	3884068	
<b>Registration Number:</b>	3538980	TOGETHER WE INSPIRE
<b>Registration Number:</b>	4567622	WHERE LEARNING AND FUN COME TOGETHER
<b>Registration Number:</b>	2892993	WHERE LIFETIME LEARNING BEGINS
<b>Registration Number:</b>	1927401	QUEST 4 FUN
<b>Registration Number:</b>	1929224	QUEST 4 FUN!
<b>Serial Number:</b>	86715998	ADVENTURE AHEAD!
<b>Serial Number:</b>	86020285	CARE SELECT

**CORRESPONDENCE DATA****Fax Number:** 8009144240*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:** 6142803562**Email:** ted.mulligan@wolterskluwer.com**Correspondent Name:** Ted Mulligan**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Ted Mulligan
<b>SIGNATURE:</b>	/ted mulligan/
<b>DATE SIGNED:</b>	08/24/2017

**Total Attachments: 8**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

KinderCare Education LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC-DE \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) August 22, 2017

- Assignment
- Security Agreement
- Other Second Lien Security Agreement
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Credit Suisse AG, Cayman Islands Branch, as Collateral Agent

TSAJ1, Att. Ms. Nirmala Durgana

Street Address: Eleven Madison Avenue

City: New York

State: NY

Country: USA Zip: 10010

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

55

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

August 23, 2017  
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of August 22, 2017, is made by the Grantors (as identified below), in favor of Credit Suisse AG, Cayman Islands Branch, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

**WHEREAS**, KinderCare Education LLC, a Delaware limited liability company (“**Grantor**”), owns the Trademark Collateral (as defined below); and

**WHEREAS**, the Grantor is party to a Second Lien Security Agreement dated as of August 22, 2017 (the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

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

**NOW, THEREFORE**, in consideration of the foregoing and 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 the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, 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 a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);

(ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;

(iii) 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 the Collateral Agent 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; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if

any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Reference is made to the Intercreditor Agreement dated as of August 22, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the Borrower, Holdco, the subsidiaries of the Borrower from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as Initial First Priority Representative (as defined therein), Credit Suisse AG, Cayman Islands Branch, as Initial Second Priority Representative (as defined therein), and each additional Representative (as defined therein) from time to time party thereto. Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between any of the provisions of the Intercreditor Agreement, this Agreement, the Security Agreement and the Credit Agreement regarding the priority of the lien and security interest granted to the Collateral Agent and the exercise of any right or remedy by the Collateral Agent, the provisions of the Intercreditor Agreement shall govern.


THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

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

**KINDERCARE EDUCATION LLC**

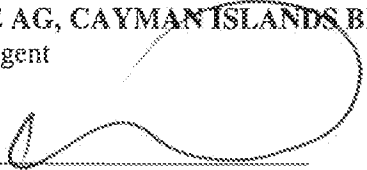
By:   
Name: Paul D. Thompson  
Title: Executive Vice President and Chief  
Financial Officer

[Signature Page to Second Lien Trademark Security Agreement (KinderCare Education LLC)]

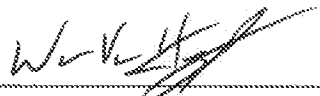
Accepted and Agreed:

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,**  
as the Collateral Agent

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

  
Name: Mikhail Faybusovich  
Title: Authorized Signatory

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

  
Name: Warren Van Heyst  
Title: Authorized Signatory



**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**US Trademarks:**

<b>Registered Owner</b>	<b>Trademark Description</b>	<b>Registration / Appl. Date</b>	<b>Registration / Appl. Number</b>
KinderCare Education LLC	ADVENTURE AHEAD!	5-Aug-15	86715998 (Pending ITU)
KinderCare Education LLC	Bell Tower Logo (Misc Design)	30-Jun-09	3646848
KinderCare Education LLC	BOOKSMARTS	25-Dec-12	4265043
KinderCare Education LLC	BRANCH DESIGN	6-Jul-99	2259820
KinderCare Education LLC	CAMBRIDGE & Design	31-Jan-12	4094312
KinderCare Education LLC	CAMBRIDGE ACADEMY	18-May-04	2842138
KinderCare Education LLC	CAMBRIDGE LEARNING CENTRE	14-Apr-92	1683354
KinderCare Education LLC	CAMBRIDGE PRESCHOOLS and Design	13-Mar-12	4112452
KinderCare Education LLC	CAMBRIDGE SCHOOLS and Design	31-Jan-12	4094313
KinderCare Education LLC	CAMP CAMBRIDGE	25-Sep-07	3298089
KinderCare Education LLC	CARE SELECT	25-Jul-13	86020285 (Pending ITU)
KinderCare Education LLC	CATCH THE WAVE	8-Apr-08	3410113
KinderCare Education LLC	CCLC	10-Jun-08	3444350
KinderCare Education LLC	C CCLC & Design	27-Jan-09	3568316
KinderCare Education LLC	CHAMPIONS	1-Aug-00	2373235
KinderCare Education LLC	CHAMPIONS & Design (2009)	9-Apr-13	4317380
KinderCare Education LLC	CHAMPIONS EXTENDED LEARNING and Design	16-Apr-13	4321297
KinderCare	CHAMPIONS SCIENCE	12-Mar-13	4301610

Education LLC	ADVENTURES and Design		
KinderCare Education LLC	CHILDREN'S DISCOVERY CENTERS	1-Oct-91	1659140
KinderCare Education LLC	CHILDREN'S WORLD	29-Dec-70	905288
KinderCare Education LLC	CHILDREN'S WORLD LEARNING CENTERS	17-Jul-90	1606796
KinderCare Education LLC	COOKING ADVENTURES	31-Aug-10	3842738
KinderCare Education LLC	DAYBRIDGE	15-Sep-98	2189883
KinderCare Education LLC	EARLY FOUNDATIONS	19-Jan-10	3739628
KinderCare Education LLC	Geodesic Dome Logo (Misc Design)	12-Nov-02	2650339
KinderCare Education LLC	GUIDED DISCOVERY	8-Nov-11	4051568
KinderCare Education LLC	GUIDED DISCOVERY & DESIGN	13-Sep-11	4025062
KinderCare Education LLC	IT'S ALL DESIGNED FOR LEARNING	18-Mar-14	4498246
KinderCare Education LLC	KELSEY'S LEARNING ADVENTURES	25-Sep-07	3296777
KinderCare Education LLC	KELSEY'S MATH ADVENTURES	25-Sep-07	3296778
KinderCare Education LLC	KELSEY'S PHONICS ADVENTURES	30-Oct-07	3322736
KinderCare Education LLC	KELSEY'S READING ADVENTURES	25-Sep-07	3296780
KinderCare Education LLC	KELSEY'S SPANISH ADVENTURES	30-Oct-07	3322735
KinderCare Education LLC	KNOWLEDGE BEGINNINGS	23-Jan-01	2423742
KinderCare Education LLC	LEARNING ADVENTURES	25-Aug-09	3674061
KinderCare Education LLC	MATH ADVENTURES	25-Aug-09	3674063
KinderCare Education LLC	MERITOR	4-May-99	2243928
KinderCare Education LLC	MUSIC ADVENTURES	17-Nov-15	4853055
KinderCare Education LLC	NURTUREGREATNESS	16-Jun-15	4756711
KinderCare Education LLC	PHONICS ADVENTURES	25-Aug-09	3674062
KinderCare	PLAYING & LEARNING	2-Aug-16	5063690

Education LLC	WITH MOMMY		
KinderCare Education LLC	READ. SHARE. GIVE.	4-Sep-12	4203511
KinderCare Education LLC	READING ADVENTURES	25-Aug-09	3674065
KinderCare Education LLC	SCIENCE ADVENTURES	20-May-08	3430921
KinderCare Education LLC	SPANISH ADVENTURES	25-Aug-09	3674064
KinderCare Education LLC	SUCCESS BEGINS HERE	25-Nov-08	3539004
KinderCare Education LLC	THE DO-RIGHT CREW	17-Feb-04	2815479
KinderCare Education LLC	THE GROVE SCHOOL	9-Nov-10	3874580
KinderCare Education LLC	THE GROVE SCHOOL & DESIGN	7-Feb-12	4096561
KinderCare Education LLC	The Grove School Tree Logo (Misc Design)	30-Nov-10	3884068
KinderCare Education LLC	TOGETHER WE INSPIRE	25-Nov-08	3538980
KinderCare Education LLC	WHERE LEARNING AND FUN COME TOGETHER	15-Jul-14	4567622
KinderCare Education LLC	WHERE LIFETIME LEARNING BEGINS	12-Oct-04	2892993
Knowledge Universe Education LLC*	QUEST 4 FUN	17-Oct-95	1927401
Knowledge Universe Education LLC*	QUEST 4 FUN!	24-Oct-95	1929224

\* USPTO database is not current; registration has lapsed.