

(Rev. 6-93)

OMB No. 0851-0011

Tab Settings

04-19-1999



Patent and Trademark Office

APR 8 1999

original documents or copy thereof.

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To the Honorable commissioner of Patents

63-2-23  
4-18-99  
maw

1. Name of conveying party(ies):

NOBEL LEARNING COMMUNITIES, INC.

- Individual (s)
- General Partnership
- Corporation - State
- Other
- Association
- Change of Name

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amended and Restated Collateral Assignemnt
- Merger
- Change of Name

Execution Date: March 9, 1999

2. Name and address of receiving party(ies)

Name: Summit Bank, as Agent

Internal Address: Thomas Lunny, Asst. Vice President

Street Address: Three Valley Square, 512 Township Line Rd.

City: Blue Bell State: PA Zip: 19422

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designation must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number (s) or trademark number (s):

A. Trademark Application No.(s) 74/450413

B. Trademark Registration No.(s) 1,305,492  
1,314,053    1,977,395    1,686,971  
1,838,165

Additional Numbers Attached?  Yes  No

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

Name: Lynn A. Huebner, Legal Assistant

Internal Address: Wolf Block Schorr \* Solis-Cohen LLP

Street Address: 350 Sentry Pkwy., Bldg. 640

City: Blue Bell State: PA Zip: 19422

556. Total number of registrations and registrations involved:.....

6

7. Total fee (37 CFR §3.41).....\$ 165.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lynn A. Huebner  
Name of Person Signing

Signature

APR 1, 1999  
Date

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

11

0000857 74450413  
40.00  
125.00  
7/16/1999  
FC:461  
FC:462

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

**AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF PATENTS,  
TRADEMARKS, LICENSES AND COPYRIGHTS**

**THIS AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS** is made effective as of the 9th day of March, 1999 by and among **NOBEL LEARNING COMMUNITIES, INC.** ("Assignor") and **SUMMIT BANK**, as Agent ("Assignee").

**BACKGROUND**

**A.** Pursuant to that certain Amended and Restated Loan and Security Agreement dated March 9, 1999 by and between Assignee, the Lenders from time to time a party thereto, Assignor and the other Borrowers named therein (such Amended and Restated Loan and Security Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the "**Loan Agreement**"), the Lenders agreed to extend to Assignor and the other Borrowers the following credit facilities:

- i) \$7,000,000.00 revolving working capital line of credit;
- ii) \$3,000,000.00 revolving working capital line of credit;
- iii) \$15,000,000.00 revolving acquisition credit facility; and
- iv) \$10,000,000.00 term loan.

**B.** The Loan Agreement provides, *inter alia*, that Assignor will grant to Assignee a security interest in all of Assignor's assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

**NOW THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

**1. Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

**2. Collateral Assignment.** To secure the complete and timely payment and satisfaction of all Lender Indebtedness, Assignor hereby confirms its prior assignment, mortgage, pledge, grant and transfer to Summit Bank of and assigns, mortgages, pledges, grants a security interest in, and transfers to Assignee for the pro rata benefit of Lenders, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all

of such Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit "A"**, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the **"Patents"**);

(ii) servicemarks, trademarks, servicemark and trademark registrations, tradenames and trademark applications, including, without limitation, the servicemarks, trademarks and applications listed on **Exhibit "B"**, attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the **"Trademarks"**);

(iii) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit "C"** attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the **"Copyrights"**); and

(iv) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit "D"** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all

inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and

(v) the goodwill of Assignor's business connected with and symbolized by the Trademarks.

**3. Restrictions on Future Agreements.** Assignor agrees that until all Lender Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Assignment or which is prohibited under the terms of the Loan Agreement, and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Assignment.

**4. New Patents, Trademarks, Copyrights and Licenses.** Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D", respectively, constitute all of the patents, trademarks, applications, copyrights and licenses now owned by Assignor which are material to the operation of Assignor or the value of the Collateral. If, before all Lender Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by amending Exhibit "A", "B", "C" and/or "D", as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under Section 2 above or under this Section 4.

**5. Royalties; Term.** Assignor hereby agrees that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described above (which use by Assignee shall be permitted only after the occurrence of an Event of Default) shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignor. The term of the assignment granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Lender Indebtedness has been paid in full and the Loan Agreement is terminated.

**6. Reassignment.** This Assignment is made for collateral purposes only. Upon payment in full of all Lender Indebtedness and termination of the Loan Agreement, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any

disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Loan Agreement.

7. **Assignee's Right to Sue.** Upon the occurrence and during the continuance of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this **Section 7.**

8. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; 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.

9. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be 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 other clause or provision of this Assignment in any jurisdiction.

10. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

11. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to, after the occurrence of an Event of Default, (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the use by Assignee or its successors or assigns of the Patents, Trademarks, Copyrights and/or Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights and/or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 4** hereof. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Lender Indebtedness shall have been paid in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is

intended to facilitate the exercise of such rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by 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, Copyrights or Licenses may be located.

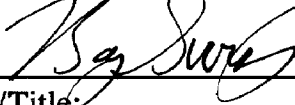
12. **Binding Effect; Benefits.** This Assignment shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

13. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.


14. **Prior Agreement.** This Agreement is an amendment and restatement of that certain Collateral Assignment of Patents, Trademarks, Licenses and Copyrights dated August 30, 1995 (the "Prior Agreement") from Assignor (formerly known as Nobel Education Dynamics, Inc.) to First Valley Bank, predecessor by merger to Summit Bank. Summit Bank previously assigned all of its right, title and interest in the Prior Agreement and all indebtedness secured thereby to Assignee. This Assignment is not intended to be a novation or satisfaction of the Prior Agreement, any indebtedness secured thereby or any rights or remedies in connection therewith.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment the day and year first above written.

**NOBEL LEARNING COMMUNITIES, INC.**

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


**SUMMIT BANK**

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

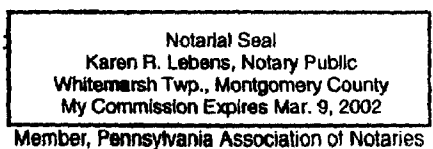
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF MONTGOMERY : SS  
:

On this the 9th day of March, 1999, before me the undersigned officer, personally appeared **RICHARD M. ZUCKER, ESQUIRE**, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state and a subscribing witness to the within instrument, and certified that he was personally present when **BARRY S. SWIRSKY** who acknowledged himself to be General Counsel and Assistant Secretary of Nobel Learning Communities, Inc., a Delaware corporation, and that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

In witness whereof, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

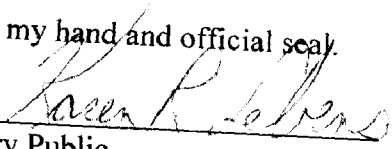
My commission expires:



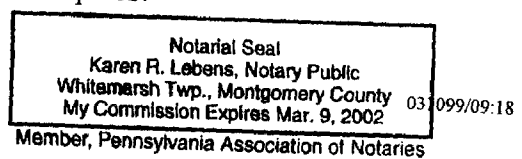
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF MONTGOMERY : SS  
:

On this the 9th day of March, 1999, before me the undersigned officer, personally appeared **RICHARD M. ZUCKER, ESQUIRE**, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state and a subscribing witness to the within instrument, and certified that he was personally present when **THOMAS LUNNY**, who acknowledged himself to be the Assistant Vice President of Summit Bank, and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the bank himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My commission expires:



BLU-64621\_1/PEY1368/SUM009-126556

**EXHIBIT "A"**

**TO**

**ASSIGNMENT OF PATENT, TRADEMARK,  
COPYRIGHT AND LICENSES AGREEMENT**

**Patents**

<b><u>Title</u></b>	<b><u>Patent No.</u></b>	<b><u>Expiration Date</u></b>
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NONE



**EXHIBIT "B"**  
**TO**  
**ASSIGNMENT OF PATENT, TRADEMARK,**  
**COPYRIGHT AND LICENSES AGREEMENT**

**TRADEMARKS**

<u>Marks</u>	<u>Registration No.</u>	<u>Registration Date</u>
Children's Park	1,305,492	November 13, 1984
The Rocking Horse Child Centers of America, Inc.	1,314,053	January, 8, 1985
The Rocking Horse Child Centers of America, Inc.	74/450413	October 25, 1993
Chesterbrook Academy (with design)	1,977,395	May 28, 1996
Carefree Learning Center	1,686,971	May 12, 1992
Another Generation	1,838,165	May 31, 1994
chesterbrook.com	EE961134*	September 9, 1996
merryhill.com	EE961135*	September 9, 1996
The Rocking Horse Child Care Centers of America, Inc.	**	June 8, 1983
McGregor Creative School (with design)	**	December 21, 1987

Applications for United States Service Marks

Application for an intent to use application for Nobel Tutorial.

Application for United States Service Mark for Nobel Learning Communities.

Application for United States Service Mark for Nobel Learning Advantage.

\*These are Tunisian trademarks.

\*\*These are state registered trademarks. The Rocking Horse Child Care Centers of America, Inc. trademark is registered in New Jersey and the McGregor Creative School trademark is registered in North Carolina

**EXHIBIT "C"**

**TO**

**ASSIGNMENT OF PATENT, TRADEMARK,  
COPYRIGHT AND LICENSES AGREEMENT**

**Copyrights**

**NONE**

BLU-64524\_1/ZRM1343/SUM009-126556

030999/11:58

RECORDED: 04/08/1999

TRADEMARK  
REEL: 001885 FRAME: 0128  
**REEL: 1885 FRAME: 0128**