

05-16-2003

5-15-03

Foam PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



102447927

Tab Settings ⇨ ⇨ ⇨ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ARAMARK Educational Resources, Inc.

- ☐ Assignment ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (a Delaware Corp.)
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Grant of Trademark Security Interest

Execution Date: May 9, 2003

2. Name and address of receiving party(ies)

Name: BNP Paribas, as Agent

Internal
 Internal Address: Attn: Credit Administration

Street Address: One Front Street, 23rd FloorCity: San Francisco State: CA Zip: 94111-5325

- ☐ 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
 (Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s) 76/311667; and (see
Attachment 1 for additional application numbers)

B. Trademark No.(s) 2622124; and (see Attachment 1
for additional trademark numbers).

Additional numbers attached? ☒ Yes ☐ No

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

Name: Gina Durham, Esq.Internal Address: c/o O'Melveny & Myers LLPStreet Address: 400 South Hope Street, Room 1919City: Los Angeles State: CA Zip: 900716. Total number of applications and registrations involved: 507. Total fee (37 CFR 3.41).....\$ 1,385.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number

05/16/2003 00000093 76311667

DO NOT USE THIS SPACE

9. Signature.

40.00 OP
 1225.00 OP
 120.00 OP

Gina Durham

Name of Person Signing

Signature

May 14, 2003

Date

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

10

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 2023

088,188-035

LA3:1041107.1

TRADEMARK
 REEL: 002655 FRAME: 0864

**ATTACHMENT 1
TO
TRADEMARK RECORDING FORM COVER SHEET**

Additional Trademarks

Registered Trademarks:

	Registered Owner	Trademark Description	Registration Number	Registration Date
1.	ARAMARK Educational Resources, Inc.	BECAUSE CHILDHOOD IS ONCE IN A LIFETIME	2182886	08/18/98
2.	ARAMARK Educational Resources, Inc.	BRANCH DESIGN	2259820	07/06/99
3.	ARAMARK Educational Resources, Inc.	CAMP USA CHILDREN'S WORLD	2180024	08/11/98
4.	ARAMARK Educational Resources, Inc.	CAMP USA	2066031	05/27/97
5.	ARAMARK Educational Resources, Inc.	CHAMPIONS	2373235	08/01/00
6.	ARAMARK Educational Resources, Inc.	CHILDREN'S WORLD LEARNING CENTERS	1606796	07/17/90
7.	ARAMARK Educational Resources, Inc.	CHILDREN'S WORLD	905288	12/29/70
8.	ARAMARK Educational Resources, Inc.	COOLEST SUMMER IN THE U.S.A.	1859069	10/18/94
9.	ARAMARK Educational Resources, Inc.	CRUISIN' THE INFO HIGHWAY	2079793	07/15/97
10.	ARAMARK Educational Resources, Inc.	DAYBRIDGE	2189883	09/15/98
11.	ARAMARK Educational Resources, Inc.	DRAGON WAGON	2134782	02/03/98

	Registered Owner	Trademark Description	Registration Number	Registration Date
12.	ARAMARK Educational Resources, Inc.	EVERY STEP IS AN OPPORTUNITY TO LEARN	2358354	06/13/00
13.	ARAMARK Educational Resources, Inc.	FIGURE WITH TRIANGLE DESIGN	2315326	02/08/00
14.	ARAMARK Educational Resources, Inc.	FUNFEST	2081953	07/22/97
15.	ARAMARK Educational Resources, Inc.	HAVE THE SUMMER OF A LIFETIME	2171369	07/07/98
16.	ARAMARK Educational Resources, Inc.	HOLIDAY FUNFEST	2348977	05/09/00
17.	ARAMARK Educational Resources, Inc.	KITE IN RECTANGLE DESIGN	2202215	11/03/98
18.	ARAMARK Educational Resources, Inc.	MAKING A DIFFERENCE FOR MORE THAN 30 YEARS	2518178	12/11/01
19.	ARAMARK Educational Resources, Inc.	MEDALLION	2300403	12/14/99
20.	ARAMARK Educational Resources, Inc.	MERITOR	2412736	12/12/00
21.	ARAMARK Educational Resources, Inc.	MERITOR	2243928	05/04/99
22.	ARAMARK Educational Resources, Inc.	PATHWAYS PRESCHOOL PLUS +	2123728	12/23/97
23.	ARAMARK Educational Resources, Inc.	PATHWAYS PRESCHOOL PLUS	2100062	09/23/97
24.	ARAMARK Educational Resources, Inc.	PATHWAYS	1622985	11/13/90
25.	ARAMARK Educational Resources, Inc.	QUEST 4 FUN	1927401	10/17/95
26.	ARAMARK Educational Resources, Inc.	QUEST 4 FUN!	1929224	10/24/95
27.	ARAMARK Educational Resources, Inc.	SEE WHERE YOUR CHILD CAN GO	2355977	06/06/00

	Registered Owner	Trademark Description	Registration Number	Registration Date
28.	ARAMARK Educational Resources, Inc.	SET YOUR MIND FREE	2567159	05/07/02
29.	ARAMARK Educational Resources, Inc.	STAR DESIGN	2265403	07/27/99
30.	ARAMARK Educational Resources, Inc.	TRACK PACK	2365171	07/04/00
31.	ARAMARK Educational Resources, Inc.	TREE DESIGN (MISCELLANEOUS DESIGN)	2269922	08/10/99
32.	ARAMARK Educational Resources, Inc.	WAY COOL, RIGHT AT SCHOOL!	2586339	06/25/02
33.	ARAMARK Educational Resources, Inc.	WE CALL IT LEARNING CHILDREN CALL IT FUN	1633500	01/29/91
34.	ARAMARK Educational Resources, Inc.	WHERE LEARNING AND FUN BECOME ONE	2592828	07/09/02
35.	ARAMARK Educational Resources, Inc.	MEGA MIX OF AFTER- SCHOOL KICKS!	2676837	01/21/03
36.	ARAMARK Educational Resources, Inc.	SUMMERTIME CHAMPIONS	2404530	11/14/00

Pending Trademarks:

	Applicant	Trademark Description	Application Date	Serial Number
1.	ARAMARK Educational Resources, Inc.	AURORA EDUCATIONAL RESOURCES	02/23/2001	76/215515
2.	ARAMARK Educational Resources, Inc.	AWESOME AMERICA	04/16/2001	76/241245
3.	ARAMARK Educational Resources, Inc.	CHAMPIONS	07/26/2000	76/097244

	Applicant	Trademark Description	Application Date	Serial Number
4.	ARAMARK Educational Resources, Inc.	CHILDREN'S WORLD OF READING	07/10/2002	76/429087
5.	ARAMARK Educational Resources, Inc.	KIDS ON THE GO	08/14/2002	78/154097
6.	ARAMARK Educational Resources, Inc.	KIDS ON THE JOB	08/14/2002	78/154106
7.	ARAMARK Educational Resources, Inc.	MAKING THE EARLY YEARS COUNT	10/10/2002	78/173102
8.	ARAMARK Educational Resources, Inc.	MERITUS	10/15/01	76/325362
9.	ARAMARK Educational Resources, Inc.	SUMMERTIME CHAMPIONS & DESIGN	4/10/03	76/161943
10.	ARAMARK Educational Resources, Inc.	THE DO-RIGHT CREW	01/22/2002	76/362186
11.	ARAMARK Educational Resources, Inc.	THE GREAT BREAK ESCAPE	08/31/2001	76/308137
12.	ARAMARK Educational Resources, Inc.	MEGA MIX OF SUMMER KICKS	04/04/00	76/017592

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, ARAMARK EDUCATIONAL RESOURCES, INC., a Delaware corporation ("**Grantor**"), 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, Knowledge Learning Corporation, a Delaware corporation ("**Company**"), has entered into a Credit Agreement dated as of May 9, 2003 (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 Company; and

WHEREAS, Company 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 at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, "**Hedge Counterparties**"); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of May 9, 2003 (said Subsidiary 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 "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Hedge Counterparties, pursuant to which Grantor 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 Company to make payments thereunder in the event of early termination thereof;

WHEREAS, Holdings has executed and delivered that certain Holdings Guaranty dated as of May 9, 2003 (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 Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 9, 2003 (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 but only to the extent permitted by agreements governing such license or other use) 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.

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 May, 2003.

**ARAMARK EDUCATIONAL RESOURCES,
INC.**

By: 

Name: Mark Fuller

Title: Chief Financial Officer

S-1

LA1:1006294

TRADEMARK
REEL: 002655 FRAME: 0871

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

Registered Trademarks:

	Registered Owner	Trademark Description	Registration Number	Registration Date
1.	ARAMARK Educational Resources, Inc.	A SUMMER JAM OF FESTIVAL FUN!	2622124	09/17/02
2.	ARAMARK Educational Resources, Inc.	BECAUSE CHILDHOOD IS ONCE IN A LIFETIME	2182886	08/18/98
3.	ARAMARK Educational Resources, Inc.	BRANCH DESIGN	2259820	07/06/99
4.	ARAMARK Educational Resources, Inc.	CAMP USA CHILDREN'S WORLD	2180024	08/11/98
5.	ARAMARK Educational Resources, Inc.	CAMP USA	2066031	05/27/97
6.	ARAMARK Educational Resources, Inc.	CHAMPIONS	2373235	08/01/00
7.	ARAMARK Educational Resources, Inc.	CHILDREN'S WORLD LEARNING CENTERS	1606796	07/17/90
8.	ARAMARK Educational Resources, Inc.	CHILDREN'S WORLD	905288	12/29/70
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5.	ARAMARK Educational Resources, Inc.	CHILDREN'S WORLD OF READING	07/10/2002	76/429087
6.	ARAMARK Educational Resources, Inc.	KIDS ON THE GO	08/14/2002	78/154097
7.	ARAMARK Educational Resources, Inc.	KIDS ON THE JOB	08/14/2002	78/154106
8.	ARAMARK Educational Resources, Inc.	MAKING THE EARLY YEARS COUNT	10/10/2002	78/173102
9.	ARAMARK Educational Resources, Inc.	MERITUS	10/15/01	76/325362
10.	ARAMARK Educational Resources, Inc.	SUMMERTIME CHAMPIONS & DESIGN	4/10/03	76/161943
11.	ARAMARK Educational Resources, Inc.	THE DO-RIGHT CREW	01/22/2002	76/362186
12.	ARAMARK Educational Resources, Inc.	THE GREAT BREAK ESCAPE	08/31/2001	76/308137
13.	ARAMARK Educational Resources, Inc.	MEGA MIX OF SUMMER KICKS	04/04/00	76/017592