

05-04-2005



REC'D  
TRADEMARKS UNIT  
102995192

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):

Children's Choice Learning Centers, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Nevada
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Guaranty Bank

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

Street Address: 8333 Douglas Avenue

City: Dallas

State: Texas

Country: United States Zip: 75225

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship \_\_\_\_\_

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)

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

Execution Date(s) April 4 and April 22, 2005

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

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

A. Trademark Application No.(s)

See Schedule 1 to Trademark Security Agreement

B. Trademark Registration No.(s)

See Schedule 1 to Trademark Security Agreement

Additional sheet(s) attached?  Yes  No

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

See Schedule 1 to Trademark Security Agreement

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

Name: Mark G. Chretien (081983.000236)

Internal Address: Bracewell & Giuliani LLP

Street Address: P.O. Box 61389

City: Houston

State: Texas Zip: 77208-1389

Phone Number: 713-221-3326

Fax Number: 713-437-5354

Email Address: mark.chretien@bracewellgiuliani.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-0259

Authorized User Name Bracewell & Giuliani

9. Signature:

Signature

04-28-05

Date

Mark G. Chretien

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

05/03/2005 ECOOPER 00000056 500259 2392872

01 FC:0521

02 FC:0522

275.00 DA

(40.00 DP)

TRADEMARK  
REEL: 003155 FRAME: 0886

**SCHEDULE 1 to Trademark Security Agreement**

**U.S. TRADEMARK REGISTRATIONS**

<b><u>MARK</u></b>	<b><u>REG. NO.</u></b>	<b><u>DATE</u></b>
CHILDREN'S CHOICE AND DESIGN	2392872	10/10/2000
SNIFFLES & SNUGGLES	2332024	3/21/2000
CHILD CARE THAT IS ALWAYS THERE	2385666	9/12/2000
QUALITY CHILD CARE THAT IS ALWAYS THERE	2776728	10/21/2003
CHILDREN'S CHOICE	2752740	8/19/2003
CHILDREN'S CHOICE LEARNING CENTERS	2773398	10/14/2003

**FOREIGN TRADEMARK REGISTRATIONS**

None.

**U.S. TRADEMARK APPLICATIONS**

BABY CLASSICS	Application No. 78/322, 359
TODDLER CLASSICS	Application No. 78/322, 367
PRESCHOOL CLASSICS	Application No. 78/322, 377
PEACE OF MIND	Application No. 78/405, 165
CHOICE TRACKING	Application No. 78/510, 118
CHOICE TRACKING (Stylized)	Application No. 78/510, 128

**FOREIGN TRADEMARK APPLICATIONS**

None.

**TRADEMARK LICENSES**

<b><u>Name of Agreement</u></b>	<b><u>Parties</u></b>	<b><u>Date of Agreement</u></b>
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None.

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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this "Agreement") is dated as of April 12, 2005 by and between CHILDREN'S CHOICE LEARNING CENTERS, INC., a Nevada corporation ("Grantor") and GUARANTY BANK, a Federal savings bank (the "Secured Party").

**WHEREAS**, Grantor, owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

**WHEREAS**, Children's Choice SB Corporation, a Texas corporation ("Borrower"), a wholly-owned subsidiary of Grantor, has entered into a Loan Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement), with Secured Party, providing for extensions of credit and other financial accommodations to be made to Borrower by Lender; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Borrower, Grantor and certain of their affiliates and Lender (in such capacity, "Grantee"), Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired general intangibles, including Trademarks (as hereinafter defined), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Indebtedness" (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral 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.

As used herein, the term "Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.


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[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer effective as of the ~~10th~~ <sup>11th</sup> day of April, 2005.

**GRANTOR:**

**CHILDREN'S CHOICE LEARNING  
CENTERS, INC., a Nevada corporation**

By:



Nate McClintock  
President

Acknowledged and accepted as of the day  
and year first written above:

**GRANTEE:**

**GUARANTY BANK**

By:

\_\_\_\_\_  
Amanda Lee  
Vice President

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer effective as of the 4<sup>th</sup> day of April, 2005.

**GRANTOR:**

**CHILDREN'S CHOICE LEARNING  
CENTERS, INC.**, a Nevada corporation

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

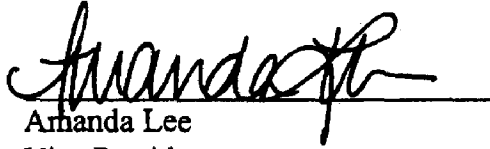
Nate McClintock  
President

Acknowledged and accepted as of the day  
and year first written above:

**GRANTEE:**

**GUARANTY BANK**

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

  
Arhanda Lee  
Vice President

