

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KinderCare Learning Centers, Inc.		11/09/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Agent		
Street Address:	One Front Street, 23rd Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111-5325		
Entity Type:	Unknown:		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	1345219		
Registration Number:	1425219		
Registration Number:	2075223	FEED ME FUN	
Registration Number:	2082421	KC IMAGINATION HIGHWAY	
Registration Number:	2155322	KC IMAGINATION HIGHWAY	
Registration Number:	1513719	KINDER BEAR	
Registration Number:	1224603	KINDER CARE	
Registration Number:	1594176	KINDER CARE	
Registration Number:	1905371	KINDER CARE	
Registration Number:	1142919	KINDER CARE	
Registration Number:	1238509	KINDER CARE	
Registration Number:	1859542	KINDER CARE	
Registration Number:	1580750	KINDER CARE AT WORK	
Registration Number:	2308798	KINDERGARTEN AT KINDER CARE...JOURNEY TO	

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TRADEMARK
REEL: 003193 FRAME: 0325

		DISCOVERY
Registration Number:	1270349	KINDEROO
Registration Number:	2786396	KINDUSTRY
Registration Number:	1536887	LET ME DO IT
Registration Number:	1879578	LET'S MOVE, LET'S PLAY
Registration Number:	1538530	MY WINDOW ON THE WORLD
Registration Number:	2134246	WELCOME TO LEARNING
Registration Number:	2320557	YOUR CHILD'S FIRST CLASSROOM
Serial Number:	76346892	KINDERACADEMY
Serial Number:	76347007	KINDERCAMBUS

CORRESPONDENCE DATA

Fax Number: (213)430-6407

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

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, KINDERCARE LEARNING CENTERS, 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 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 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 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, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of November 9, 2005 (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, 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 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 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

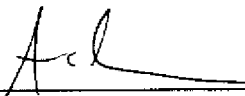
have granted a security interest in, all such rights and interests as if such provision had never been in effect.

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:

	Registered Owner	Trademark Description	Registration Number	Registration Date
1.	KinderCare Learning Centers, Inc.	DESIGN ONLY	1,345,219	06/25/85
2.	KinderCare Learning Centers, Inc.	DESIGN ONLY	1,425,219	01/13/87
3.	KinderCare Learning Centers, Inc.	FEED ME FUN	2,075,223	07/01/97
4.	KinderCare Learning Centers, Inc.	KC IMAGINATION HIGHWAY	2,082,421	07/22/97
5.	KinderCare Learning Centers, Inc.	KC IMAGINATION HIGHWAY + DESIGN	2,155,322	05/05/98
6.	KinderCare Learning Centers, Inc.	KINDER BEAR <CHILDREN>	1,513,719	11/22/88
7.	KinderCare Learning Centers, Inc.	KINDERCARE	1,224,603	01/18/03
8.	KinderCare Learning Centers, Inc.	KINDERCARE	1,594,176	05/01/90
9.	KinderCare Learning Centers, Inc.	KINDERCARE	1,905,371	07/18/95
10.	KinderCare Learning Centers, Inc.	KINDERCARE AND DESIGN	1,142,919	12/09/80
11.	KinderCare Learning Centers, Inc.	KINDERCARE AND DESIGN	1,238,509	05/17/83
12.	KinderCare Learning Centers, Inc.	KINDERCARE AND DESIGN	1,859,542	10/25/94
13.	KinderCare Learning Centers, Inc.	KINDERCARE AT WORK	1,580,750	01/30/90
14.	KinderCare Learning Centers, Inc.	KINDERGARTEN AT KINDERCARE ... JOURNEY TO DISCOVERY	2,308,798	01/18/00
15.	KinderCare Learning Centers, Inc.	KINDEROO (stylized)	1,270,349	03/13/84
16.	KinderCare Learning Centers, Inc.	KINDUSTRY	2,786,396	11/25/03
17.	KinderCare Learning Centers, Inc.	LET ME DO IT	1,536,887	04/25/89
18.	KinderCare Learning Centers, Inc.	LET'S MOVE, LET'S PLAY	1,879,578	02/21/95
19.	KinderCare Learning Centers, Inc.	MY WINDOW ON THE WORLD	1,538,530	05/09/89

Schedule A-1

LA3:1104002.2

**TRADEMARK
REEL: 003193 FRAME: 0331**

	Registered Owner	Trademark Description	Registration Number	Registration Date
20.	KinderCare Learning Centers, Inc.	WELCOME TO LEARNING	2,134,246	02/03/98
21.	KinderCare Learning Centers, Inc.	YOUR CHILD'S FIRST CLASSROOM	2,320,557	02/22/00

Pending Trademarks:

	Registered Owner	Trademark	Application Date	Serial Number
1.	KinderCare Learning Centers, Inc.	KINDERACADEMY	12/07/01	76/346892
2.	KinderCare Learning Centers, Inc.	KINDERCAMPUS	12/07/01	76/347007