

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Primrose School Franchising Company		03/31/2006	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	CIT Lending Services Corporation
Street Address:	1 CIT Drive
Internal Address:	3rd Floor
City:	Livingston
State/Country:	NEW JERSEY
Postal Code:	07039
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2860596	BALANCED CHILD
Registration Number:	2700987	BALANCED LEARNING
Registration Number:	2095359	PERCY PRIMROSE SCHOOLS
Registration Number:	1937949	PRIMROSE
Registration Number:	2771476	PRIMROSE PALS
Registration Number:	1844809	PRIMROSE SCHOOLS
Registration Number:	2052715	PRIMROSE SCHOOLS EXPLORERS CLUB
Registration Number:	2015824	PRIMROSE SCHOOLS HELPING HANDS
Registration Number:	2015825	PRIMROSE SCHOOLS I'VE GOT PRIDE!
Registration Number:	2115129	PRIMROSE SCHOOLS LIFE SKILLS LIFE SKILLS IN PROGRESS SM
Registration Number:	2015826	PRIMROSE SCHOOLS MR. CAN DO
Registration Number:	2017864	PRIMROSE SCHOOLS MUCHO MUNDO

CH \$565.00 2860596

Registration Number:	2019317	PRIMROSE SCHOOLS MUD PIES
Registration Number:	2015858	PRIMROSE SCHOOLS NOGGIN' JOGGIN'
Registration Number:	2017863	PRIMROSE SCHOOLS POSIES & POLLYWOGS
Registration Number:	2017862	PRIMROSE SCHOOLS RHYTHM & NOTES
Registration Number:	2017865	PRIMROSE SCHOOLS THUMBS UP!
Registration Number:	2166814	STANDARD OF EXCELLENCE ACCREDITATION
Registration Number:	2688545	WEBWEAVERS
Registration Number:	2697664	WEBWEAVERS PRIMROSE SCHOOLS
Serial Number:	78582556	CATCH UP, KEEP UP OR GET AHEAD!
Registration Number:	2047370	PRIMROSE SCHOOLS ADOPT-A-GRANDPARENT

CORRESPONDENCE DATA

Fax Number: (212)836-8026
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-836-7319
Email: psomelofske@kayescholer.com
Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP
Address Line 1: 425 Park Avenue
Address Line 2: 14-B
Address Line 4: New York, NEW YORK 10022-3598

NAME OF SUBMITTER:	Paul J. Somelofske
Signature:	/Paul J. Somelofske/
Date:	04/03/2006

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2006, by each of the entities listed on the signature pages hereof (or that becomes a party hereto pursuant to Section 7.14 of the First Lien Pledge and Security Agreement referred to below) (each a "Grantor") and, collectively, the "Grantors"), in favor of CIT Lending Services Corporation ("CIT"), as agent for the Secured Parties (as defined in the First Lien Pledge and Security Agreement, as defined below) (in such capacity, the "First Lien Agent").

RECITALS:

A. Pursuant to the Credit Agreement dated as of March 31, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among PHC Acquisition, Inc. (the "Parent"), certain Affiliates of the Parent, Primrose School Franchising Company (the "Borrower"), the Lenders (as defined in the Credit Agreement) at any time party thereto, and CIT as administrative agent and collateral agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

B. Parent and certain of its Affiliates have guaranteed the Obligations (as defined in the First Lien Pledge and Security Agreement, as defined below) of Borrower pursuant to that certain Guaranty dated as of March 31, 2006, by and between Parent and certain of its Affiliates and each of the other entities listed on the signature pages thereof that becomes party thereto, in favor of the First Lien Agent as administrative and collateral agent for the Lenders from time to time party to the Credit Agreement; and

C. All the Grantors are party to that certain First Lien Pledge and Security Agreement dated as of March 31, 2006 (the "First Lien Pledge and Security Agreement") in favor of the First Lien Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the First Lien Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the First Lien Agent as follows:

SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement or in the First Lien Pledge and Security Agreement, as the case may be, and used herein have the meaning given to them in the Credit Agreement or the First Lien Pledge and Security Agreement, as the case may be.

SECTION 2. Grant of Security Interest in Trademark Collateral

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of

the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the First Lien Agent, for the benefit of the Secured Parties, and grants to the First Lien Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. First Lien Pledge and Security Agreement

3.1 The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the First Lien Agent pursuant to the First Lien Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

* * *

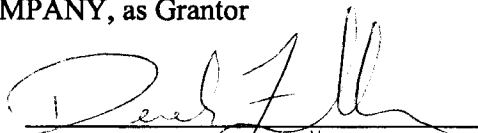
[Signatures Pages Follow]

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

Very truly yours,

PRIMROSE SCHOOL FRANCHISING
COMPANY, as Grantor


By



Name: Derek K. Fuller
Title: CEO / Vice President

ACCEPTED AND AGREED
as of the date first above written:

CIT LENDING SERVICES CORPORATION,
as First Lien Agent

By 
Name: *Michael Graham*
Title: *Vice President*

ACKNOWLEDGMENT OF GRANTOR

STATE OF) *Georgia*
) ss.
COUNTY OF) *Colqu*

On this 28 day of March, 2009 before me personally appeared *Derek Fuller* proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of *PSFC*, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

A.P. Gallagher
Notary Public

A.P. Gallagher, Notary Public
My Commission Expires, May 8th 2009

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

**Federal Trademark Registrations and Applications
Primrose School Financing Company**

Trademark Name	Appl Number	Reg Number	Status	Filing Date	Reg Date
BALANCED CHILD	76/176424	2860596	Registered	06-Dec-2000	06-Jul-2004
BALANCED LEARNING	76/131989	2700987	Registered	20-Sep-2000	25-Mar-2003
PERCY (and design)	75/214840	2095359	Registered	17-Dec-1996	09-Sep-1997
PRIMROSE	74/523176	1937949	Registered	04-May-1994	28-Nov-1995
PRIMROSE PALS	76/477055	2771476	Registered	19-Dec-2002	07-Oct-2003
PRIMROSE SCHOOLS (and design)	74/420025	1844809	Registered	03-Aug-1993	12-Jul-1994
PRIMROSE SCHOOLS ADOPT -A- GRANDPARENT (and design)	75/041192	2047370	Registered	11-Jan-1996	25-Mar-1997
PRIMROSE SCHOOLS EXPLORERS CLUB (and design)	75/110381	2052715	Registered	28-May-1996	15-Apr-1997
PRIMROSE SCHOOLS HELPING HANDS (and design)	75/041193	2015824	Registered	11-Jan-1996	12-Nov-1996
PRIMROSE SCHOOLS I'VE GOT PRIDE! (and design)	75/041194	2015825	Registered	11-Jan-1996	12-Nov-1996
PRIMROSE SCHOOLS LIFE SKILLS (and design)	75/041195	2115129	Registered	11-Jan-1996	25-Nov-1997
PRIMROSE SCHOOLS MR. CAN DO (and design)	75/041196	2015826	Registered	11-Jan-1996	12-Nov-1996
PRIMROSE SCHOOLS MUCHO MUNDO (and design)	75/041197	2017864	Registered	11-Jan-1996	19-Nov-1996
PRIMROSE SCHOOLS MUD PIES (and design)	75/043330	2019317	Registered	16-Jan-1996	26-Nov-1996
PRIMROSE SCHOOLS NOGGIN' JOGGIN' (and design)	75/043331	2015858	Registered	16-Jan-1996	12-Nov-1996
PRIMROSE SCHOOLS POSIES & POLLYWOGS (and design)	75/041191	2017863	Registered	11-Jan-1996	19-Nov-1996
PRIMROSE SCHOOLS RHYTHM & NOTES (and design)	75/041190	2017862	Registered	11-Jan-1996	19-Nov-1996

Trademark Name	Appl Number	Reg Number	Status	Filing Date	Reg Date
PRIMROSE SCHOOLS THUMBS UP! (and design)	75/041198	2017865	Registered	11-Jan-1996	19-Nov-1996
STANDARD OF EXCELLENCE ACCREDITATION (and design)	75/110379	2166814	Registered	28-May-1996	23-Jun-1998
WEBWEAVERS	76/405824	2688545	Registered	10-May-2002	18-Feb-2003
WEBWEAVERS (and design)	76/405143	2697664	Registered	10-May-2002	18-May-2003
CATCH UP, KEEP UP OR GET AHEAD!	78/582556		Pending	08-Mar-2005	

PHC Acquisition, Inc.

None

Primrose Holdings, Inc.

None

PS-Bentwater, Inc.

None

**State Trademark Registrations
Primrose School Financing Company**

Trademark Name	Reg Number	Status	Reg Date	State
L	107718	Registered	30-Jul-1999	Alabama
PRIMROSE SCHOOLS (and design)	107717	Registered	30-Jul-1999	Alabama
PRIMROSE SCHOOLS	19981231179	Registered	30-Dec-1998	Colorado
PRIMROSE SCHOOLS	19981231183	Registered	30-Dec-1998	Colorado
PRIMROSE SCHOOLS (and design)	T-10917	Registered	24-Apr-1989	Florida
PRIMROSE	T96000000035	Registered; Renewed	27-Dec-1995	Florida
PRIMROSE	T96000000034	Registered; Renewed	27-Dec-1995	Florida
PRIMROSE SCHOOLS (and design)	T-06000000008	Registered	05-Jan-2006	Florida
PRIMROSE SCHOOLS (and design)	T-06000000009	Registered	05-Jan-2006	Florida
PRIMROSE SCHOOLS (and design)	S-17973	Registered	16-Jul-1999	Georgia
PRIMROSE SCHOOLS (and design)	S-22544	Registered	03-Jan-2006	Georgia
PRIMROSE	011981	Registered; Renewed	19-Mar-1996	North Carolina

Trademark Name	Reg Number	Status	Reg Date	State
PRIMROSE	011984	Registered; Renewed	19-Mar-1996	North Carolina
PRIMROSE SCHOOL FRANCHISING COMPANY	1115654	Registered	07-Oct-1999	Ohio
PRIMROSE SCHOOLS	1115371	Registered	07-Oct-1999	Ohio
PRIMROSE SCHOOLS	1115370	Registered	07-Oct-1999	Ohio
PRIMROSE SCHOOL FRANCHISING COMPANY	1115369	Registered	07-Oct-1999	Ohio
PRIMROSE SCHOOLS (and design)	12091554	Registered	22-Dec-2005	Oklahoma
PRIMROSE	12098360	Registered	02-March-2006	Oklahoma
PRIMROSE SCHOOLS (and design)	800593208	Registered	21 Dec 2005	Texas
PRIMROSE SCHOOLS (and design)	800593203	Registered	24 March 2006	Texas
PRIMROSE	800622755	Registered	24 March 2006	Texas
PRIMROSE	800622756	Registered	24 March 2006	Texas

PHC Acquisition, Inc.

None

Primrose Holdings, Inc.

None

PS-Bentwater, Inc.

None

**State Trademark Applications
Owned by Primrose School Financing Company**

Trademark Name	Appl Number	Status	Appl Date	State
PRIMROSE SCHOOLS (and design)	Not yet available	Recently Filed; Pending	06-March-2006	Alabama
PRIMROSE SCHOOLS (and design)	Not yet available	Recently Filed; Pending	06-March-2006	Alabama
PRIMROSE SCHOOLS (and design)	Not yet available	Recently Filed; Pending	19-Dec-2005	Georgia
PRIMROSE SCHOOLS (and design)	Not yet available	Recently Filed; Pending	19-Dec-2005	Georgia
PRIMROSE SCHOOLS (and design)	Not yet available	Recently Filed; Pending	21-Dec-2005	North Carolina
PRIMROSE SCHOOLS (and design)	Not yet available	Recently Filed; Pending	21-Dec-2005	North Carolina
PRIMROSE SCHOOLS (and design)	Not yet available	Recently Filed; Pending	16-Feb-2006	North Carolina
PRIMROSE SCHOOLS (and design)	Not yet available	Recently Filed; Pending	16-Feb-2006	North Carolina

Trademark Name	Appl Number	Status	Appl Date	State
PRIMROSE SCHOOLS (and design)	Not yet available	Recently Filed; Pending	21-Dec-2005	Tennessee
PRIMROSE SCHOOLS (and design)	Not yet available	Recently Filed; Pending	21-Dec-2005	Tennessee

PHC Acquisition, Inc.

None

Primrose Holdings, Inc.

None

PS-Bentwater, Inc.

None