

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nobel Learning Communities, Inc.		10/30/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Harris N.A., as Secured Party
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	75893694	CAMP ZONE
Serial Number:	74612733	CHESTERBROOK ACADEMY
Serial Number:	74612009	CHESTERBROOK ACADEMY CA
Serial Number:	78689273	DESTINATION ADVENTURE
Serial Number:	78689276	EXTREME ADVENTURES
Serial Number:	78506259	FRED
Serial Number:	78599395	IAM
Serial Number:	78397364	INSPIRATION . . . MOTIVATION . . . EDUCATION
Serial Number:	78568559	KINDERGARTEN KICKOFF
Serial Number:	78776244	LINKS TO LEARNING
Serial Number:	78579116	MERRYHILL SCHOOL
Serial Number:	78459665	MERRYHILL SCHOOLS
Serial Number:	76457185	PALADIN ACADEMY
Serial Number:	78928060	THE HONOR ROLL SCHOOL

CH \$415.00 75893694

Serial Number:	74450413	THE ROCKING HORSE CHILD CARE CENTER
Serial Number:	73693737	

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1643592
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	11/09/2006

Total Attachments: 5
source=2135347#page1.tif
source=2135347#page2.tif
source=2135347#page3.tif
source=2135347#page4.tif
source=2135347#page5.tif

TRADEMARK COLLATERAL AGREEMENT

This 30th day of October, 2006, NOBEL LEARNING COMMUNITIES, INC., a Delaware corporation (the "*Debtor*"), with its principal place of business and mailing address at 1615 West Chester Pike, West Chester, PA 19382 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to HARRIS N.A., as successor by merger with Harris Trust and Savings Bank ("*Harris*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (said Harris acting as such agent and any successor or successors to said Harris in such capacity being hereinafter referred to as the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by a Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations as set out in that certain Amended and Restated Security Agreement dated as of October 30, 2006 originally by and between Debtor, certain of its affiliates and Secured Party (such Security Agreement as the same may be amended, supplemented, restated, or modified from time to time being referred to herein as the "*Security Agreement*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the mortgage, pledge and 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.

This Agreement hereby amends and restates that certain Trademark Collateral Agreement dated as of February 20, 2004 between Debtor and Secured Party.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NOBEL LEARNING COMMUNITIES, INC.

By 
Name: Thomas Frank
Title: CFO

Accepted and agreed to in Chicago, Illinois as of the date first above written.

HARRIS N.A., as Secured Party

By _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NOBEL LEARNING COMMUNITIES, INC.

By

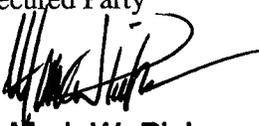
Name: _____

Title: _____

Accepted and agreed to in Chicago, Illinois as of the date first above written.

HARRIS N.A., as Secured Party

By

Name:  _____
Mark W. Piekos

Title: _____
Managing Director

SCHEDULE A-1

TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARKS - NOBEL LEARNING COMMUNITIES, INC.

TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
CAMP ZONE	75/893,694	1/7/2000	2480869	8/21/2001
CHESTERBROOK ACADEMY	74/612,733	12/19/1994	1977395	5/28/1996
CHESTERBROOK ACADEMY CA & DESIGN	74/612,009	12/16/1994	1977394	5/28/1996
DESTINATION ADVENTURE	78/689,273	8/10/2005	3120496	7/25/2006
EXTREME ADVENTURES	78/689,276	8/10/2005	3162110	10/24/2006
FRED	78/506,259	10/26/2004	3028581	12/13/2005
IAM	78/599,395	3/31/2005		
INSPIRATION... MOTIVATION... EDUCATION	78/397,364	4/6/2004		
KINDERGARTEN KICKOFF	78/568,559	2/16/2005	3160599	10/17/2006
LINKS TO LEARNING	78/776,244	12/19/2005		
MERRYHILL SCHOOL	78/579,116	3/3/2005	3002015	9/27/2005
MERRYHILL SCHOOLS	78/459,665	7/30/2004	3001574	9/27/2005
PALADIN ACADEMY	76/457,185	10/9/2002	2755801	8/26/2003
THE HONOR ROLL SCHOOL	78/928,060	7/12/2006		
THE ROCKING HORSE CHILDCARE CENTER & DESIGN	74/450,413	10/25/1993	1859023	10/18/1994
DESIGN ONLY	73/693,737	11/5/1987	1498080	7/26/1988

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None.