

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
College Coach LLC		08/31/2006	LIMITED LIABILITY COMPANY: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bright Horizons Children's Centers, Inc.		
<b>Street Address:</b>	200 Talcott Avenue South		
<b>City:</b>	Watertown		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02472		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75575715	COLLEGE COACH	
<b>Serial Number:</b>	75575716	COLLEGE COACH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)673-8629		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-673-8130		
<b>Email:</b>	nvalentine@brighthorizons.com		
<b>Correspondent Name:</b>	Nicholas W. Valentine		
<b>Address Line 1:</b>	200 Talcott Avenue South		
<b>Address Line 4:</b>	Watertown, MASSACHUSETTS 02472		
<b>NAME OF SUBMITTER:</b>	Nicholas W. Valentine		
<b>Signature:</b>	/Nicholas W. Valentine/		
<b>Date:</b>	11/21/2006		

OP \$65.00 75575715

**Total Attachments: 8**

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

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This Assignment and Assumption Agreement (this "Agreement") is made and entered into this 31 day of August, 2006 by and between **BRIGHT HORIZONS CHILDREN'S CENTERS, INC.**, ("Assignee"), a Delaware corporation, with its principal office located at 200 Talcott Avenue, Watertown, MA 02472, and **COLLEGE COACH, LLC.**, ("Assignor") a Massachusetts Limited Liability Company, with its principal office located at 200 Talcott Avenue, Watertown, MA 02472.

### WITNESSETH:

WHEREAS, Assignor is the holder of United States trademarks numbered 75575715 (attached as Exhibit A) and 75575716 (attached as Exhibit B) (collectively "the Trademarks"); and

WHEREAS, Assignor wishes to assign its entire right title and interest in the Trademarks to Assignee; and

WHEREAS, Assignee wishes to assume those rights.

NOW, THEREFORE, in consideration of the mutual agreements and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The Assignor with full title hereby assigns and transfers unto Assignee free from encumbrances its entire right, title, and interest in the Trademarks including the goodwill attaching to the use thereof and all rights of action remedies, powers and benefits pertaining thereto.

### Assignor Warranties

Assignor hereby warrants that:

- (a) Assignor is the proprietor of the Trademarks and has the full power to enter in to this assignment.
- (b) Assignor has not granted any licenses to use the Trademarks.
- (c) Assignor has not knowingly withheld from Assignee any knowledge or circumstances that may endanger the validity of the Trademarks or the ability of Assignee to record this assignment.
- (d) Assignor will not interfere with the lawful use of the Trademarks by Assignee or its successors, divisions, assigns, companies, subsidiaries, parent or affiliates.

(e) Assignor will immediately discontinue all usage of the Trademarks.

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**Severability**

If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objective.

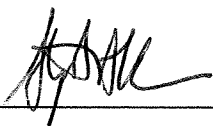
**Governing Law.**

This Agreement will be governed and interpreted under the laws of the Commonwealth of Massachusetts.

**IN WITNESS WHEREOF**, the parties hereto duly execute this Agreement all as of the day and date first above written, each by a duly authorized officer or officers.

College Coach, LLC

Bright Horizons Children's Centers,  
Inc.

BY: 

BY: 

NAME: Stephen Kraner

NAME: Stephen Dreier

TITLE: President

TITLE: Chief Administrative Officer

Exhibit A

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**Trademarks > Trademark Electronic Search System(Tess)**

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**Word Mark** COLLEGE COACH  
**Goods and Services** IC 042. US 100 101. G & S: counseling, namely, offering advice regarding selection, application and financing of post-secondary education. FIRST USE: 19980817. FIRST USE IN COMMERCE: 19980817  
**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS  
**Design Search Code** 09.05.25 - Batting helmets; Caps, nurses; Caps, swimming; Dunce caps; Football helmets; Hats, graduation (mortarboards); Helmets, athletic; Helmets, construction; Helmets, military; Helmets, protective; Mortarboards; Mortarboards (hats); Safety helmets  
 26.07.21 - Diamonds that are completely or partially shaded  
 26.11.21 - Rectangles that are completely or partially shaded  
**Serial Number** 75575715  
**Filing Date** October 21, 1998  
**Current Filing Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** December 7, 1999  
**Registration Number** 2323533  
**Registration Date** February 29, 2000  
**Owner** (REGISTRANT) College Coach, LLC LTD LIAB CO MASSACHUSETTS 233 Needham St. Suite

200 Newton MASSACHUSETTS 02464

Attorney of Record Heather E. Balmat  
 Type of Mark SERVICE MARK  
 Register PRINCIPAL  
 Affidavit Text SECT 15. SECT 8 (6-YR).  
 Live/Dead Indicator LIVE

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**Exhibit B**

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## Typed Drawing

<b>Word Mark</b>	COLLEGE COACH
<b>Goods and Services</b>	IC 042. US 100 101. G & S: counseling, namely, offering advice regarding selection, application and financing of post-secondary education. FIRST USE: 19980624. FIRST USE IN COMMERCE: 19980624
<b>Mark Drawing Code</b>	(1) TYPED DRAWING
<b>Design Search Code</b>	
<b>Serial Number</b>	75575716
<b>Filing Date</b>	October 21, 1998
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	December 14, 1999
<b>Registration Number</b>	2325756
<b>Registration Date</b>	March 7, 2000
<b>Owner</b>	(REGISTRANT) College Coach, LLC LTD LIAB CO MASSACHUSETTS 233 Needham St. Suite 200 Newton MASSACHUSETTS 02464
<b>Attorney of Record</b>	BRIAN L. MICHAELIS
<b>Type of Mark</b>	SERVICE MARK
<b>Register</b>	PRINCIPAL
<b>Affidavit Text</b>	SECT 15. SECT 8 (6-YR).
<b>Live/Dead Indicator</b>	LIVE

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