

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bright Horizons Limited Partnership		05/28/2008	LIMITED PARTNERSHIP: MASSACHUSETTS

**RECEIVING PARTY DATA**

Name:	Bright Horizons Family Solutions LLC
Street Address:	200 Talcott Avenue South
City:	Watertown
State/Country:	MASSACHUSETTS
Postal Code:	02471-9177
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	77236197	
Serial Number:	77233917	BACK-UP CARE ADVANTAGE PROGRAM
Serial Number:	77001659	HORIZONS DESIGN
Serial Number:	78972501	HORIZONS DESIGN
Serial Number:	75538742	BRIGHT HORIZONS FAMILY SOLUTIONS
Serial Number:	75538649	BRIGHT HORIZONS FAMILY SOLUTIONS
Serial Number:	73692782	BRIGHT HORIZONS

**CORRESPONDENCE DATA**

Fax Number: (617)951-7050  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (617)951-7901  
 Email: Maddy.Zeylikman@ropesgray.com, erin.dugan@ropesgray.com  
 Correspondent Name: Madelyn D. Zeylikman c/o ROPES & GRAY  
 Address Line 1: One International Place

**CH \$190.00 77236197**

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:

BCCI-064-196

NAME OF SUBMITTER:

Madelyn D. Zeylikman

Signature:

/madelyn zeylikman/

Date:

06/04/2008

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated as of May 28, 2008, and is made from Bright Horizons Limited Partnership, a limited partnership under Massachusetts law, having its place of business at 200 Talcott Avenue South, Watertown, MA 02471-9177 ("Assignor") to Bright Horizons Family Solutions LLC, a limited liability company under Delaware law, having its place of business at 200 Talcott Avenue South, Watertown, MA 02471-9177 (hereinafter called "Assignee").

WHEREAS, Assignor has adopted and used and is using in commerce the trademarks set forth in the attached Schedule I (the "Marks"); and

WHEREAS, Assignor and Assignee have entered into a Master Intellectual Property Assignment Agreement dated as of May 28, 2008 (the "Master Agreement") and pursuant to the Master Agreement, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, said Marks and the goodwill associated with such Marks.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns and transfers to Assignee, its successors and assigns, all rights, title and interests in and to the Marks, the goodwill of its business symbolized by the Marks, and all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement. Assignor agrees to execute all documents and assignments and to perform such other acts as Assignee may reasonably request to secure to it the rights hereby conveyed.
2. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents and perform such further acts, as may be necessary to convey, transfer, assign and deliver to, and consolidate, vest and record in Assignee, full ownership of the Marks and other rights conveyed herewith.
3. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks to record this Assignment, as to the assigned Marks herein referred to.
4. Assignors hereby request and authorize Ropes & Gray LLP, of One International Place, Boston, MA 02110 to insert hereon any further identification information necessary or desirable for recordation of this document, including without limitation the filing date and registration number or application number of assigned applications or registrations, if not yet known, when known.
5. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such

invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other assigned Marks.

6. This Assignment shall be construed and enforced in accordance with the internal laws (and not the law of conflicts of laws) of the United States of America and the State of Delaware. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, all of which shall constitute one and the same Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery the facsimile signature shall be deemed to have the same effect as if the original signature had been delivered to the other party.

*[Rest of page intentionally left blank.]*

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the day and year first written above.

ASSIGNOR:

BRIGHT HORIZONS LIMITED PARTNERSHIP

By: BRIGHT HORIZONS, INC.,  
its General Partner

By: [Signature]  
Name:  
Title:

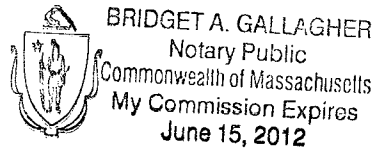
STATE OF MASSACHUSETTS )  
 )ss.  
COUNTY OF MIDDLESEX )

On MAY 22, 2008, before me, the undersigned, a Notary Public in and for such State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as a \_\_\_\_\_ (title) of \_\_\_\_\_ (company).

WITNESS my hand and official seal.

[SEAL]

Bridget Gallagher  
Notary Public  
My Commission expires on: \_\_\_\_\_



Accepted by:

ASSIGNEE:

BRIGHT HORIZONS FAMILY SOLUTIONS LLC

By: [Signature]  
Name:  
Title:


STATE OF MASSACHUSETTS )  
 )ss.  
COUNTY OF MIDDLESEX )

On MAY 22, 2008, before me, the undersigned, a Notary Public in and for such State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as a \_\_\_\_\_ (title) of \_\_\_\_\_ (company).



WITNESS my hand and official seal.

[SEAL]

[Signature]  
Notary Public  
My Commission expires on: \_\_\_\_\_

 BRIDGET A. GALLAGHER  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
June 15, 2012

**Schedule I**  
**Trademarks**

Description of Trademark	Serial Number	Registration Number
Design Only  	77236197	3398239
BACK-UP CARE ADVANTAGE PROGRAM	77233917	
HORIZONS DESIGN  	77001659	3358413
HORIZONS DESIGN  <small>HORIZONS DESIGN</small>	78972501	3359864
BRIGHT HORIZONS FAMILY SOLUTIONS	75538742	2283209
BRIGHT HORIZONS FAMILY SOLUTIONS  	75538649	2308821
BRIGHT HORIZONS	73692782	1495542