

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
ChildrenFirst Inc.		05/28/2008	CORPORATION: 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: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75049299	CHILDREN FIRST	
CORRESPONDENCE DATA			
Fax Number:	(617)951-7050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6179517901		
Email:	Maddy.Zeylikman@ropesgray.com, erin.dugan@ropesgray.com		
Correspondent Name:	Madelyn D. Zeylikman c/o ROPES & GRAY		
Address Line 1:	One International Place		
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		

CH 75049299 \$40.00

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 ChildrenFirst Inc., a corporation 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:
CHILDRENFIRST INC.

By: [Signature]
Name:
Title:

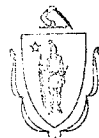
STATE OF MASSACHUSETTS)
)ss.
COUNTY OF MIDDLESEX)

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: _____

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

Accepted by:

ASSIGNEE:

BRIGHT HORIZONS FAMILY SOLUTIONS LLC

By: [Signature]
Name:
Title:

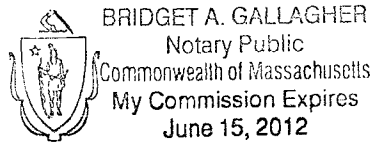
STATE OF MASSACHUSETTS)
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COUNTY OF MIDDLESEX)

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: _____



Schedule I
Trademarks

Description of Trademark	Serial Number	Registration Number
CHILDREN FIRST	75049299	2027048