

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
Bright Horizons Family Solutions, LLC		05/28/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3398239	
Registration Number:	3358413	HORIZONS DESIGN
Registration Number:	3359864	HORIZONS DESIGN
Registration Number:	2323533	COLLEGE COACH
Registration Number:	2325756	COLLEGE COACH
Registration Number:	2283209	BRIGHT HORIZONS FAMILY SOLUTIONS
Registration Number:	2308821	BRIGHT HORIZONS FAMILY SOLUTIONS
Registration Number:	1495542	BRIGHT HORIZONS
Registration Number:	2027048	CHILDREN FIRST
Serial Number:	77233917	BACK-UP CARE ADVANTAGE PROGRAM

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: philip.ratner@weil.com, phyllis.depaola@weil.com
Correspondent Name: Weil, Gotshal Manges c/o Philip Ratner
Address Line 1: 767 5th Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	71620.0054
NAME OF SUBMITTER:	Philip Ratner
Signature:	/Philip Ratner/
Date:	06/06/2008

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 28, 2008, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to Section 7.2 of the Security Agreement referred to below (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of General Electric Capital Corporation, as collateral agent for the Secured Parties (the "**Collateral Agent**").

W i t n e s s e t h:

WHEREAS, pursuant to the Credit Agreement, dated as of May 28, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Bright Horizons Acquisition Corp., Bright Horizons Family Solutions, Inc., (the "**Borrower**"), Bright Horizons Capital Corp., the lenders party thereto from time to time (the "**Lenders**"), Goldman Sachs Credit Partners L.P., as Sole Lead Arranger, Sole Lead Bookrunner and Syndication Agent, and General Electric Capital Corporation as Administrative Agent, Collateral Agent Issuing Lender and Swing Line Lender, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, all the Grantors are party to the Pledge and Security Agreement, dated as of May 28, 2008 in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**") 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 Agents 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 Collateral Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Pledge and Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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 Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 goodwill of the business connected with the use of, and symbolized by, each Trademark; and

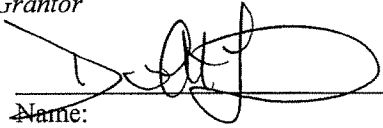
(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark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

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

BRIGHT HORIZONS FAMILY SOLUTIONS LLC,
as Grantor

By: _____

A handwritten signature in black ink, appearing to be "D. J. [unclear]", written over a horizontal line.

Name: _____

Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003791 FRAME: 0673

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Collateral Agent

By: Alan Garson
Name: Alan Garson
Title: Its Duly Authorized Signatory




(SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT)


TRADEMARK
REEL: 003791 FRAME: 0674

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

A. REGISTERED TRADEMARKS

Grantor	Trademark	Description of Trademark	Registration Number	Issue Date
BRIGHT HORIZONS FAMILY SOLUTIONS LLC	Design Only 	(INT. CL. 43) CHILD CARE SERVICES	3398239	13-Mar-08
BRIGHT HORIZONS FAMILY SOLUTIONS LLC	HORIZONS DESIGN 	(INT. CL. 42) ARCHITECTURAL DESIGN; DESIGN OF SPECIALTY INTERIOR AND EXTERIOR ENVIRONMENT SETTINGS	3358413	25-Dec-07
BRIGHT HORIZONS FAMILY SOLUTIONS LLC	HORIZONS DESIGN HORIZONS DESIGN	(INT. CL. 42) ARCHITECTURAL DESIGN; DESIGN OF SPECIALTY INTERIOR AND EXTERIOR ENVIRONMENT SETTINGS	3359864	25-Dec-07
BRIGHT HORIZONS FAMILY SOLUTIONS LLC	COLLEGE COACH 	(INT. CL. 42) COUNSELING, NAMELY, OFFERING ADVICE REGARDING SELECTION, APPLICATION AND FINANCING OF POST-SECONDARY EDUCATION	2323533	29-Feb-00
BRIGHT HORIZONS FAMILY SOLUTIONS LLC	COLLEGE COACH	(INT. CL. 42) COUNSELING, NAMELY, OFFERING ADVICE REGARDING SELECTION, APPLICATION AND FINANCING OF POST-SECONDARY EDUCATION	2325756	7-Mar-00

Grantor	Trademark	Description of Trademark	Registration Number	Issue Date
BRIGHT HORIZONS FAMILY SOLUTIONS LLC	BRIGHT HORIZONS FAMILY SOLUTIONS	(INT. CL. 41) EDUCATIONAL SERVICES, NAMELY, PROVIDING EARLY EDUCATION AND CONDUCTING SEMINARS AND WORKSHOPS IN THE FIELD OF CHILDCARE (INT. CL. 42) PROVIDING CHILD CARE SERVICES	2283209	5-Oct-99
BRIGHT HORIZONS FAMILY SOLUTIONS LLC	BRIGHT HORIZONS FAMILY SOLUTIONS 	(INT. CL. 41) EDUCATIONAL SERVICES, NAMELY, CONDUCTING SEMINARS AND WORKSHOPS IN THE FIELD OF CHILD CARE (INT. CL. 42) PROVIDING CHILDCARE SERVICES	2308821	18-Jan-00
BRIGHT HORIZONS FAMILY SOLUTIONS LLC	BRIGHT HORIZONS	(INT. CL. 42) CHILDCARE SERVICES	1495542	5-Jul-88
BRIGHT HORIZONS FAMILY SOLUTIONS LLC	CHILDREN FIRST	(INT. CL. 42) CHILDCARE SERVICES	2027048	31-Dec-1996

B. TRADEMARK APPLICATIONS

Grantor	Trademark	Application Number	Application date
BRIGHT HORIZONS FAMILY SOLUTIONS LLC	BACK-UP CARE ADVANTAGE PROGRAM	77233917	19 July 2007