

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nobel Learning Communities, Inc.		06/06/2008	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Bank of Montreal, as Secured Party
<b>Street Address:</b>	115 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	2480869	CAMP ZONE
Registration Number:	1977395	CHESTERBROOK ACADEMY
Registration Number:	1977394	CHESTERBROOK ACADEMY CA
Registration Number:	3120496	DESTINATION ADVENTURE
Serial Number:	78689276	EXTREME ADVENTURES
Registration Number:	3028581	FRED
Serial Number:	78599395	IAM
Serial Number:	78397364	INSPIRATION . . . MOTIVATION . . . EDUCATION
Registration Number:	3160599	KINDERGARTEN KICKOFF
Serial Number:	78776244	LINKS TO LEARNING
Registration Number:	3002015	MERRYHILL SCHOOL
Registration Number:	3001574	MERRYHILL SCHOOLS
Registration Number:	2755801	PALADIN ACADEMY
Serial Number:	78928060	THE HONOR ROLL SCHOOL

CH \$490.00 2480869

Registration Number:	1859023	THE ROCKING HORSE CHILD CARE CENTER
Registration Number:	1497155	M.C.S. EST.-1949
Registration Number:	1498080	
Registration Number:	1481106	MERRYHILL COUNTRY SCHOOL
Registration Number:	2413289	LDLEARNING.COM

**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:	1686963
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	06/16/2008

**Total Attachments: 6**

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## AMENDED AND RESTATED TRADEMARK COLLATERAL AGREEMENT

This 6th day of June, 2008, 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 BANK OF MONTREAL, Chicago branch ("*BMO*") with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such agent and any successor or successors to BMO 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 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) 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, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, 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 June 6, 2008 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 October 30, 2006 between Debtor and Harris N.A. Pursuant to the provisions of the Security Agreement, Harris N.A. has resigned as agent thereunder and BMO has been approved as successor agent. In connection with its resignation as agent, Harris N.A. hereby transfers all of its right, title and interest in the property set forth above to Secured Party, as its successor under the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Amended and Restated 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: CEO

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

BANK OF MONTREAL, as Secured Party

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature Page to Amended and Restated  
Trademark Collateral Agreement

**TRADEMARK**  
**REEL: 003796 FRAME: 0444**

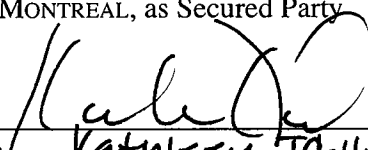
IN WITNESS WHEREOF, Debtor has caused this Amended and Restated Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NOBEL LEARNING COMMUNITIES, INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

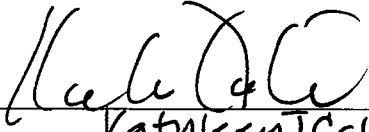
BANK OF MONTREAL, as Secured Party

By  \_\_\_\_\_  
Name: Kathleen Collins  
Title: Director

Signature Page to Amended and Restated  
Trademark Collateral Agreement

The undersigned executes and delivers this Amended and Restated Trademark Collateral Agreement solely for the purposes of transferring its right, title and interest in the above-referenced property to Secured Party.

HARRIS N.A.

By   
Name: Kathleen J Collins  
Title: Director

Signature Page to Amended and Restated  
Trademark Collateral Agreement

**TRADEMARK**  
**REEL: 003796 FRAME: 0446**

**SCHEDULE A-1**

**TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARKS - NOBEL LEARNING COMMUNITIES, INC.

<b>TRADEMARK</b>	<b>APPLICATION NO.</b>	<b>APPLICATION DATE</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
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		
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
M.C.S. EST. 1949 & DESIGN	73/693,738	11/5/1987	1497155	7/19/1988
DESIGN ONLY	73/693,737	11/5/1987	1498080	7/26/1988

MERRYHILL COUNTRY SCHOOL	73/669,310	6/29/1987	1481106	3/15/1988
LDLEARNING. COM	75/783,669	8/24/1999	2413289	12/12/2000