

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Primrose School Franchising Company		06/06/2008	CORPORATION: GEORGIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent
<b>Street Address:</b>	6011 Connection Drive
<b>Internal Address:</b>	Attn: Primrose Account Manager
<b>City:</b>	Irving
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75039
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Serial Number:	78964994	PRIMROSE SCHOOLS THUMBS UP!
Serial Number:	78962113	PRIMROSE SCHOOLS RHYTHM & NOTES
Serial Number:	78962086	· PRIMROSE SCHOOLS · MUCHO MUNDO
Serial Number:	78962074	PRIMROSE SCHOOLS NOGGIN' JOGGIN'
Serial Number:	78962035	· PRIMROSE SCHOOLS · MUD PIES
Serial Number:	78962005	· PRIMROSE SCHOOLS · HELPING HANDS
Serial Number:	78958657	PRIMROSE SCHOOLS LIFE SKILLS IN PROGRESS LIFE SKILLS
Serial Number:	78958602	PRIMROSE SCHOOLS ADOPT-A-GRANDPARENT
Serial Number:	78958572	PRIMROSE SCHOOLS POSIES & POLLYWOGS
Serial Number:	78816648	THE LEADER IN EDUCATIONAL CHILD CARE
Serial Number:	78816635	PRIMROSE SCHOLARS
Serial Number:	76477055	PRIMROSE PALS

CH \$590.00 78964994

Serial Number:	76405824	WEBWEAVERS
Serial Number:	76405143	WEBWEAVERS PRIMROSE SCHOOLS
Serial Number:	76176424	BALANCED CHILD
Serial Number:	76131989	BALANCED LEARNING
Serial Number:	75214840	PERCY PRIMROSE SCHOOLS
Serial Number:	75110379	STANDARD OF EXCELLENCE ACCREDITATION
Serial Number:	75041195	PRIMROSE SCHOOLS LIFE SKILLS LIFE SKILLS IN PROGRESS SM
Serial Number:	74523176	PRIMROSE
Serial Number:	74420025	PRIMROSE SCHOOLS
Serial Number:	77450831	ACTIVE MINDS, HEALTHY BODIES, AND HAPPY HEARTS
Serial Number:	77477649	BALANCED ASSESSMENT

**CORRESPONDENCE DATA**

Fax Number: (404)602-9021  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (404) 888-4000  
Email: rcherry@hunton.com  
Correspondent Name: Timothy V. Johnson, Esq.  
Address Line 1: Hunton & Williams LLP  
Address Line 2: 600 Peachtree Street, NE, Suite 4100  
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	GSSLG/PRIMROSE - 65740.53
NAME OF SUBMITTER:	Timothy V. Johnson, Esq.
Signature:	/s/ Timothy V. Johnson, Esq.
Date:	06/17/2008

**Total Attachments: 13**

source=Primrose-Trademark Security Agreement#page1.tif  
source=Primrose-Trademark Security Agreement#page2.tif  
source=Primrose-Trademark Security Agreement#page3.tif  
source=Primrose-Trademark Security Agreement#page4.tif  
source=Primrose-Trademark Security Agreement#page5.tif  
source=Primrose-Trademark Security Agreement#page6.tif  
source=Primrose-Trademark Security Agreement#page7.tif  
source=Primrose-Trademark Security Agreement#page8.tif  
source=Primrose-Trademark Security Agreement#page9.tif  
source=Primrose-Trademark Security Agreement#page10.tif  
source=Primrose-Trademark Security Agreement#page11.tif  
source=Primrose-Trademark Security Agreement#page12.tif  
source=Primrose-Trademark Security Agreement#page13.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of June 6, 2008, by **PRIMROSE SCHOOL FRANCHISING COMPANY**, a Georgia corporation (“**Grantor**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.** (“**GSSLG**”), as Collateral Agent (“**Collateral Agent**”).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG, as Administrative Agent, Collateral Agent and Lead Arranger (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Lenders have agreed to make the Loans to Borrowers;

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, the Pledge and Security Agreement, dated as of the date hereof (the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement.
2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and the Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks (including, without limitation, those referred to on Schedule 1 hereto); (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark, and (ii) injury to the goodwill associated with any Trademark.
3. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the 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.

4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or electronic mail in portable document format), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

**PRIMROSE SCHOOL FRANCHISING  
COMPANY, as Grantor**

By: \_\_\_\_\_  
Name: Stephen D. Arranson  
Title: Vice President

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF GEORGIA )  
COUNTY OF FULTON ) ss.

On this 4th day of June, 2008, before me personally appeared Stephen D. Arranson who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Primrose School Franchising Company, and who being duly sworn by me did depose and say that (i) he is an authorized officer of Primrose School Franchising Company, (ii) such instrument was signed on behalf of Primrose School Franchising Company as duly authorized by Primrose School Franchising Company, and (iii) he or she acknowledged such instrument to be the free act and deed of Primrose School Franchising Company.

Diane White  
Notary Public

[Notarial Seal]

[Signatures Continue on the Following Page]

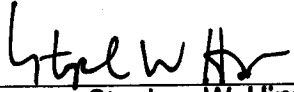


Signature Page

**ACCEPTED AND ACKNOWLEDGED BY:**

COLLATERAL AGENT:

GOLDMAN SACHS SPECIALTY LENDING  
GROUP, L.P.

By:   
Name: Stephen W. Hipp  
Title: Senior Vice President

Signature Page

Trademark Security Agreement  
25760323



**TRADEMARK**  
**REEL: 003796 FRAME: 0800**

Schedule 1  
to  
Trademark Security Agreement

Trademarks

	Serial Number	Registration Number	Word Mark	Owner
1	78964994	3268244	PRIMROSE SCHOOLS THUMBS UP!	Primrose School Franchising Company
2	78962113	3268223	PRIMROSE SCHOOLS RHYTHM & NOTES	Primrose School Franchising Company
3	78962086	3268224	PRIMROSE SCHOOLS · MUCHO MUNDO	Primrose School Franchising Company
4	78962074	3291032	PRIMROSE SCHOOLS NOGGIN JOGGIN	Primrose School Franchising Company
5	78962035	3268223	PRIMROSE SCHOOLS · MUD PIES	Primrose School Franchising Company
6	78962005	3268222	PRIMROSE SCHOOLS · HELPING HANDS	Primrose School Franchising Company
7	78958657	3268203	PRIMROSE SCHOOLS LIFE SKILLS IN PROGRESS LIFE SKILLS	Primrose School Franchising Company
8	78958602	3268202	PRIMROSE SCHOOLS ADOPT-A-GRANDPARENT	Primrose School Franchising Company
9	78958572	3362523	PRIMROSE SCHOOLS POSIES & POLLYWOGS	Primrose School Franchising Company
10	78816648	3258023	THE LEADER IN EDUCATIONAL CHILD CARE	Primrose School Franchising Company
11	78816635	3193201	PRIMROSE SCHOLARS	Primrose School Franchising Company
12	76477055	2771476	PRIMROSE PALS	Primrose School Franchising Company
13	76405824	2688543	WEBWEAVERS	Primrose School Franchising Company
14	76403143	2697664	WEBWEAVERS PRIMROSE SCHOOLS	Primrose School Franchising Company
15	76176424	2660596	BALANCED CHILD	Primrose School Franchising Company
16	76131989	2700987	BALANCED LEARNING	Primrose School Franchising Company
17	75214840	2093339	PERCY PRIMROSE SCHOOLS	Primrose School Franchising Company
18	75110379	2166814	STANDARD OF EXCELLENCE ACCREDITATION	Primrose School Franchising Company
19	75041195	2115129	PRIMROSE SCHOOLS LIFE SKILLS LIFE SKILLS IN PROGRESS SM	Primrose School Franchising Company
20	74323176	1937949	PRIMROSE	Primrose School Franchising Company
21	74420025	1844809	PRIMROSE SCHOOLS	Primrose School Franchising Company
22	77450831		ACTIVE MINDS, HEALTHY BODIES, AND HAPPY HEARTS	Primrose School Franchising Company
23	77477649		BALANCEDASSESSMENT	Primrose School Franchising Company

State Trademarks




Country	Mark	Status	Reg. No. Reg. Date	Owner
US- Alabama	PRIMROSE	Registered	110230 Oct 5, 2006	PRIMROSE SCHOOL FRANCHISING COMPANY
US- Alabama	PRIMROSE	Registered	110231 Oct 5, 2006	PRIMROSE SCHOOL FRANCHISING COMPANY
US- Alabama	PRIMROSE SCHOOLS (and design) 	Registered	109979 Mar 24, 2006	PRIMROSE SCHOOL FRANCHISING COMPANY
US- Alabama	PRIMROSE SCHOOLS (and design) 	Registered	109978 Mar 24, 2006	PRIMROSE SCHOOL FRANCHISING COMPANY
US- Colorado	PRIMROSE	Registered	20061165425 Apr 19, 2006	PRIMROSE SCHOOL FRANCHISING COMPANY
US- Colorado	PRIMROSE	Registered	20061165430 Apr 19, 2006	PRIMROSE SCHOOL FRANCHISING COMPANY

Schedule 1



Trademark Security Agreement  
25760323

TRADEMARK  
REEL: 003796 FRAME: 0802



Country	Mark	Status	Reg. No. Reg. Date	Owner
US-Colorado	PRIMROSE SCHOOLS (and design) 	Registered	19981231183 Dec 30, 1998	PRIMROSE SCHOOL FRANCHISING COMPANY
US-Colorado	PRIMROSE SCHOOLS (and design) 	Registered	19981231179 Dec 30, 1998	PRIMROSE SCHOOL FRANCHISING COMPANY
US-Florida	PRIMROSE	Registered	T3634 Dec 27, 1995	PRIMROSE SCHOOL FRANCHISING COMPANY
US-Florida	PRIMROSE	Registered	T3635 Dec 27, 1995	PRIMROSE SCHOOL FRANCHISING COMPANY
US-Florida	PRIMROSE SCHOOLS (and design) 	Registered	T20069 Jan 5, 2006	PRIMROSE SCHOOL FRANCHISING COMPANY





Schedule 1

Country	Mark	Status	Reg. No. Reg. Date	Owner
US-Florida	PRIMROSE SCHOOLS (and design) 	Registered	T20068 Jan 5, 2006	PRIMROSE SCHOOL FRANCHISING COMPANY
US-Georgia	PRIMROSE	Registered	S15342 Dec 19, 1995	PRIMROSE SCHOOL FRANCHISING COMPANY
US-Georgia	PRIMROSE	Registered	S15343 Dec 19, 1995	PRIMROSE SCHOOL FRANCHISING COMPANY
US-Georgia	PRIMROSE SCHOOLS (and design) 	Registered	S15366 Dec 19, 1995	PRIMROSE SCHOOL FRANCHISING COMPANY



Schedule 1

Trademark Security Agreement  
25760323

TRADEMARK  
REEL: 003796 FRAME: 0804

Country	Mark	Status	Reg. No. Reg. Date	Owner
US-Georgia	PRIMROSE SCHOOLS (and design) 	Registered	S15355 Dec 15, 1995	PRIMROSE SCHOOL FRANCHISING COMPANY
US-Georgia	PRIMROSE SCHOOLS (and design) 	Registered	S22544 Jan 3, 2006	PRIMROSE SCHOOL FRANCHISING COMPANY
US-Georgia	PRIMROSE SCHOOLS (and design) 	Registered	S22632 Feb 20, 2006	PRIMROSE SCHOOL FRANCHISING COMPANY
US-Georgia	PRIMROSE SCHOOLS (and design) 	Registered	S17973 Jul 16, 1999	PRIMROSE SCHOOL FRANCHISING COMPANY


Schedule 1

Country	Mark	Status	Reg. No. Reg. Date	Owner
US-Georgia	PRIMROSE SCHOOLS (and design) 	Registered	S13080 Oct 15, 1993	PRIMROSE SCHOOL FRANCHISING COMPANY
US-Georgia	PRIMROSE SCHOOLS (and design) 	Registered	S13079 Oct 15, 1993	PRIMROSE SCHOOL FRANCHISING COMPANY
US-North Carolina	PRIMROSE	Registered	T11984 Mar 19, 1996	PRIMROSE SCHOOL FRANCHISING COMPANY
US-North Carolina	PRIMROSE	Registered	T11981 Mar 19, 1996	PRIMROSE SCHOOL FRANCHISING COMPANY
US-North Carolina	PRIMROSE SCHOOLS (and design)	Registered	18854 Oct 6, 2006	PRIMROSE SCHOOL FRANCHISING COMPANY

Schedule 1

Trademark Security Agreement  
25760323


TRADEMARK  
REEL: 003796 FRAME: 0806


Country	Mark	Status	Reg. No. Reg. Date	Owner
US-North Carolina	PRIMROSE SCHOOLS (and design)	Registered	18865 Oct 5, 2006	PRIMROSE SCHOOL FRANCHISING COMPANY
US-Ohio	PRIMROSE SCHOOL FRANCHISING COMPANY	Registered	1115369 Oct 7, 1999	PRIMROSE SCHOOL FRANCHISING COMPANY
US-Ohio	PRIMROSE SCHOOL FRANCHISING COMPANY	Registered	1115554 Oct 7, 1999	PRIMROSE SCHOOL FRANCHISING COMPANY
US-Ohio	PRIMROSE SCHOOLS	Registered	1115370 Oct 7, 1999	PRIMROSE SCHOOL FRANCHISING COMPANY
US-Ohio	PRIMROSE SCHOOLS	Registered	1115371 Oct 7, 1999	PRIMROSE SCHOOL FRANCHISING COMPANY
US- Oklahoma	PRIMROSE SCHOOLS (and design)  	Registered	12091554 Dec 22, 2006	PRIMROSE SCHOOL FRANCHISING COMPANY
US- Tennessee	PRIMROSE	Registered	Apr 4, 2006	PRIMROSE SCHOOL FRANCHISING COMPANY

Schedule 1

Trademark Security Agreement  
25760323

TRADEMARK  
REEL: 003796 FRAME: 0807

Country	Mark	Status	Reg. No. Reg. Date	Owner
US-Tennessee	PRIMROSE	Registered	Apr 4, 2006	PRIMROSE SCHOOL FRANCHISING COMPANY
US-Tennessee	PRIMROSE SCHOOLS (and design)	Registered	Oct 5, 2006	PRIMROSE SCHOOL FRANCHISING COMPANY
US-Tennessee	PRIMROSE SCHOOLS (and design)	Registered	Oct 5, 2006	PRIMROSE SCHOOL FRANCHISING COMPANY
US-Texas	PRIMROSE	Registered	800522756 Mar 24, 2006	PRIMROSE SCHOOL FRANCHISING COMPANY
US-Texas	PRIMROSE	Registered	800522755 Mar 24, 2006	PRIMROSE SCHOOL FRANCHISING COMPANY
US-Texas	PRIMROSE SCHOOLS (and design) 	Registered	800593203 Mar 24, 2006	PRIMROSE SCHOOL FRANCHISING COMPANY

Country	Mark	Status	Reg. No. Reg. Date	Owner
US-Texas	PRIMROSE SCHOOLS (and design) 	Registered	800593208 Dec 21, 2006	PRIMROSE SCHOOL FRANCHISING COMPANY

Schedule 1

## Domain Name Registrations

1. primroseschools.com
2. 25primrose.com
3. 25yearsprimrose.com
4. campprimrosesummership.com
5. primrose25.com
6. primrose25years.com
7. primroseaccreditation.com
8. primrosealumni.com
9. primrosebeta.com
10. primrosegateway.com
11. primroseschool.com
12. primrosetoolbox.com
13. myprimroseschool.com
14. myprimroseschools.com
15. primrosefranchise.com
16. primrosefranchising.com
17. primroseschoolsfranchising.com

(F) Trademark Licenses - None

(G) Trade Secret Licenses - None

Schedule 1

Trademark Security Agreement  
25760323

RECORDED: 06/17/2008

TRADEMARK  
REEL: 003796 FRAME: 0809