

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Credit Suisse Cayman Islands Branch as First Lien Administrative Agent		05/16/2008	CORPORATION: SWITZERLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	La Petite Academy Inc.
<b>Street Address:</b>	130 S. Jefferson Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2313105	BUILDING THE FUTURE. ONE CHILD AT A TIME.
Registration Number:	3102759	JOURNEY PRESCHOOL
Registration Number:	1617106	LA PETITE ACADEMY THE PARENT'S PARTNER PRESCHOOL & CHILD CARE
Registration Number:	1717005	LA PETITE JOURNEY
Registration Number:	1307458	LA PETITE ACADEMY
Registration Number:	1651762	
Registration Number:	2443839	CAMP IMAGINATION!
Registration Number:	2469554	MONTESSORI UNLIMITED CARING COMMITMENT EXCELLENCE
Registration Number:	2512152	LA PETITE ACADEMY
Registration Number:	2631040	MONTESSORI UNLIMITED
Registration Number:	2662178	LA PETITE ACADEMY. KIDS STATION
Registration Number:	2313106	LA PETITE ACADEMY VISION 2000

CH \$390.00 2313105

Serial Number:	78567767	JOURNEY
Serial Number:	78567566	LEARNING. EVERY STEP OF THE WAY.
Serial Number:	78604479	VIP REFERRAL REWARDS

**CORRESPONDENCE DATA**

Fax Number: (917)777-4104  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-735-3000  
Email: mmcguire@skadden.com  
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP  
Address Line 1: Four Times Square  
Address Line 2: Attn: Anita Sinha Esq.  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	391000 / 1252
NAME OF SUBMITTER:	Anita Sinha
Signature:	/S. Anita Sinha/
Date:	07/16/2008

**Total Attachments: 6**  
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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is given as of this 12<sup>th</sup> day of May, 2008, by CREDIT SUISSE, Cayman Islands Branch, as First Lien Administrative Agent for the Lenders ("Assignor"), in favor of LA PETITE ACADEMY, INC., a Delaware corporation, located at 130 S. Jefferson Street, Chicago, Illinois 60661 ("Assignee").

Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or Credit Agreement referred to below, as applicable.

WHEREAS, Assignor, Assignee, and Lenders entered into that certain Credit Agreement, dated as of August 17, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Assignee executed and delivered a Guarantee and Collateral Agreement, dated as of August 17, 2006, between the Assignee, LPA Holding Corp., the subsidiary parties signatory thereto and the Assignor for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, under the terms of the Guarantee and Collateral Agreement, Assignee granted a security interest in certain property, including without limitation, certain Intellectual Property of the Assignee to the Assignor for the ratable benefit of the Secured Parties, and agreed to execute a Trademark Security Agreement for recording with the United States Patent & Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on August 28, 2006, at Reel 3380/Frame 0365 and Reel 3383/Frame 0673 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Assignee pledged and granted to Assignor, for the benefit of the Secured Parties, a security interest and continuing lien on all of Assignee's right, title, and interest in, to and under the following, whether then owned or existing or thereafter acquired or arising and wherever located (collectively, the "Trademark Collateral");

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications to register any of the foregoing, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, all common law rights related thereto,

including the registrations and applications listed on Schedule A hereto (collectively, "Trademarks");

(b) any and all agreements explicitly providing for the granting of any right in or to Trademarks (whether Assignee is a licensee or licensor thereunder) including those referred to on Schedule A hereto, other than Grantor's contracts with its customers entered into in the ordinary course of business (collectively, "Trademark Licenses");

(c) all extensions or renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill;

(f) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and

(g) all other rights of any kind whatsoever of Assignee accruing thereunder or pertaining thereto; and

**WHEREAS**, the Parties desire that Assignor terminate and release its continuing interest in the Trademark Collateral including the Trademarks;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby terminates, releases and discharges fully its security interest and continuing lien on all of Assignee's right, title, and interest in the Trademark Collateral including the Trademarks, and reassigns and transfers any and all interest that it may have in the Trademark Collateral including the Trademarks to Assignee.

Assignor hereby authorizes Assignee or Assignee's agents or designees to record this Release with the United States Patent and Trademark Office.

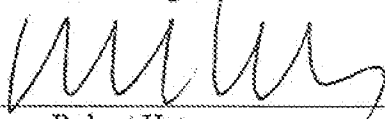
Assignor further agrees to procure, deliver or execute and deliver from time to time after receipt of the Total Payoff Amount as defined in the Payoff Letter, dated January 26, 2007, between the Parties (the "Payoff Letter") all further instruments and documents and to take or forbear from taking, as the case may be, any other actions that are reasonably required to evidence this Release, as consistent with the terms of the Payoff Letter.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Assignor has caused this **RELEASE OF SECURITY INTEREST IN TRADEMARKS** to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

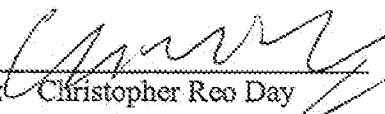
**ASSIGNOR:**

CREDIT SUISSE, as First Lien and Second  
Lien Administrative Agent

By: 

Name: Robert Hetu

Title: Managing Director

By: 

Name: Christopher Reo Day

Title: Associate

**SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS**

See attached.

**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS  
AND TRADEMARK LICENSES**

**Trademarks and Trademark Licenses**

<b>Grantor</b>	<b>Serial No.</b>	<b>Reg. No.</b>	<b>Description</b>
La Petite Academy, Inc.	75/448,898	2,313,105	BUILDING THE FUTURE. ONE CHILD AT A TIME.
	76/624,900	3,102,759	JOURNEY PRESCHOOL (and Design)
	73/811,830	1,617,106	LA PETITE ACADEMY, INC. THE PARENT'S PARTNER PRESCHOOL & CHILD CARE (and Design)
	79/143,140	1,717,005	LA PETITE JOURNEY
	73/346,067	1,307,458	LA PETITE ACADEMY, INC.
	74/044,539	1,651,762	(SOLDIER DESIGN)
	75/713,927	2,443,839	CAMP IMAGINATION (and Design)
	76/060,004	2,469,554	MONTESSORI UNLIMITED CARING COMMITMENT EXCELLENCE (and Design)
	76/084,042	2,512,152	LA PETITE ACADEMY, INC. (and Design)
	76/282,278	2,631,040	MONTESSORI UNLIMITED
	76/281,367	2,662,178	LA PETITE ACADEMY, INC., KIDS STATION (and Design)
	75/448,899	2,313,106	LA PETITE ACADEMY, INC. VISION 2000 (and Design)
	75/448,899	2,313,106	LA PETITE ACADEMY, INC. VISION 2000 (and Design)
	78/567,767	-	JOURNEY
	78/567,566	-	LEARNING. EVERY STEP OF THE WAY.
	78/604,479	-	VIP REFERRAL REWARDS

**State Trademark Registration**

<b>Serial/ Registration No.</b>	<b>Description</b>
Wisconsin Serial No. 21863	LA PETITE ACADEMY, INC. (and soldier design).

**Foreign Trademark Registration**

<b>Reg. No.</b>	<b>Description</b>
Taiwan - 87217	LA PETITE ACADEMY, INC. (Chinese Characters)
Taiwan - 87218	(Soldier Design)
Japan - 4001477	LA PETITE JOURNEY, THE PARENT'S PARTNER PRESCHOOL AND CHILD CARE (and Design)

Japan - 4016644	LA PETITE JOURNEY w/Katakana (word mark)
China - 1043651	(Soldier Design)
Japan - 3338156	LA PETITE JOURNEY (and Design)
Japan - 3338157	LA PETITE ACADEMY, INC. (word mark w/Katakana)
Japan - 3338158	(Soldier Design)
China - 1079823	LA PETITE ACADEMY, INC.
China - 1079822	LA PETITE ACADEMY, INC. (Chinese Characters)
Mexico - 725406	LA PETITE ACADEMY, INC.
Mexico - 722374	LA PETITE ACADEMY, INC.

**Unregistered Trademarks**

	Trademark
	PAL
	PASSPORT
	PARENTS ONLINE
	LA PETITE ACADEMY, INC.
	THE RIGHT PLACE FOR KIDS