

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Laurel Springs School		10/16/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, Chicago Branch		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Acting as Agent: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77501169	CASCADE BOOK SALES	
Serial Number:	77498036	LAUREL SPRINGS SCHOOL	
Serial Number:	77494817	LAUREATE SCHOOL FOR THE GIFTED & TALENTED	
Serial Number:	77500784	AURORA LEARNING	
Serial Number:	77501106	AURORA	
Serial Number:	77500388	THE LEARNING SPRINGS	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

CH \$165.00 77501169

ATTORNEY DOCKET NUMBER:	168037
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	10/28/2009
Total Attachments: 5 source=10-28-09 Laurel Springs-TM#page1.tif source=10-28-09 Laurel Springs-TM#page2.tif source=10-28-09 Laurel Springs-TM#page3.tif source=10-28-09 Laurel Springs-TM#page4.tif source=10-28-09 Laurel Springs-TM#page5.tif	

TRADEMARK COLLATERAL AGREEMENT

This 16th day of October, 2009, LAUREL SPRINGS SCHOOL, a California corporation (the "*Debtor*"), with its principal place of business and mailing address at 302 West El Paseo Road, Ojai, California 93023 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 ("*Trademark Collateral*"); and

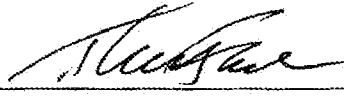
(ii) All proceeds of the foregoing, including without limitation any claim by a Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill 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 Nobel Learning Communities, Inc., 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.

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

LAUREL SPRINGS SCHOOL

By 
Name: Tom Frank
Title: Chairman

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

BANK OF MONTREAL, as Secured Party

By _____
Name: _____
Title: _____

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

LAUREL SPRINGS SCHOOL

By _____
Name: _____
Title: _____

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

BANK OF MONTREAL, as Secured Party

By Pauline Christopher
Name: Pauline Christopher
Title: Vice President

SCHEDULE A

TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK	APPLICATION No.	APPLICATION DATE	REGISTRATION No.	REGISTRATION DATE
CASCADE BOOK SALES	7750169	JUNE 17, 2008		
LAUREL SPRINGS SCHOOL	77498036	JUNE 13, 2009		
LAUREATE SCHOOL FOR THE GIFTED AND TALENTED	77494817	JUNE 10, 2008		
AURORA LEARNING	77500784	JUNE 17, 2008		
AURORA	77501106	JUNE 17, 2008		
THE LEARNING SPRINGS	77500388	JUNE 17, 2008		