

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Children's Creative Learning Center, Inc.		06/25/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	100 Crescent Court, Suite 500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Societe Anonyme: FRANCE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3595773	ECOCHILDCARE	
Registration Number:	3595805	ECOCHILDCARE	
CORRESPONDENCE DATA			
Fax Number:	(212)735-2000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 735-2972		
Email:	smarquez@skadden.com		
Correspondent Name:	Bruce Goldner		
Address Line 1:	Four Times Square		
Address Line 2:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 4:	New York, NEW YORK 10036-6522		
ATTORNEY DOCKET NUMBER:	055660/70		
NAME OF SUBMITTER:	Bruce Goldner		
Signature:	/Bruce Goldner/		

CH \$65.00 3595773

900177360

TRADEMARK
 REEL: 004413 FRAME: 0845

Date:

11/12/2010

Total Attachments: 5

source=BNP Paribas - Childrens Creative Learning Center 6-25-10 Trademark Security Interest#page1.tif

source=BNP Paribas - Childrens Creative Learning Center 6-25-10 Trademark Security Interest#page2.tif

source=BNP Paribas - Childrens Creative Learning Center 6-25-10 Trademark Security Interest#page3.tif

source=BNP Paribas - Childrens Creative Learning Center 6-25-10 Trademark Security Interest#page4.tif

source=BNP Paribas - Childrens Creative Learning Center 6-25-10 Trademark Security Interest#page5.tif

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, CHILDREN'S CREATIVE LEARNING CENTER, INC., a California corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Knowledge Learning Corporation, a Delaware corporation ("**Company**"), has entered into an Amended and Restated Credit Agreement dated as of June 25, 2010 (said Amended and Restated Credit Agreement, as it may hereto fore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions from time to time party thereto (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**") and BNP Paribas, as Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders or, in the case of the Existing Lender Hedge Agreement, a lender under the Existing Company Credit Agreement, at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, "**Hedge Counterparties**"); and

WHEREAS, Grantor has executed and delivered that certain Amended and Restated Subsidiary Guaranty dated as June 25, 2010 (said Amended and Restated Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Hedge Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Hedge Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, Holdings has executed and delivered that certain Amended and Restated Holdings Guaranty dated as of June 25, 2010 (said Amended and Restated Holdings Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Holdings Guaranty**") in favor of Secured Party for the benefit of Lenders and any Hedge Counterparties, pursuant to which Holdings has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Hedge Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of an Amended and Restated Security Agreement dated as of June 25, 2010 (said Amended and Restated Security Agreement, as it may heretofore

have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party became a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party, for the benefit of the Beneficiaries (as defined in the Security Agreement), a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or hereafter acquired, wherever the same may be located and whether or not subject to the UCC (collectively, the “**Trademark Collateral**”):

(i) all Trademarks, Trademark Registrations and Trademark Rights, as each is defined in the Security Agreement (including, without limitation, the trademarks registrations and applications specifically set forth on Schedule A annexed hereto, as the same may be amended pursuant hereto from time to time); and

(ii) all Proceeds, as defined in the Security Agreement, with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which such Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such grant is prohibited by applicable law or to the extent that such a grant would, under the terms of any license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under, any such license, contract or agreement (other than to the extent that any such prohibition would be rendered ineffective pursuant to the UCC (as defined in the Security Agreement) or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such prohibition, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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 the event that any provision of this Grant of Trademark Security Interest is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

This Grant of Trademark Security Interest and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York, without regard to the conflicts of law principles.


Secured Party's address is:

BNP Paribas
100 Crescent Court, Suite 500
Dallas, Texas 75201
Attention: Sean Davenport
Facsimile: 214-969-0260

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the ____ day of June, 2010.

**CHILDREN'S CREATIVE LEARNING
CENTER, INC.**

By: 
Name: Adrian J. Downes
Title: Chief Financial Officer

[Grant of Trademark Security Interest]

**TRADEMARK
REEL: 004413 FRAME: 0850**

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registered US Trademarks for Children's Creative Learning Center, Inc.:

Trademark Name	Registration Number	Registration Date	Next Renewal Date	Owner's Name
ECOCHILDCARE	3595773	24-Mar-2009	24-Mar-2019	Childrens' Creative Learning Centers, Inc.,
ECOCHILDCARE & Design	3595805	24-Mar-2009	24-Mar-2019	Childrens' Creative Learning Centers, Inc.,

Pending US Trademarks for Children's Creative Learning Center, Inc.: none

Registered Foreign Trademarks for Children's Creative Learning Center, Inc.: none

Pending Foreign Trademarks for Children's Creative Learning Center, Inc.: none

Domain names for Children's Creative Learning Center, Inc.:

Domain Name	Expiration Date	Account Holder
cclcautopay.com	21-Jul-10	CCLC
cclcautopay.net	21-Jul-10	CCLC
cclcautopay.org	21-Jul-10	CCLC
mycclc.com	26-Nov-10	CCLC
mycclc.net	26-Nov-10	CCLC
mycclc.org	26-Nov-10	CCLC