

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
Kindercare Learning Center		06/25/2010	CORPORATION: DELAWARE
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: 14			
Property Type	Number	Word Mark	
Registration Number:	2075223	FEED ME FUN	
Registration Number:	1224603	KINDERCARE	
Registration Number:	1594176	KINDERCARE	
Registration Number:	1905371	KINDERCARE	
Registration Number:	1142919	KINDERCARE	
Registration Number:	1238509	KINDERCARE	
Registration Number:	1859542	KINDERCARE	
Registration Number:	1270349	KINDEROO	
Registration Number:	2786396	KINDUSTRY	
Registration Number:	1879578	LET'S MOVE, LET'S PLAY	
Registration Number:	2277813	MULBERRY CHILD CARE & PRESCHOOL	
Registration Number:	2272060	MULBERRY CHILD CARE CENTERS, INC.	
Registration Number:	1425219		
Registration Number:	2134246	WELCOME TO LEARNING	

CH \$365.00 2075223

CORRESPONDENCE DATA

Fax Number: (212)735-2000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 735-2972
Email: smarquez@skadden.com
Correspondent Name: Bruce Goldner
Address Line 1: Four Times Square
Address Line 4: New York, NEW YORK 10036-6522

ATTORNEY DOCKET NUMBER:	055660/70
NAME OF SUBMITTER:	Bruce Goldner
Signature:	/Bruce Goldner/
Date:	11/12/2010

Total Attachments: 9

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, KINDERCARE LEARNING CENTERS, INC., a Delaware 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.

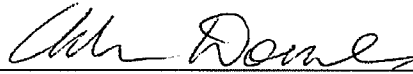
Secured Party's address is:

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

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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.

**KINDERCARE LEARNING CENTERS,
INC.**

By: 

Name: Adrian J. Downes

Title: Chief Financial Officer

[Grant of Trademark Security Interest]

**TRADEMARK
REEL: 004415 FRAME: 0084**

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

Registered US Trademarks for KinderCare Learning Centers, Inc.:

Trademark Name	Registration Number	Registration Date	Next Renewal Date	Owner's Name
DRAGON WAGON BROCHURE (copyright)	PA794620	04-Mar-1996		Knowledge Learning Enterprises, Inc.
FEED ME FUN	2075223	01-Jul-1997	01-Jul-2017	KinderCare Learning Centers, Inc.
KANGAROO DESIGN	1345219	25-Jun-1985	25-Jun-2015	KinderCare Learning Centers, Inc.
KINDERCARE	1224603	18-Jan-1983	18-Jan-2013	KinderCare Learning Centers, Inc.
KINDERCARE	1594176	01-May-1990	01-May-2020	KinderCare Learning Centers, Inc.
KINDERCARE	1905371	18-Jul-1995	18-Jul-2015	KinderCare Learning Centers, Inc.
KINDERCARE AND DESIGN	1142919	09-Dec-1980	09-Dec-2010	KinderCare Learning Centers, Inc.
KINDERCARE AND DESIGN	1238509	17-May-1983	17-May-2013	KinderCare Learning Centers, Inc.
KINDERCARE AND DESIGN	1859542	25-Oct-1994	25-Oct-2014	KinderCare Learning Centers, Inc.
KINDEROO (Stylized)	1270349	13-Mar-1984	13-Mar-2014	KinderCare Learning Centers, Inc.
KINDUSTRY	2786396	25-Nov-2003	25-Nov-2013	KinderCare Learning Centers, Inc.
LET'S MOVE, LET'S PLAY	1879578	21-Feb-1995	21-Feb-2015	KinderCare Learning Centers, Inc.
MULBERRY CHILD CARE & PRESCHOOL & Design	2277813	14-Sep-1999	14-Sep-2019	KinderCare Learning Centers, Inc.
MULBERRY CHILD CARE CENTERS, INC. & Design	2272060	24-Aug-1999	24-Aug-2019	KinderCare Learning Centers, Inc.
SCHOOLHOUSE Design	1425219	13-Jan-1987	13-Jan-2017	KinderCare Learning Centers, Inc.
WELCOME TO LEARNING	2134246	03-Feb-1998	03-Feb-2018	KinderCare Learning Centers, Inc.

Pending US Trademarks for KinderCare Learning Centers, Inc.: none

Registered Foreign Trademarks KinderCare Learning Centers, Inc.:

Trademark Name	Registration Number	Trademark Status	Country	Registration Date	Next Renewal Date	Owner's Name
KINDERCARE	668357	Registered	Australia	07-May-1997	29-Jun-2013	KinderCare Learning Centers, Inc.
KINDERCARE & Design	668356	Registered	Australia	07-May-1997	29-Jun-2013	KinderCare Learning Centers, Inc.
KINDERCARE	524435	Registered	Benelux	01-Jul-1993	30-Nov-2012	KinderCare Learning Centers, Inc.
KINDERCARE & Design	526257	Registered	Benelux	02-Aug-1993	30-Nov-2012	KinderCare Learning Centers, Inc.
KINDERCARE AT WORK	522873	Registered	Benelux	01-Jun-1993	30-Nov-2012	KinderCare Learning Centers, Inc.
KINDERCARE	TMA748936	Registered	Canada	29-Sep-2009	29-Sep-2024	KinderCare Learning Centers, Inc.
KINDER-CARE & Design	TMA280617	Registered	Canada	17-Jun-1983	17-Jun-2013	KinderCare Learning Centers, Inc.
KINDERCARE	771192	Registered	China (People's Republic)	07-Nov-1994	06-Nov-2014	KinderCare Learning Centers, Inc.
KINDERCARE	691721	Registered	China (People's Republic)	28-May-1994	27-May-2014	KinderCare Learning Centers, Inc.
KINDERCARE & Design	771193	Registered	China (People's Republic)	07-Nov-1994	06-Nov-2014	KinderCare Learning Centers, Inc.
KINDERCARE & Design	689835	Registered	China (People's Republic)	14-May-1994	13-May-2014	KinderCare Learning Centers, Inc.
KINDERCARE & Design	691727	Registered	China (People's Republic)	28-May-1994	27-May-2014	KinderCare Learning Centers, Inc.
KINDERCARE & Design	158268	Registered	Colombia	29-Apr-1994	29-Apr-2014	KinderCare Learning Centers, Inc.
KINDERCARE	195259	Registered	Costa Rica	23-Oct-2009	23-Oct-2019	KinderCare Learning Centers, Inc.
BUSY BEES and Device	1394240	Registered	European Community	23-Jan-1992	08-Aug-2016	KinderCare Learning Centers, Inc.
BUSY BEES and Device	2031672	Registered	European Community	14-Jun-1996	25-Aug-2015	KinderCare Learning Centers, Inc.
BUSY BEES Logo	1437414	Registered	European Community	07-Feb-1992	04-Sep-2017	KinderCare Learning Centers, Inc.
KINDERCARE	990430	Registered	European Community	31-Oct-2008	31-Oct-2018	KinderCare Learning Centers, Inc.
KINDERCARE & Design	195180	Registered	European Community	29-Mar-2005	01-Apr-2016	KinderCare Learning Centers, Inc.
KINDERCARE Stylised	1506059	Registered	European Community	11-Jul-1997	10-Jul-2019	KinderCare Learning Centers, Inc.

Trademark Name	Registration Number	Trademark Status	Country	Registration Date	Next Renewal Date	Owner's Name
KINDERCARE Stylised	1506322	Registered	European Community	11-Jul-1997	10-Jul-2019	KinderCare Learning Centers, Inc.
LEAPFROG	6985436	Registered	European Community	11-Jun-2009	04-Jun-2018	KinderCare Learning Centers, Inc.
LEAPFROG DAY NURSERIES	2233075B	Registered	European Community	19-Oct-2001	18-May-2010	KinderCare Learning Centers, Inc.
LEAPFROG DAY NURSERIES (Series of 3)	2233075A	Registered	European Community	28-Dec-2001	18-May-2010	KinderCare Learning Centers, Inc.
LEAPFROG Logo	6985584	Registered	European Community	25-Jun-2009	04-Jun-2018	KinderCare Learning Centers, Inc.
KINDERCARE	1627583	Registered	France	14-Nov-1990	14-Nov-2010	KinderCare Learning Centers, Inc.
KINDERCARE & Design	1627582	Registered	France	14-Nov-1990	14-Nov-2010	KinderCare Learning Centers, Inc.
KINDERCARE & Design	1176396	Registered	Germany	15-May-1991	06-Oct-2010	KinderCare Learning Centers, Inc.
KINDERCARE	301236140	Registered	Hong Kong	10-Nov-2008	09-Nov-2018	KinderCare Learning Centers, Inc.
KINDERCARE	990430	Registered	Int'l Registration - Madrid Protocol Only	31-Oct-2008	31-Oct-2018	KinderCare Learning Centers, Inc.
KINDERCARE	602116	Registered	Italy	20-Nov-1990	20-Nov-2010	KinderCare Learning Centers, Inc.
KINDERCARE & Design	602117	Registered	Italy	14-Jul-1993	20-Nov-2010	KinderCare Learning Centers, Inc.
KINDERCARE	3004748	Registered	Japan	30-Sep-1994	30-Sep-2014	KinderCare Learning Centers, Inc.
KINDERCARE	990430	Registered	Japan	31-Oct-2008	31-Oct-2018	KinderCare Learning Centers, Inc.
KINDERCARE & Design	3092169	Registered	Japan	31-Oct-1995	31-Oct-2015	KinderCare Learning Centers, Inc.
KINDERCARE	990430	Registered	Korea, Republic of			KinderCare Learning Centers, Inc.
KINDERCARE & Design	17767	Registered	Korea, Republic of	13-Oct-1992	13-Oct-2012	KinderCare Learning Centers, Inc.
KINDERCARE & Design (Korean Language)	39038	Registered	Korea, Republic of	02-Dec-1997	02-Dec-2017	KinderCare Learning Centers, Inc.
KINDERCARE	1110959	Registered	Mexico	20-Jul-2009	03-Sep-2018	KinderCare Learning Centers, Inc.
KINDERCARE	1111848	Registered	Mexico	23-Jul-2009	03-Sep-2019	KinderCare Learning Centers, Inc.
Miscellaneous Design (Bell Tower)	224967	Registered	New Zealand	18-Feb-1993	18-Feb-2014	KinderCare Learning Centers, Inc.

Trademark Name	Registration Number	Trademark Status	Country	Registration Date	Next Renewal Date	Owner's Name
Miscellaneous Design (Bell Tower)	224969	Registered	New Zealand	18-Feb-1993	18-Feb-2014	KinderCare Learning Centers, Inc.
KINDERCARE	T9402804J	Registered	Singapore	08-Apr-1994	08-Apr-2014	KinderCare Learning Centers, Inc.
KINDERCARE	990430	Registered	Singapore	31-Oct-2008	31-Oct-2018	KinderCare Learning Centers, Inc.
KINDERCARE & Design	T9402803J	Registered	Singapore	08-Apr-1994	08-Apr-2014	KinderCare Learning Centers, Inc.
KINDERCARE	408558	Registered	Switzerland	17-Mar-1994	17-Mar-2013	KinderCare Learning Centers, Inc.
KINDERCARE & Design	407903	Registered	Switzerland	11-Feb-1994	01-Apr-2013	KinderCare Learning Centers, Inc.
KINDERCARE	67336	Registered	Taiwan	01-Dec-1993	01-Dec-2013	KinderCare Learning Centers, Inc.
KINDERCARE	1393419	Registered	Taiwan	01-Jan-2010	31-Dec-2019	KinderCare Learning Centers, Inc.
KINDERCARE & Design	67415	Registered	Taiwan	01-Dec-1993	01-Dec-2013	KinderCare Learning Centers, Inc.
KINDER CARE & Design	1443624	Registered	United Kingdom	05-Oct-1990	05-Oct-2017	KinderCare Learning Centers, Inc.
KINDERCARE	1375702	Registered	United Kingdom	02-Mar-1989	02-Mar-2016	KinderCare Learning Centers, Inc.
KINDERCARE	1328249	Registered	United Kingdom	05-Nov-1990	27-Nov-2014	KinderCare Learning Centers, Inc.
KINDERCARE	1499973	Registered	United Kingdom	01-Aug-1997	11-May-2019	KinderCare Learning Centers, Inc.
KINDERCARE	1443576	Registered	United Kingdom	04-Jul-1997	05-Oct-2017	KinderCare Learning Centers, Inc.
KINDER-CARE & Design	1121672	Registered	United Kingdom	02-Oct-1979	02-Oct-2010	KinderCare Learning Centers, Inc.
LET'S MOVE, LET'S PLAY	2018377	Registered	United Kingdom	14-Mar-1997	24-Apr-2015	KinderCare Learning Centers, Inc.
Miscellaneous Design (Bell Tower)	1513670	Registered	United Kingdom	28-Apr-1995	18-Sep-2019	KinderCare Learning Centers, Inc.
Miscellaneous Design (Bell Tower)	1513669	Registered	United Kingdom	29-Aug-1995	18-Sep-2019	KinderCare Learning Centers, Inc.
THE WHOLE CHILD IS THE WHOLE IDEA	2018402	Registered	United Kingdom	20-Sep-1996	24-Apr-2015	KinderCare Learning Centers, Inc.

Pending Foreign Trademarks KinderCare Learning Centers, Inc.:

Trademark Name	Application Number	Reg. Number	Trademark Status	Country	Filing Date	Publication Date	Owner's Name
KINDERCARE	954832		FILED	Mexico			KinderCare Learning Centers, Inc.
KINDERCARE		990430	Pending	Australia	31-Oct-2008		KinderCare Learning Centers, Inc.
KINDERCARE		990430	Pending	China (People's Republic)	31-Oct-2008		KinderCare Learning Centers, Inc.
KINDERCARE	227045		Pending	Egypt	05-Feb-2009		KinderCare Learning Centers, Inc.
KINDERCARE	227046		Pending	Egypt	05-Feb-2009		KinderCare Learning Centers, Inc.
BUSY BEES	6985469		Pending	European Community	04-Jun-2008		KinderCare Learning Centers, Inc.
BUSY BEES Logo	6988067		Pending	European Community	04-Jun-2008		KinderCare Learning Centers, Inc.
KINDERCARE		990430	Pending	France	31-Oct-2008		KinderCare Learning Centers, Inc.
KINDERCARE	1768620		Pending	India	29-Dec-2009		KinderCare Learning Centers, Inc.
KINDERCARE	1768621		Pending	India	29-Dec-2009		KinderCare Learning Centers, Inc.
KINDERCARE	J002009001865		Pending	Indonesia	21-Jan-2009		KinderCare Learning Centers, Inc.
KINDERCARE	8022491		Pending	Malaysia	11-Nov-2008		KinderCare Learning Centers, Inc.
KINDERCARE	8022492		Pending	Malaysia	11-Nov-2008		KinderCare Learning Centers, Inc.
KINDERCARE	137095		Pending	Saudi Arabia	11-Nov-2008		KinderCare Learning Centers, Inc.
KINDERCARE	137096		Pending	Saudi Arabia	11-Nov-2008		KinderCare Learning Centers, Inc.
KINDERCARE	122402		Pending	United Arab Emirates	16-Nov-2008		KinderCare Learning Centers, Inc.
KINDERCARE	122403		Pending	United Arab Emirates	16-Nov-2008		KinderCare Learning Centers, Inc.
KINDERCARE	830108904		Published	Brazil	12-Nov-2008	07-Apr-2009	KinderCare Learning Centers, Inc.
KINDERCARE	830108912		Published	Brazil	12-Nov-2008	07-Apr-2009	KinderCare Learning Centers, Inc.
KINDERCARE	715900		Published	Thailand	28-Nov-2008	05-Mar-2010	KinderCare Learning Centers, Inc.