

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Name of Assignor to THE SUNSHINE HOUSE, INC. previously recorded on Reel 004623 Frame 0590. Assignor(s) hereby confirms the Notice and Confirmation of Grant of Security Interest in Trademarks.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Sunshine House, Inc.		09/09/2011	CORPORATION: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	201 N. Tryon Street
Internal Address:	Suite 1800, MD NFT18E
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2323448	THE SUNSHINE HOUSE A TRADITION IN EARLY EDUCATION
Registration Number:	2407895	A TRADITION IN EARLY EDUCATION
Registration Number:	2407907	WHERE LOVE AND LEARNING COME TOGETHER
Registration Number:	3767335	DISCOVER MY WORLD
Registration Number:	3508660	WATCH ME GROW
Registration Number:	3212389	WE'RE ON OUR WAY
Registration Number:	3243714	LOVE AND LEARN
Registration Number:	3219487	REACH
Registration Number:	3138849	COME EXPLORE WITH ME
Registration Number:	3221831	T-H-E QUEST ZONE

OP \$265.00 2323448

CORRESPONDENCE DATA

Fax Number: (704)444-8807
Phone: 704-343-2000
Email: geikenberry-wray@mcguirewoods.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Gina Eikenberry-Wray, NCCP
Address Line 1: 201 North Tryon Street
Address Line 2: McGuireWoods LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	4507290-0186
NAME OF SUBMITTER:	Robin Chamberlain
Signature:	/Robin Chamberlain/
Date:	09/16/2011
Total Attachments: 5 source=Fifth Third-Sunshine House, Inc.-Notice and Confirmation#page1.tif source=Fifth Third-Sunshine House, Inc.-Notice and Confirmation#page2.tif source=Fifth Third-Sunshine House, Inc.-Notice and Confirmation#page3.tif source=Fifth Third-Sunshine House, Inc.-Notice and Confirmation#page4.tif source=Fifth Third-Sunshine House, Inc.-Notice and Confirmation#page5.tif	

**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

THIS NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of September 9, 2011, is made by **THE SUNSHINE HOUSE, INC.**, a South Carolina corporation (the "Grantor"), in favor of **FIFTH THIRD BANK** (the "Bank"), party to that certain Credit Agreement dated as of September 9, 2011 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Grantor and KQC Investors, LLC, collectively as borrowers, and the Bank.

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, the Grantor is a party to that certain Security Agreement of even date herewith (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), in favor of the Bank; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Bank a security interest in its Intellectual Property, including Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Bank to from time to time make and maintain extensions of credit under the Credit Agreement, the other Loan Documents and the Related Credit Arrangements, the Grantor agrees, for the benefit of the Bank, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement, it granted to the Lender a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule A hereto and any and all goodwill associated therewith) and to the extent not otherwise included, all proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons other than the Loan Parties for so long as, and to the extent that, the granting of such a security interest would result in a breach, default or termination of such Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and

remedies of the Bank thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE SUNSHINE HOUSE, INC.

By: 
Name: Robin Chamberlain
Title: Chief Financial Officer

[Signatures Continue on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FIFTH THIRD BANK

By: Jennifer Hale Kelly
Name: Jennifer Hale Kelly
Title: Vice President

SCHEDULE A

TRADEMARKS

Prev Dkt No New Dkt No	Country	Mark	Appln No Reg No	Filing Date Reg Date
09688-0003-21 190668US-9688-9688-29	United States of America	THE SUNSHINE HOUSE & LOGO	75/561,043 2,323,448	Sep-29-1998 Feb-29-2000
09688-0006-29 190668US-9688-9688-29	United States of America	WHERE LOVE AND LEARNING COME TOGETHER	75/668,476 2,407,907	Mar-24-1999 Nov-28-2000
09688-0007-29 190668US-9688-9688-29	United States of America	A TRADITION IN EARLY EDUCATION	75/662,723 2,407,895	Mar-18-1999 Nov-28-2000
275657US-9688-9688-29	United States of America	REACH	78/676,176 3,219,487	Jul-22-2005 Mar-20-2007
275658US-9688-9688-29	United States of America	WE'RE ON OUR WAY	78/673,855 3,212,389	Jul-19-2005 Feb-27-2007
275659US-9688-9688-29	United States of America	WATCH ME GROW	78/673,837 3,508,860	Jul-19-2005 Sep-30-2008
275660US-9688-9688-29	United States of America	LOVE AND LEARN	78/673,862 3,243,714	Jul-19-2005 May-22-2007
275689US-9688-9688-29	United States of America	T.H.E QUEST ZONE	78/745,808 3,221,831	Nov-02-2005 Mar-27-2007
278590US-9688-9688-29	United States of America	COME EXPLORE WITH ME	78/719,305 3,138,849	Sep-23-2005 Sep-05-2006
347254US-9688-9688-29	United States of America	DISCOVER MY WORLD	77/610,280 3,767,335	Aug-21-2008 Mar-30-2010

32653398

RECORDED: 09/16/2011

TRADEMARK
REEL: 004624 FRAME: 0544