

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
Nobel Learning Communities, Inc.		08/10/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Agent
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	3872690	BETHESDA COUNTRY DAY SCHOOL
Registration Number:	3590863	CAMELBACK DESERT SCHOOLS
Registration Number:	2480869	CAMP ZONE
Registration Number:	1977395	CHESTERBROOK ACADEMY
Registration Number:	1977394	CHESTERBROOK ACADEMY CA
Registration Number:	3120496	DESTINATION ADVENTURE
Registration Number:	2353645	DISCOVERY ISLE CHILD DEVELOPMENT CENTER
Registration Number:	3590809	ENCHANTED CARE
Registration Number:	3162110	EXTREME ADVENTURES
Registration Number:	3028581	FRED
Registration Number:	3872669	HOUSTON LEARNING ACADEMY
Registration Number:	3160599	KINDERGARTEN KICKOFF
Registration Number:	3860588	LAKE FOREST PARK MONTESSORI
Registration Number:	3501221	123

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Registration Number:	3002015	MERRYHILL SCHOOL
Registration Number:	3001574	MERRYHILL SCHOOLS
Registration Number:	3860110	MONTESSORI CORNER
Registration Number:	2755801	PALADIN ACADEMY
Registration Number:	3622137	SOUTHERN HIGHLANDS PREPARATORY SCHOOL
Registration Number:	3220962	THE HONOR ROLL SCHOOL
Registration Number:	3524107	THE PERFECT BALANCE OF LEARNING AND PLAY.
Registration Number:	3524109	THE RIGHT APPROACH TO MEET TODAY'S HIGH EXPECTATIONS.
Registration Number:	1859023	THE ROCKING HORSE CHILD CARE CENTER
Registration Number:	3860632	TOUCHSTONE SCHOOL
Registration Number:	3861112	
Registration Number:	3524102	WATCH YOUR CHILD GROW, FLOURISH AND EXCEL
Registration Number:	3918848	BRIGHTON SCHOOL
Serial Number:	77501106	AURORA
Serial Number:	77500784	AURORA LEARNING
Serial Number:	77947575	THE RHOADES SCHOOL
Serial Number:	77956562	EVERGREEN ACADEMY
Serial Number:	85228815	LAUREL SPRINGS
Serial Number:	85228818	THE LEARNING SPRINGS

CORRESPONDENCE DATA

Fax Number: (312)803-5299

Phone: (312) 845-3430

Email: kalwa@chapman.com

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

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1961408
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	09/21/2011

Total Attachments: 6

TRADEMARK
REEL: 004627 FRAME: 0423

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TRADEMARK COLLATERAL AGREEMENT

This 10th day of August, 2011, NOBEL LEARNING COMMUNITIES, INC., a Delaware corporation (the "*Debtor*"), with its principal place of business and mailing address at 1615 West Chester Pike, West Chester, Pennsylvania 19382 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, a Canadian chartered bank, acting through its Chicago branch ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors 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 August 10, 2011 by and among Debtor, the other Debtors thereto and Agent (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*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

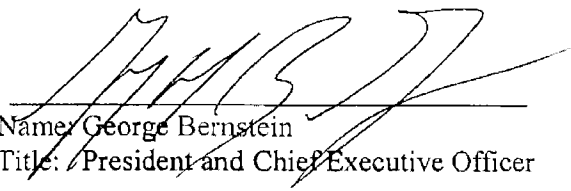
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

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

NOBEL LEARNING COMMUNITIES, INC.

By 
Name: George Bernstein
Title: President and Chief Executive Officer

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

BANK OF MONTREAL, as Agent

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.

NOBEL LEARNING COMMUNITIES, INC.

By _____
Name: _____
Title: _____

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

BANK OF MONTREAL, as Agent

By Pauline Christopher
Name: Pauline Christopher
Title: Vice President

SCHEDULE A

TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	STATUS
Bethesda Country Day School	77/956,555	03/11/10	3,872,690	11/9/10	Registered
Camelback Desert Schools	77/542,178	08/08/08	3,590,863	3/17/09	Registered
CAMP ZONE	75/893,694	01/07/00	2,480,869	8/21/01	Registered
CHESTERBROOK ACADEMY	74/612,733	12/19/94	1,977,395	5/28/96	Registered
CHESTERBROOK ACADEMY CA & DESIGN	74/612,009	12/16/94	1,977,394	5/28/96	Registered
DESTINATION ADVENTURE	78/689,273	08/10/05	3,120,496	7/25/06	Registered
Discovery Isle Child Development Center & Design	75/723,513	06/08/99	2,353,645	5/30/00	Registered
ENCHANTED CARE	77/541,277	08/07/08	3,590,809	3/17/09	Registered
EXTREME ADVENTURES	78/689,276	08/10/05	3,162,110	10/24/06	Registered
FRED	78/506,259	10/26/04	3,028,581	12/13/05	Registered
Houston Learning Academy	77/954,176	03/09/10	3,872,669	11/9/10	Registered
KINDERGARTEN KICKOFF	78/568,559	02/16/05	3,160,599	10/17/06	Registered
Lake Forest Park Montessori	77/953,245	03/08/10	3,860,588	10/12/10	Registered
Links to Learning Logo	77/368,483	01/10/08	3,501,221	9/16/08	Registered
MERRYHILL SCHOOL	78/579,116	03/03/05	3,002,015	9/27/05	Registered
MERRYHILL SCHOOLS	78/459,665	07/30/04	3,001,574	9/27/05	Registered
Montessori Corner	77/947,555	03/01/10	3,860,110	10/12/10	Registered
PALADIN ACADEMY	76/457,185	10/09/02	2,755,801	8/26/03	Registered
Southern Highlands Preparatory School	77/542,179	08/08/08	3,622,137	5/19/09	Registered
THE HONOR ROLL SCHOOL	78/928,060	07/12/06	3,220,962	3/20/07	Registered

TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	STATUS
THE PERFECT BALANCE OF LEARNING AND PLAY.	77/437,023	04/01/08	3,524,107	10/28/08	Registered
THE RIGHT APPROACH TO MEET TODAY'S HIGH EXPECTATIONS	77/437,038	04/01/08	3,524,109	10/28/08	Registered
THE ROCKING HORSE CHILD CARE CENTER & DESIGN	74/450,413	10/25/93	1,859,023	10/18/94	Registered
Touchstone School	77/953,978	3/09/10	3,860,632	10/12/10	Registered
Tree Logo (Used w/Brighton, Evergreen & Touchstone)	85/026,387	4/29/10	3,861,112	10/12/10	Registered
WATCH YOUR CHILD GROW, FLOURISH AND EXCEL	77/436,949	4/01/08	3,524,102	10/28/08	Registered
Aurora	77/501,106	6/17/08	N/A	N/A	Revived
Aurora Learning	77/500,784	6/17/08	N/A	N/A	Revived
Brighton School	77/953,988	3/9/10	3,918,848	2/15/11	Applied
The Rhoades School	77/947,575	3/1/10	N/A	N/A	Suspended
Evergreen Academy & Design	77/956,562	3/11/10	N/A	N/A	Abandoned
LAUREL SPRINGS	85/228,815	1/28/2011	N/A	N/A	Pending
THE LEARNING SPRINGS	85/228,818	1/28/2011	N/A	N/A	Pending