

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
Primrose School Franchising Company		12/15/2011	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	85316064	JUST ASK A MOM	
Serial Number:	85080410	PROVEN. ACCREDITED. AND NOW GUARANTEED.	
Serial Number:	77964946	BENJAMIN	
Serial Number:	77951303	OG	
Serial Number:	77801045	THE RIGHT FOUNDATION TO BUILD ACTIVE MINDS, HEALTHY BODIES, AND HAPPY HEARTS	
Serial Number:	77769139	MEGY	
Serial Number:	77742765	KATIE	
Serial Number:	77742237	ERWIN	
Serial Number:	77714496	BILLY	
Serial Number:	77714514	PERCY	
Serial Number:	77712546	PRIMROSE CHILDREN'S FOUNDATION	
Serial Number:	77634034	WITH THE RIGHT FOUNDATION, ANYTHING IS POSSIBLE	
Serial Number:	77779427	PRIMROSE SCHOOLS	

CH \$340.00 85316064

CORRESPONDENCE DATA

Fax Number: (404)888-4190
Phone: 4048884267
Email: dcorey@hunton.com

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

Correspondent Name: Hunton & Williams LLP
Address Line 1: 600 Peachtree Street NE, Suite 4100
Address Line 2: c/o Deborah Corey
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	65740.53
NAME OF SUBMITTER:	Deborah Corey
Signature:	/Deborah Corey/
Date:	12/15/2011
Total Attachments: 5 source=Primrose Trademark Security Agreement#page1.tif source=Primrose Trademark Security Agreement#page2.tif source=Primrose Trademark Security Agreement#page3.tif source=Primrose Trademark Security Agreement#page4.tif source=Primrose Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of December 15, 2011, by **PRIMROSE SCHOOL FRANCHISING COMPANY**, a Georgia corporation (“**Grantor**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.** (“**GSSLG**”), as Collateral Agent (“**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of June 6, 2008, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG, as Administrative Agent, Collateral Agent and Lead Arranger (as amended, restated, supplemented or otherwise modified from time to time (including, without limitation, by that certain Amended and Restated Credit and Guaranty Agreement, dated as of December 15, 2011), the “**Credit Agreement**”), Lenders have agreed to make the Loans to Borrowers;

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, the Pledge and Security Agreement, dated as of the date hereof (the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and the Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks (including, without limitation, those referred to on Schedule 1 hereto); (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark, and (ii) injury to the goodwill associated with any Trademark.

3. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby


acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the 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.

4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or electronic mail in portable document format), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

**PRIMROSE SCHOOL FRANCHISING
COMPANY, as Grantor**

By: 
Name: Stephen D. Aronson
Title: Authorized Signatory

Signature Page

Trademark Security Agreement
38200337

TRADEMARK
REEL: 004680 FRAME: 0906

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

**GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.**

By: 

Name: Stephen W. Hipp

Title: Senior Vice President

Signature Page

Trademark Security Agreement
38200337

TRADEMARK
REEL: 004680 FRAME: 0907

Schedule 1
to
Trademark Security Agreement

	Serial Number	Reg. Number	Word Mark
1.	85316064		JUST ASK A MOM
2.	85080410	4026970	PROVEN. ACCREDITED. AND NOW GUARANTEED.
3.	77964946	3860734	BENJAMIN
4.	77951303	3860466	OG
5.	77801045	3749808	THE RIGHT FOUNDATION TO BUILD ACTIVE MINDS, HEALTHY BODIES, AND HAPPY HEARTS
6.	77769139	3760425	MEGY
7.	77742765	3875432	KATIE
8.	77742237	3742040	ERWIN
9.	77714496	3792152	BILLY
10.	77714514	3792153	PERCY
11.	77712546	3801888	PRIMROSE CHILDREN'S FOUNDATION
12.	77634034	3650526	WITH THE RIGHT FOUNDATION, ANYTHING IS POSSIBLE
13.	77779427	3749644	PRIMROSE SCHOOLS (block letters)

Schedule 1

Trademark Security Agreement
38200337

RECORDED: 12/15/2011

TRADEMARK
REEL: 004680 FRAME: 0908