

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bright Horizons Family Solutions LLC		01/30/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	2325756	COLLEGE COACH	
Registration Number:	2323533	COLLEGE COACH	
Registration Number:	2308821	BRIGHT HORIZONS FAMILY SOLUTIONS	
Registration Number:	3358413	HORIZONS DESIGN	
Registration Number:	3398239		
Registration Number:	3359864	HORIZONS DESIGN	
Registration Number:	1495542	BRIGHT HORIZONS	
Registration Number:	2283209	BRIGHT HORIZONS FAMILY SOLUTIONS	
Registration Number:	4145680	EDASSIST	
Registration Number:	3487356	BACK-UP CARE ADVANTAGE PROGRAM	
Registration Number:	3817109	BRIGHT HORIZONS FOUNDATION FOR CHILDREN	
Registration Number:	3912990	THE WORLD AT THEIR FINGERTIPS	
Registration Number:	3920190	BUCA	
Registration Number:	3841456	SMARTER EDUCATION MANAGEMENT	

TRADEMARK

Registration Number:	4113193	TUITION ADVISORY SERVICES
Registration Number:	3841390	TAS TUITION ADVISORY SERVICES SMARTER EDUCATION MANAGEMENT
Registration Number:	3962844	
Registration Number:	4170903	HORIZONS WORKFORCE CONSULTING
Registration Number:	4170902	HORIZONS WORKFORCE CONSULTING
Registration Number:	4160407	A FAMILY OF SOLUTIONS AT WORK
Registration Number:	2027048	CHILDREN FIRST
Serial Number:	85673923	COLLEGE COACH
Serial Number:	85419897	BRIGHT HORIZONS
Serial Number:	85976484	BRIGHT HORIZONS
Serial Number:	85976318	A FAMILY OF SOLUTIONS AT WORK
Serial Number:	85715971	EDASSIST
Serial Number:	85673916	BACK-UP CARE ADVANTAGE

CORRESPONDENCE DATA

Fax Number: 2123108007

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

Phone: 212-735-4559

Email: vindra.richter@weil.com

Correspondent Name: Vindra Richter c/o Weil et al

Address Line 1: 767 Fifth Ave

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	71620.0054/SEC/A.BAKER/VR
NAME OF SUBMITTER:	Vindra Richter
Signature:	/vindra richter/
Date:	01/31/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 30, 2013, made by Bright Horizons Family Solutions LLC, a Delaware limited liability company (the "Grantor"), in favor of GOLDMAN SACHS BANK USA, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of January 30, 2013 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Bright Horizons Family Solutions LLC, a Delaware limited liability company, Bright Horizons Capital Corp., a Delaware corporation, each Lender (as defined in the Credit Agreement) from time to time party thereto, Goldman Sachs Bank USA, as Administrative Agent, Swing Line Lender and L/C Issuer and the other agents and parties party thereto.

WHEREAS, the Grantor is party to a Security Agreement, dated as of January 30, 2013 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of the Grantor's right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Owned Trademark 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or delivery the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

[signature page follows]

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

BRIGHT HORIZONS FAMILY SOLUTIONS LLC.
as Grantor

By: _____

Name: Stephen Dreier

Title: Secretary

[Trademark Security Agreement]

Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 

Name:


Title:

Robert Ehudin
Authorized Signatory




SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS


UNITED STATES TRADEMARK REGISTRATIONS:

Owner	Registration Number	Trademark	Registration Date
Bright Horizons Family Solutions LLC	2325756	COLLEGE COACH	March 7, 2000
Bright Horizons Family Solutions LLC	2323533	College Coach 	February 29, 2000
Bright Horizons Family Solutions LLC	2308821	Bright Horizons Family Solutions Logo	January 18, 2000
Bright Horizons Family Solutions LLC	3358413	Horizons Design 	December 25, 2007
Bright Horizons Family Solutions LLC	3398239		March 18, 2008
Bright Horizons Family Solutions LLC	3359864	HORIZONS DESIGN	December 25, 2007
Bright Horizons Family Solutions LLC	1495542	BRIGHT HORIZONS	July 5, 1988
Bright Horizons Family Solutions LLC	2283209	BRIGHT HORIZONS FAMILY SOLUTIONS	October 5, 1999
Bright Horizons Family Solutions LLC	4145680	EDASSIST	May 22, 2012
Bright Horizons Family Solutions LLC	3487356	BACK-UP CARE ADVANTAGE PROGRAM	August 19, 2008
Bright Horizons Family Solutions LLC	3817109	BRIGHT HORIZONS FOUNDATION FOR CHILDREN	July 13, 2010
Bright Horizons Family Solutions LLC	3912990	THE WORLD AT THEIR FINGERTIPS	February 1, 2011

Bright Horizons Family Solutions LLC	3920190	BUCA	February 15, 2011
Bright Horizons Family Solutions LLC	3841456	SMARTER EDUCATION MANAGEMENT	August 31, 2010
Bright Horizons Family Solutions LLC	4113193	Tuition Advisory Services	March 13, 2012
Bright Horizons Family Solutions LLC	3841390	Tuition Advisory Services with logo	August 31, 2010
Bright Horizons Family Solutions LLC	3962844		May 17, 2011
Bright Horizons Family Solutions LLC	4170903	Horizons Workforce Consulting	July 10, 2012
Bright Horizons Family Solutions LLC	4170902	Horizons Workforce Consulting logo	July 10, 2012
Bright Horizons Family Solutions LLC	4160407	A FAMILY OF SOLUTIONS AT WORK	June 19, 2012
Bright Horizons Family Solutions LLC	2027048	CHILDREN FIRST	December 31, 1996

UNITED STATES TRADEMARK APPLICATIONS:

Owner	Application Number	Trademark	Application Date
Bright Horizons Family Solutions LLC	Serial Number: 85673923		July 11, 2012
Bright Horizons Family Solutions LLC	Serial Number: 85419897	BRIGHT HORIZONS  Bright Horizons	September 12, 2011
Bright Horizons Family Solutions LLC	Serial Number: 85976484	BRIGHT HORIZONS  Bright Horizons	September 12, 2011
Bright Horizons Family Solutions LLC	Serial Number: 85976318	A FAMILY OF SOLUTIONS AT	September 12, 2011

		WORK	
Bright Horizons Family Solutions LLC	Serial Number: 85715971	EdAssist (words + logo)	August 29, 2012
Bright Horizons Family Solutions LLC	Serial Number: 85673916		July 11, 2012