

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Learning Care Group (US) Inc.		02/01/2013	CORPORATION: DELAWARE
Learning Care Group (US) No. 2 Inc.		02/01/2013	CORPORATION: DELAWARE
Learning Care Group, Inc.		02/01/2013	CORPORATION: MICHIGAN
La Petite Holdings, Inc.		02/01/2013	CORPORATION: DELAWARE
La Petite Academy, Inc.		02/01/2013	CORPORATION: DELAWARE
Childtime Childcare, Inc.		02/01/2013	CORPORATION: ILLINOIS
The Children's Courtyard, Inc.		02/01/2013	CORPORATION: TEXAS
Tutor Time Learning Centers, LLC		02/01/2013	LIMITED LIABILITY COMPANY: MICHIGAN
W.O.S., Inc.		02/01/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Trustee		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	1621658	A GOOD BEGINNING THAT LASTS A LIFETIME	
Registration Number:	1806522	CHILDTIME	
Registration Number:	3284165	CHILDTIME LEARNING CENTERS	
Registration Number:	3290568	CHILDTIME CONNECTION	
Registration Number:	3144663	VIP REFERRAL REWARDS	

Registration Number:	3150570	LEARNING. EVERY STEP OF THE WAY.
Registration Number:	3170654	JOURNEY
Registration Number:	3102759	JOURNEY PRESCHOOL
Registration Number:	2631040	MONTESSORI UNLIMITED
Registration Number:	2512152	LA PETITE ACADEMY
Registration Number:	1717005	LA PETITE JOURNEY
Registration Number:	1617106	LA PETITE ACADEMY THE PARENT'S PARTNER PRESCHOOL & CHILD CARE
Registration Number:	1307458	LA PETITE ACADEMY
Registration Number:	3940574	KIDS OF CHARACTER
Registration Number:	3113575	LEARNING CARE GROUP
Registration Number:	3212072	LEARNING CARE GROUP
Registration Number:	3245790	CREATING CHARACTER
Registration Number:	3855715	EVERY CHILD DESERVES A BRILLIANT BEGINNING
Registration Number:	3855717	BRILLIANT BEGINNINGS
Registration Number:	3879654	IT ONLY TAKES ONE GREAT EXPERIENCE TO INSPIRE YOUR CHILD FOR LIFE
Registration Number:	1911851	THE CHILDREN'S COURTYARD
Registration Number:	2999880	TUTOR TIME ADVENTURE CLUB
Registration Number:	3239078	BODYSMART
Registration Number:	2673903	TUTOR TIME CENTER FOR ACADEMIC ENRICHMENT
Registration Number:	2500116	TUTOR TIME
Registration Number:	2490562	TUTOR TOWNE
Registration Number:	2308180	"POOKIE"
Registration Number:	1844815	TUTOR TIME
Registration Number:	3285107	SAFE N SOUND
Registration Number:	3148759	SELFSMART
Registration Number:	3148745	NATURESMART
Registration Number:	3148739	RHYTHMSMART
Registration Number:	3334558	PEOPLES MART
Registration Number:	3148725	NUMBERSMART
Registration Number:	3148713	DESIGNSMART
Registration Number:	4225189	ACTIVE LEARNING HEALTHY CARE
Serial Number:	85726773	THE CHILDREN'S COURTYARD
Serial Number:	85668172	THE CHILDREN'S COURTYARD

Fax Number: 2127514864

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

Phone: 212-906-1200

Email: angela.amaru@lw.com

Correspondent Name: Angela M. Amaru c/o Latham & Watkins LLP

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

03926900140

NAME OF SUBMITTER:

Angela M. Amaru

Signature:

/s/ Angela M. Amaru

Date:

02/12/2013

Total Attachments: 12

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of February 1, 2013 (“**Agreement**”), is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Wilmington Trust, National Association (successor by merger to Wilmington Trust FSB), as collateral trustee (in such capacity, and together with its successors and assigns, the “Collateral Trustee”) for the First Lien Secured Parties (as defined in the First Lien Collateral Agreement referred to below).

WITNESSETH:

WHEREAS, Learning Care Group (US) No. 2 Inc., a Delaware corporation (“LCG”), Learning Care Group, Inc., a Michigan Corporation (“LCG Group”), La Petite Holdings, Inc., a Delaware Corporation (“La Petite” and together with LCG and LCG Group, the “Companies”), and Learning Care Group (US) Inc. (“Holdings”), a Delaware corporation, are each party to (i) that certain Note Purchase and Guarantee Agreement, dated as of April 27, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), by and among the Companies, as issuers, the other Grantors as guarantors thereunder, and TCW/Crescent Mezzanine Partners VB, L.P., a Delaware limited partnership, as senior notes representative, and the purchasers party thereto from time to time (the “Purchasers”), and (ii) that certain Second Amended and Restated Credit and Guarantee Agreement, dated as of February 1, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Amended and Restated Credit Agreement”), by and among Holdings, the Companies and the lenders from time to time party thereto, Barclays Bank PLC, as administrative agent for the lenders and the other parties thereto (in such capacity, and together with its successors and assigns, the “Administrative Agent”);

WHEREAS, in connection with the execution of the Second Amended and Restated Credit Agreement, Holdings and the Companies have agreed to enter into that certain Amendment to the Note Purchase Agreement dated as of February 1, 2013 (the “Note Purchase Agreement Amendment”);

WHEREAS, it is a condition under the Note Purchase Agreement Amendment and the Second Amended and Restated Credit Agreement that each of the Grantors hereto has executed and delivered (i) that certain First Lien Collateral Agreement dated as of February 1, 2013 (amending and restating that certain Guarantee and Collateral Agreement, dated as of June 25, 2008 (the “Original Guarantee and Collateral Agreement”) among Barclays Bank PLC, as administrative agent and collateral agent (in such latter capacity, the “Collateral Agent”), each of LCG and the other Grantors party thereto, as amended and restated by that certain Amended and Restated Collateral Agreement, dated as of April 27, 2010 (the “Amended and Restated Collateral Agreement”) among Wilmington Trust, National Association (successor by merger to Wilmington Trust FSB), as collateral trustee, LCG and the other Grantors party thereto and as further amended, amended and restated, supplemented or otherwise modified after the date hereof, the “First Lien Collateral Agreement”) by and among the Companies, Holdings, each of the Grantors and the Collateral Trustee, pursuant to which each Grantor grants to the Collateral Trustee a first lien security interest in, among other property, the First Lien Trademark Collateral (as defined below) to secure the obligations under the Second Amended and Restated Credit Agreement and certain other indebtedness and each is required to execute and deliver this Agreement for recordation in the U.S. Patent and Trademark Office, and (ii) that certain Second Lien Collateral Agreement dated as of February 1, 2013 (as amended, amended and restated,

supplemented or otherwise modified from time to time, the “Second Lien Collateral Agreement”) by and among the Companies, Holdings, each of the Grantors and the Collateral Trustee, pursuant to which each Grantor grants to the Collateral Trustee a second lien security interest in, among other property, the Second Lien Trademark Collateral (as defined in the Second Lien Trademark Security Agreement) to secure the obligations under the Note Purchase Agreement, and each is required to execute and deliver that certain Second Lien Trademark Security Agreement, dated as of February 1, 2013 (the “Second Lien Trademark Security Agreement”), for recordation in the U.S. Patent and Trademark Office;

WHEREAS, pursuant to the Original Guarantee and Collateral Agreement, each of LCG and the other Grantors entered into a Trademark Security Agreement, dated June 25, 2008, recorded with the U.S. Patent and Trademark Office on July 24, 2008 at Reel/Frame No. 3822/0310 (the “Original Trademark Security Agreement”);

WHEREAS, pursuant to the Amended and Restated Collateral Agreement, each of LCG and the other Grantors entered into an Amended and Restated Trademark Security Agreement, dated April 27, 2010, recorded with the U.S. Patent and Trademark Office on April 30, 2010 at Reel 4196, Frame(s) 0672-0683 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Amended and Restated Trademark Security Agreement”);

WHEREAS, pursuant to each of the Original Guarantee and Collateral Agreement, the Amended and Restated Collateral Agreement, the Original Trademark Security Agreement and the Amended and Restated Trademark Security Agreement, LCG and the other Grantors granted a security interest in and to the Trademark Collateral (as defined in the Original Trademark Security Agreement) to the Collateral Trustee, which security interest each Grantor hereby confirms shall continue; and

WHEREAS, this Agreement, together with the Second Lien Trademark Security Agreement, is intended to constitute an amendment and restatement of the Amended and Restated Trademark Security Agreement to provide the Secured Parties under the Second Amended and Restated Credit Agreement with a first priority security interest in the First Lien Trademark Collateral and the Secured Parties under the Note Purchase Agreement as amended by the Note Purchase Agreement Amendment with a second priority security interest in such collateral, respectively.

NOW, THEREFORE, in consideration of the premises and to induce (i) the Administrative Agent and the lenders to enter into the Second Amended and Restated Credit Agreement; (ii) the lenders to make their respective extensions of credit to LCG thereunder; and (iii) the Purchasers to enter into the Note Purchase Agreement Amendment, each Grantor hereby agrees with the Collateral Trustee, for the ratable benefit of the First Lien Secured Parties, as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the First Lien Collateral Agreement and used herein shall have the meanings given to them in the First Lien Collateral Agreement.

Section 2. Existing Grant of Security Interest in Trademark Collateral. Each Grantor hereby confirms the existing grant of a security interest in the Trademark Collateral to the Collateral Trustee in favor of the First Lien Secured Parties pursuant to the Original

Guarantee and Collateral Agreement, the Amended and Restated Collateral Agreement, the Original Trademark Security Agreement and the Amended and Restated Trademark Security Agreement shall continue to the fullest extent permitted by applicable law. For the avoidance of doubt, this Agreement is intended to modify and clearly delineate the priorities of the security interests in the Trademark Collateral to provide, that, subject to the terms of this Agreement, the obligations under the Second Amended and Restated Credit Agreement and certain other indebtedness will be secured on a first priority basis and the obligations under the Note Purchase Agreement will be secured on a second priority basis

Section 3. Grant of Security Interest in First Lien Trademark Collateral. Each Grantor hereby grants to the Collateral Trustee, for the ratable benefit of the First Lien Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired or created by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (the “First Lien Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the First Lien Obligations:

(a) (i) all trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith now existing or hereafter adopted, whether or not registered, all registrations thereof, and all applications, extensions or renewals therefor, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule A hereto, and (ii) the right to obtain all renewals thereof (the “Trademarks”); and

(b) all rights to sue at law or in equity or otherwise recover for any past, present or future infringement or other impairment of such Trademarks, including the right to receive all Proceeds and damages therefrom, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

Section 4. First Lien Collateral Agreement. The security interest granted pursuant to this Agreement is granted pursuant to the First Lien Collateral Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Trustee with respect to the security interest in the First Lien Trademark Collateral made and granted hereby are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the First Lien Collateral Agreement, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other similar actions in connection with their Trademarks subject to a security interest hereunder.

Section 6. Counterparts. This Agreement may be executed by one or more of the parties to the Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

Very truly yours,

LEARNING CARE GROUP (US) INC.,
as Grantor

By: Barbara J. Beck
Name: Barbara J. Beck
Title: Chief Executive Officer

LEARNING CARE GROUP (US) NO. 2 INC.,
as Grantor

By: Barbara J. Beck
Name: Barbara J. Beck
Title: Chief Executive Officer

LEARNING CARE GROUP, INC.,
as Grantor

By: Barbara J. Beck
Name: Barbara J. Beck
Title: Chief Executive Officer

LA PETITE HOLDINGS, INC.,
as Grantor

By: Barbara J. Beck
Name: Barbara J. Beck
Title: Chief Executive Officer

LA PETITE ACADEMY, INC.,
as Grantor

By: Barbara J. Beck
Name: Barbara J. Beck
Title: Chief Executive Officer

[Signature Page to First Lien Trademark Agreement]

CHILDTIME CHILDCARE, INC.,
as Grantor

By: Barbara J. Beck
Name: Barbara J. Beck
Title: Chief Executive Officer

THE CHILDREN'S COURTYARD, INC.,
as Grantor

By: Barbara J. Beck
Name: Barbara J. Beck
Title: Chief Executive Officer

TUTOR TIME LEARNING CENTERS, LLC,
a Michigan limited liability company

By: Childtime Childcare, Inc.
an Illinois corporation

Its: Sole Member

By: Barbara J. Beck
Name: Barbara J. Beck
Title: Chief Executive Officer

W.O.S., INC.,
as Grantor

By: Barbara J. Beck
Name: Barbara J. Beck
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Collateral Trustee

By:





Name: Renee Kuhl

Title: Vice President




[Signature Page to First Lien Trademark Security Agreement]


TRADEMARK
REEL: 004960 FRAME: 0670

**SCHEDULE A
TO
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK APPLICATIONS AND REGISTRATIONS**





Trademark	Country/ State	Owner	Appl. No. Filing Date	Reg. No. Reg Date:
CHILDTIME LEARNING CENTERS	Wisconsin	Childtime Childcare, Inc. (IL corp.)	N/A	17-Jan-2007
A GOOD BEGINNING THAT LASTS A LIFETIME	US	Childtime Childcare, Inc. (IL corp.)	74/000832 16-NOV-1989	1621658 06-NOV-1990
CHILDTIME	US	Childtime Childcare, Inc. (IL corp.)	74/134685 30-JAN-1991	1806522 23-NOV-1993
	US	Childtime Childcare, Inc. (MI Corp.)	76/657477 27-MAR-2006	3284165 28-AUG-2007
CHILDTIME CONNECTION	US	Childtime Childcare, Inc. (MI Corp.)	78/823297 24-FEB-2006	3290568 11-SEP-2007
VIP REFERRAL REWARDS	US	La Petite Academy, Inc. (DE Corp.)	78/604479 08-APR-2005	3144663 19-SEP-2006
LEARNING. EVERY STEP OF THE WAY.	US	La Petite Academy, Inc. (DE Corp.)	78/567566 15-FEB-2005	3150570 03-OCT-2006
JOURNEY	US	La Petite Academy, Inc. (DE Corp.)	78/567767 5- FEB-2005	3170654 14-NOV-2006
	US	La Petite Academy, Inc. (DE Corp.)	76/624900 16-DEC-2004	3102759 13-JUN-2006
	US	La Petite Academy, Inc. (DE Corp.)	76/282278 07-JUL-2001	2631040 08-OCT-2002

Trademark	Country/ State	Owner	Appl. No. Filing Date	Reg. No. Reg Date:
 La Petite ACADEMY	US	La Petite Academy, Inc. (DE Corp.)	76/084042 06-JUL-2000	2512152 27-NOV-2001
LA PETITE JOURNEY	US	La Petite Academy, Inc. (DE Corp.)	74/143140 8-FEB-1991	1717005 15-SEP-1992
 The Parent's Partner Preschool & Child Care	US	La Petite Academy, Inc. (DE Corp.)	73/811830 10-JUL-1989	1617106 09-OCT-1990
LA PETITE ACADEMY	US	La Petite Academy, Inc. (DE Corp.)	73/346067 18-JAN-1982	1307458 27-NOV-1984
	US	La Petite Academy, Inc. (DE Corp.)	85/098984 03-AUG-2010	3940574 05-APR-2011
LEARNING CARE GROUP	US	Learning Care Group (MI Corp.)	76/643898 29-JUL-2005	3113575 11-JUL-2006
 Learning Caregroup	US	Learning Care Group (MI Corp.)	76/643899 29-JUL-2005	3212072 27-FEB-2007
CREATING CHARACTER	US	Learning Care Group (MI Corp.)	76/638097 06-MAY-2005	3245790 29-MAY-2007
EVERY CHILD DESERVES A BRILLIANT BEGINNING	US	Learning Care Group, Inc. (MI Corp.)	77/824394 11-SEP-2009	3855715 05-OCT-2010
	US	Learning Care Group, Inc. (MI Corp.)	77/824459 11-SEP-2009	3855717 05-OCT-2010
IT ONLY TAKES ONE GREAT EXPERIENCE TO INSPIRE YOUR CHILD FOR LIFE	US	Learning Care Group, Inc. (MI Corp.)	85/010587 09-APR-2010	3879654 23-NOV-2010

Trademark	Country/ State	Owner	Appl. No. Filing Date	Reg. No. Reg Date:
	US	The Children's Courtyard, Inc. (TX Corp.)	74/62213 23-NOV-1993	1911851 15-AUG-1995
	US	The Children's Courtyard, Inc. (TX Corp.)	85/726773 12-SEP-2012	N/A
THE CHILDREN'S COURTYARD	US	The Children's Courtyard, Inc. (TX Corp.)	85/668172 03-JUL-2012	N/A
TUTOR TIME ADVENTURE CLUB	US	Tutor Time Learning Centers, LLC (FL Corp.)	76/574731 02-FEB-2004	2999880 27-SEP-2005
BODYSMART	US	Tutor Time Learning Centers, LLC (MI LLC)	78/752552 11-NOV-2005	3239078 08-MAY-2007
TUTOR TIME CENTER FOR ACADEMIC ENRICHMENT	US	Tutor Time Learning Centers, LLC (state of incorp. not listed-- only identified as Corp.)	76/174446 01-DEC-2000	2673903 14-JAN-2003
TUTOR TIME	US	Tutor Time Learning Centers, LLC (state of incorp. not listed-- only identified as Corp.)	76/112799 21-AUG-2000	2500116 23-OCT-2001
TUTOR TOWNE	US	Tutor Time Learning Centers, LLC (state of incorp. not listed-- only identified as Corp.)	76/113012 21-AUG-2000	2490562 18-SEP-2001
	US	Tutor Time Learning Centers, LLC (state of incorp. not listed-- only identified as Corp.)	75/208475 05-DEC-1996	2308180 18-JAN-2000
TUTOR TIME	US	Tutor Time Learning Centers, LLC (state of incorp. not listed-- only identified as Corp.)	74/427573 23-AUG-1993	1844815 12-JUL-1994
SAFE N SOUND	US	Tutor Time Learning Centers, LLC (MI Corp.)	77/048043 20-NOV-2006	3285107 28-AUG-2007
SELFSMART	US	Tutor Time Learning Centers, LLC (MI LLC)	78/752554 11-NOV-2005	3148759 26-SEP-2006

Trademark	Country/ State	Owner	Appl. No. Filing Date	Reg. No. Reg Date:
NATURESMART	US	Tutor Time Learning Centers, LLC (MI LLC)	78/750552 09-NOV- 2005	3148745 26-SEP-2006
RHYTHMSMART	US	Tutor Time Learning Centers, LLC (MI LLC)	78/49813 08-NOV- 2005	3148739 26-SEP-2006
PEOPLES MART	US	Tutor Time Learning Centers, LLC (MI LLC)	78/748199 07-NOV- 2005	3334558 13-NOV- 2007
NUMBERSMART	US	Tutor Time Learning Centers, LLC (MI LLC)	78/48740 07-NOV- 2005	3148725 26-SEP-2006
DESIGNSMART	US	Tutor Time Learning Centers, LLC (MI LLC)	78/747798 04-NOV- 2005	3148713 26-SEP-2006
 ACTIVE LEARNING HEALTHY CARE	US	Tutor Time Learning Centers, LLC (MI LLC)	85/553462 27-FEB-2012	4225189 16-OCT- 2012

FOREIGN TRADEMARKS

Trademark	Country/ State	Owner	Appl. No. Filing Date	Reg. No. Reg. Date:
	E.U.	Tutor Time Learning Centers, LLC (MI llc.)	1937895 30-OCT-2000	1937895 18-JAN-2002
TUTOR TIME	E.U.	Tutor Time Learning Centers, LLC (MI llc.)	1052786 20-JAN-1999	1052786 06-NOV-2000
TUTOR TIME	Australia	Tutor Time Learning Systems, Inc. (FL Corp.)	783927 27-JAN-1999	783927 27-JAN-1999
	Canada	Tutor Time Learning Systems, Inc. (FL corp.)	109845800 03-APR-2001	TMA605817 19-MAR-2004
TUTOR TIME	Canada	Tutor Time Learning Systems, Inc. (FL corp.)	100296500 26-JAN-1999	TMA537832 28-NOV-2000
TUTOR TIME 	Hong Kong	Tutor Time Learning Systems, Inc. (FL corp.)	N/A	Class 16 2003/B01901 10-MAY-2000
TUTOR TIME 	Hong Kong	Tutor Time Learning Systems, Inc. (FL corp.)	N/A	Class 42 2003/B01902 10-MAY-2000
TUTOR TIME TUTOR TIME	Hong Kong	Tutor Time Learning Systems, Inc. (FL corp.)	N/A	(Series of 2) Class 16 2002/B05663 10-MAY-2000
TUTOR TIME TUTOR TIME	Hong Kong	Tutor Time Learning Systems, Inc. (FL corp.)	N/A	(Series of 2) Class 42 2002/B05664 10-May-2000