

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
Learning Care Group, Inc.		05/08/2013	CORPORATION: MICHIGAN
Childtime Childcare, Inc.		05/08/2013	CORPORATION: ILLINOIS
La Petite Academy, Inc.		05/08/2013	CORPORATION: DELAWARE
The Children's Courtyard, Inc.		05/08/2013	CORPORATION: TEXAS
Tutor Time Learning Centers, LLC		05/08/2013	LIMITED LIABILITY COMPANY: MICHIGAN

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	901 Main Street
Internal Address:	BANK OF AMERICA PLAZA -TX-492-14-06
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202-3714
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Serial Number:	74000832	A GOOD BEGINNING THAT LASTS A LIFETIME
Serial Number:	74134685	CHILDTIME
Serial Number:	76657477	CHILDTIME LEARNING CENTERS
Serial Number:	78823297	CHILDTIME CONNECTION
Serial Number:	78567767	JOURNEY
Serial Number:	76624900	JOURNEY PRESCHOOL
Serial Number:	76282278	MONTESSORI UNLIMITED
Serial Number:	76084042	LA PETITE ACADEMY
Serial Number:	74143140	LA PETITE JOURNEY

Serial Number:	73346067	LA PETITE ACADEMY
Serial Number:	85098984	KIDS OF CHARACTER
Serial Number:	76643898	LEARNING CARE GROUP
Serial Number:	76643899	LEARNING CARE GROUP
Serial Number:	76638097	CREATING CHARACTER
Serial Number:	77824394	EVERY CHILD DESERVES A BRILLIANT BEGINNI
Serial Number:	77824459	BRILLIANT BEGINNINGS
Serial Number:	85010587	IT ONLY TAKES ONE GREAT EXPERIENCE TO IN
Serial Number:	74462213	THE CHILDREN'S COURTYARD
Serial Number:	85726773	THE CHILDREN'S COURTYARD
Serial Number:	85668172	THE CHILDREN'S COURTYARD
Serial Number:	76574731	TUTOR TIME ADVENTURE CLUB
Serial Number:	78752552	BODYSMART
Serial Number:	76174446	TUTOR TIME CENTER FOR ACADEMIC ENRICHMEN
Serial Number:	76112799	TUTOR TIME
Serial Number:	76113012	TUTOR TOWNE
Serial Number:	75208475	"POOKIE"
Serial Number:	74427573	TUTOR TIME
Serial Number:	77048043	SAFE N SOUND
Serial Number:	78752554	SELFSMART
Serial Number:	78750552	NATURESMART
Serial Number:	78749813	RHYTHMSMART
Serial Number:	78748199	PEOPLES MART
Serial Number:	78748740	NUMBERSMART
Serial Number:	78747798	DESIGNSMART
Serial Number:	85553462	ACTIVE LEARNING HEALTHY CARE

CORRESPONDENCE DATA

Fax Number: 2128594000

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

Phone: 212-859-8000

Email: teas@ffhsj.com,jason.greenberg@friedfrank.com

Correspondent Name: Jason Greenberg

Address Line 1: One New York Plaza

Address Line 2: Fried Frank LLP

Address Line 4: New York, NEW YORK 10004

	33748-32 GREENBERG
NAME OF SUBMITTER:	Jason Greenberg
Signature:	/JG/
Date:	05/08/2013
<p>Total Attachments: 9 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif source=Trademark Security Agreement#page8.tif source=Trademark Security Agreement#page9.tif</p>	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 8, 2013, made by the Persons listed on the signature pages hereof (collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of May 8, 2013 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Learning Care Group (US) Inc., a Delaware corporation, Learning Care Group (US) No. 2 Inc., a Delaware corporation, each Lender (as defined in the Credit Agreement) from time to time party thereto, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer and the other agents and parties party thereto.

WHEREAS, each Grantor is party to a Security Agreement, dated as of May 8, 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 such 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, each 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. Confirmation of Grant of Security Interest in Trademarks. Each Grantor hereby confirms that pursuant to the Security Agreement it granted as security for the payment or performance, as the case may be, in full of the Secured Obligations, to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all of such 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 such Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

Section 3. Purpose. This Trademark Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

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 any Grantor when a counterpart hereof executed on behalf of such 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 such 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.


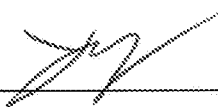
Section 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

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 pages follow]

IN WITNESS WHEREOF, each 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.

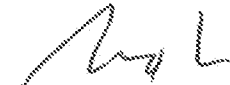

LEARNING CARE GROUP, INC., as Grantor

By:  
Name: Ira L. Young
Title: Secretary



CHILDTIME CHILDCARE, INC., as Grantor

By:  
Name: Name: Ira L. Young
Title: Secretary

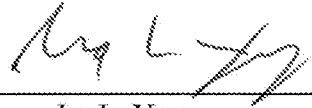
LA PETITE ACADEMY, INC., as Grantor

By:  
Name: Name: Ira L. Young
Title: Secretary

THE CHILDREN'S COURTYARD, INC., as Grantor

By:  
Name: Name: Ira L. Young
Title: Secretary

TUTOR TIME LEARNING CENTERS, LLC, as
Grantor

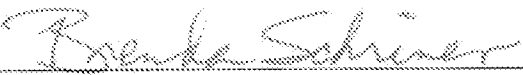
By: 
Name: Ira L. Young
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005023 FRAME: 0466

Accepted and Agreed

BANK OF AMERICA, N.A., as Collateral Agent

By: 

Name:

Title: Brenda Schirmer




Vice President

[Signature Page to Trademark Security Agreement]



TRADEMARK
REEL: 005023 FRAME: 0467


TRADEMARK REGISTRATIONS

U.S. Trademarks 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
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
	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
LA PETITE ACADEMY	US	La Petite Academy, Inc. (DE Corp.)	73/346067 18-JAN-1982	1307458 27-NOV-1984

Trademark	Country/ State	Owner	Appl. No. Filing Date	Reg. No. Reg Date:
	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
	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
	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

Trademark	Country/ State	Owner	Appl. No. Filing Date	Reg. No. Reg Date:
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
	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
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

Trademark	Country/ State	Owner	Appl. No. Filing Date	Reg. No. Reg Date:
 <p data-bbox="289 346 483 394">ACTIVE LEARNING HEALTHY CARE</p>	US	Tutor Time Learning Centers, LLC (MI LLC)	85/553462 27-FEB-2012	4225189 16-OCT- 2012