

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA:</b>		
<b>Name</b>	<b>Formerly</b>	
<b>Execution Date</b>	<b>Entity Type</b>	
Bradford Child Care Services, Inc.	12/13/2013 CORPORATION: PENNSYLVANIA	
<b>RECEIVING PARTY DATA:</b>		
<b>Name:</b>	Phoenix Children's Academy, Inc.	
<b>Street Address:</b>	8767 E. Via de Ventura, Ste. #200	
<b>City:</b>	Scottsdale	
<b>State/Country:</b>	ARIZONA	
<b>Postal Code:</b>	85258	
<b>Entity Type:</b>	CORPORATION: DELAWARE	
<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2909966	APPLE TREE CHILDREN'S CENTER
Registration Number:	2910001	APPLE BLOSSOM
Registration Number:	2959465	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	2148400104	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	2148553109	
<b>Email:</b>	rbradshaw@ccsb.com	
<b>Correspondent Name:</b>	Laura Hebert	
<b>Address Line 1:</b>	901 Main Street, Ste. 5500	
<b>Address Line 4:</b>	Dallas, TEXAS 75202	
<b>NAME OF SUBMITTER:</b>	Laura Hebert	
<b>Signature:</b>	/Laura Hebert/	

OP \$90.00 2909966

Date:

12/16/2013

Total Attachments: 3

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## ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

This **Assignment of Service Marks and Trademarks** is made this 13<sup>th</sup> day of December, 2013, by **Bradford Child Care Services, Inc.**, a Pennsylvania not-for-profit corporation (the "Assignor"), to **Phoenix Children's Academy, Inc.**, a Delaware corporation (the "Assignee").

### Preliminary Statements

- A. Assignor and Assignee are the parties to that certain Asset Purchase Agreement dated as of October 29, 2013 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer, and convey to Buyer, and Buyer has agreed to purchase, accept, and assume, all of Seller's right, title, and interest in and to certain Assets, as that term is defined in the Purchase Agreement.
- B. Included among the Assets being acquired by Assignee are all of Assignor's right, title, and interest in, to, and under those registered trademarks and service marks identified on the attached Exhibit A, and all goodwill associated with such trademarks and service marks (collectively, the "Marks").

### Assignment

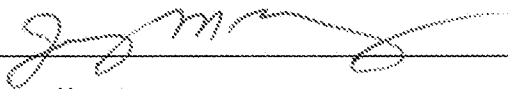
**Now, Therefore,** in consideration of the foregoing premises and the consideration provided for in the Purchase Agreement, Assignor hereby irrevocably assigns to Assignee and its successors and assigns all of Assignor's right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and all registrations and trademark applications therefor, in the United States, its territories and possessions and throughout the world as well as renewals and extensions of the registrations that are or may be secured under the laws of the United States, its territories and possessions and throughout the world, for the use and enjoyment of Assignee and its successors and assigns.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

**[Signatures Appear on Following Page]**


In Witness Whereof, the Assignor has executed this Assignment of Service Marks and Trademarks as of the date first above written.

Assignor:  
Bradford Child Care Services, Inc.

By:   
Name: Jeffrey M. Bucey  
Title: Treasurer

**Exhibit A**

**The Marks**

<b>Mark</b>	<b>Registration Number</b>	<b>Serial Number</b>
APPLE TREE CHILDREN'S CENTER	2909966	76550246
APPLE BLOSSOM	2910001	76554050
	2959465	78311933