

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM339426

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nobel Learning Communities, Inc.		04/27/2015	CORPORATION: DELAWARE
Laurel Springs School		04/27/2015	CORPORATION: CALIFORNIA
Sagemont Global Education, Inc.		04/27/2015	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	NewStar Financial, Inc.
<b>Street Address:</b>	500 Boylston St. STE 1200
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Entity Type:</b>	Administrative Agent: MASSACHUSETTS

## PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	3872690	BETHESDA COUNTRY DAY SCHOOL
Registration Number:	3590863	CAMELBACK DESERT SCHOOL
Registration Number:	2480869	CAMP ZONE
Registration Number:	1977395	CHESTERBROOK ACADEMY
Registration Number:	1977394	CHESTERBROOK ACADEMY CA
Registration Number:	3120496	DESTINATION ADVENTURE
Registration Number:	2353645	DISCOVERY ISLE CHILD DEVELOPMENT CENTER
Registration Number:	3590809	ENCHANTED CARE
Registration Number:	53983	
Registration Number:	3028581	FRED
Registration Number:	3872669	HOUSTON LEARNING ACADEMY
Registration Number:	3860558	LACTOIL
Registration Number:	3501221	123
Registration Number:	3002015	MERRYHILL SCHOOL
Registration Number:	3001574	MERRYHILL SCHOOLS
Registration Number:	3860110	MONTESORI CORNER

OP \$840.00 3872690

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2755801	PALADIN ACADEMY
Registration Number:	3622137	SOUTHERN HIGHLANDS PREPARATORY SCHOOL
Registration Number:	4414416	THE HONOR ROLL SCHOOL
Registration Number:	3524107	THE PERFECT BALANCE OF LEARNING AND PLAY
Registration Number:	3524109	THE RIGHT APPROACH TO MEET TODAY'S HIGH
Registration Number:	1859023	THE ROCKING HORSE CHILD CARE CENTER
Registration Number:	3860632	TOUCHSTONE SCHOOL
Registration Number:	3861112	
Registration Number:	3524102	WATCH YOUR CHILD GROW, FLOURISH AND EXCE
Registration Number:	3918848	BRIGHTON SCHOOL
Registration Number:	4251954	THE RHOADES SCHOOL
Registration Number:	4018986	THE LEARNING SPRINGS
Registration Number:	4015764	LAUREL SPRINGS
Registration Number:	4113389	AURORA
Registration Number:	4110563	AURORA LEARNING
Registration Number:	4271574	THE SAGEMONT SCHOOL
Serial Number:	86393085	123

#### CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Email: ssexton@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 1180 Peachtree Street NE

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	18876.015049
NAME OF SUBMITTER:	Sally Sexton
SIGNATURE:	/sallysexton/
DATE SIGNED:	04/27/2015

#### Total Attachments: 7

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## Trademark Security Agreement

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of April 27, 2015 (this “Security Agreement”), is made by NOBEL LEARNING COMMUNITIES, INC., a Delaware corporation, LAUREL SPRINGS SCHOOL, a California corporation, SAGEMONT GLOBAL EDUCATION, INC., a Delaware corporation (collectively, the “Grantors” and each individually, a “Grantor”), in favor of NEWSTAR FINANCIAL, INC., as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, the Grantors, the other Loan Parties from time to time party thereto, the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of April 27, 2015 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

**WHEREAS**, in connection with the Credit Agreement, the Grantors and certain of other Persons have entered into the Guaranty and Security Agreement, dated as of April 27, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires each Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby agree as follows:

**Section 1**      **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2**      **Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity), by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of its Trademarks referred to on Schedule I hereto.

**Section 3**      **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4**      **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 5**     **Governing Law.**     This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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.

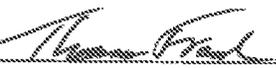
NOBEL LEARNING COMMUNITIES, INC.

By:   
Name: Thomas Frank  
Title: Sr. Vice President and CFO

LAUREL SPRINGS SCHOOL

By:   
Name: Thomas Frank  
Title: CFO and Treasurer

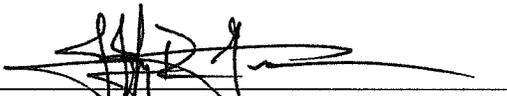
SAGEMONT GLOBAL EDUCATION, INC.

By:   
Name: Thomas Frank  
Title: Vice President and Treasurer

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**NEWSTAR FINANCIAL, INC.,**  
as the Administrative Agent

By:   
Name: Jeffrey R. Greene  
Title: Managing Director

SCHEDULE I

Trademarks

I. REGISTERED TRADEMARKS

Owned by Nobel Learning Communities, Inc.:

<u>Trademark</u>	<u>Type</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>	<u>Status</u>
Bethesda Country Day School	Supplemental	3,872,690	11/9/10	Registered
Camelback Desert School	Supplemental	3,590,863	3/17/09	Registered
CAMP ZONE	Name	2,480,869	8/21/01	Registered
CHESTERBROOK ACADEMY	Name	1,977,395	5/28/96	Registered
CHESTERBROOK ACADEMY CA & DESIGN	Name & Logo	1,977,394	5/28/96	Registered
DESTINATION ADVENTURE	Name	3,120,496	7/25/06	Registered
Discovery Isle Child Development Center & Design	Name & Logo	2,353,645	5/30/00	Registered
ENCHANTED CARE	Name	3,590,809	3/17/09	Registered
Evergreen Academy & Design	WA state	53,983	3/30/10	Registered
FRED	Name	3,028,581	12/13/05	Registered
Houston Learning Academy	Supplemental	3,872,669	11/9/10	Registered
Lake Forest Park Montessori	Supplemental	3,860,558	10/12/10	Registered
Links to Learning Logo	Logo	3,501,221	9/16/08	Registered

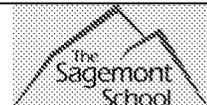
<u>Trademark</u>	<u>Type</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>	<u>Status</u>
MERRYHILL SCHOOL	Name	3,002,015	9/27/05	Registered
MERRYHILL SCHOOLS	Name	3,001,574	9/27/05	Registered
Montessori Corner	Name	3,860,110	10/12/10	Registered
PALADIN ACADEMY	Name	2,755,801	8/26/03	Registered
Southern Highlands Preparatory School	Supplemental	3,622,137	5/19/09	Registered
THE HONOR ROLL SCHOOL	Name	4,414,416	10/8/13	Registered
THE PERFECT BALANCE OF LEARNING AND PLAY	Tagline	3,524,107	10/28/08	Registered
THE RIGHT APPROACH TO MEET TODAY'S HIGH EXPECTATIONS	Tagline	3,524,109	10/28/08	Registered
THE ROCKING HORSE CHILD CARE CENTER & DESIGN	Name & Logo	1,859,023	10/18/94	Registered
Touchstone School	Name	3,860,632	10/12/10	Registered
Tree Logo (Used w/Brighton, Evergreen & Touchstone)	Logo	3,861,112	10/12/10	Registered
WATCH YOUR CHILD GROW, FLOURISH AND EXCEL	Tagline	3,524,102	10/28/08	Registered

<u>Trademark</u>	<u>Type</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>	<u>Status</u>
Brighton School	Name	3,918,848	2/5/11	Registered
The Rhoades School	Name	4,251,954	12/4/12	Registered
Links to Learning (class 16)	Foreign registration	149201	8/23/11	Registered
Links to Learning (class 41)		135928	4/12/11	Registered
1 2 3 & Design	Logo	86/393,085	9/12/14	Applied

**Owned by Laurel Springs School:**

The Learning Springs	Name	4,018,986	8/30/11	Registered
Laurel Springs	Name	4,015,764	8/23/11	Registered
Laurel Springs (class 16)	Foreign registration	10411440	3/21/13	Registered
Laurel Springs (class 41)		10411441	4/21/13	Registered
Aurora	Name	4,113,389	3/20/12	Registered
Aurora Learning	Name	4,110,563	3/13/12	Registered

**Owned by Sagemont Global Education, Inc.:**

US		85/625,321 4,271,574	5/15/2012 1/8/2013	Registered
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II. TRADEMARK APPLICATIONS

None.