TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351908

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KinderCare Learning Centers LLC		08/13/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	TSAJ 1, Att. Ms. Nirmala Durgana, Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010-3629
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1345219	
Registration Number:	2075223	FEED ME FUN
Registration Number:	1224603	KINDERCARE
Registration Number:	1594176	KINDERCARE
Registration Number:	1905371	KINDERCARE
Registration Number:	3925621	KINDERCARE
Registration Number:	3733415	KINDERCARE
Registration Number:	4190583	KINDERCARE
Registration Number:	1142919	KINDERCARE
Registration Number:	1238509	KINDERCARE
Registration Number:	1859542	KINDERCARE
Registration Number:	1270349	KINDEROO
Registration Number:	2786396	KINDUSTRY
Registration Number:	2277813	MULBERRY CHILD CARE & PRESCHOOL
Registration Number:	2272060	MULBERRY CHILD CARE CENTERS, INC.
Registration Number:	1425219	
Registration Number:	2134246	WELCOME TO LEARNING
Registration Number:	1879578	LET'S MOVE, LET'S PLAY
Registration Number:	1580750	KINDERCARE AT WORK

OP $490.00 1345219

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: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Michael Barys/
DATE SIGNED:	08/19/2015

Total Attachments: 8

source=33.1. Second Lien Trademark Security Agreement (KinderCare Learning Centers LLC) [EXECUTED]#page1.tif

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Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

KinderCare Learning Centers LLC

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State:
☒ Other LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address: TSAJ 1, Att. Ms. Nirmala Durgana
Eleven Madison Avenue
City: New York
State: NY
Country: USA Zip: 10010-3629

☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 13, 2015

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Second Lien Security Agreement

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant
Internal Address:
Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street
City: New York
State: NY Zip: 10005
Phone Number: (212) 701-3365
Docket Number:
Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number
Authorized User Name

9. Signature: Elaine Carrera
Signature

August 13, 2015
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of August 13, 2015, is made by the Grantors (as identified below), in favor of Credit Suisse AG, Cayman Islands Branch, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the "**Collateral Agent**").

WHEREAS, KinderCare Learning Centers LLC, a Delaware limited liability company ("**Grantor**"), owns the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a Second Lien Security Agreement dated as of August 13, 2015 (the "**Security Agreement**"), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this "**Agreement**").

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Trademark Collateral**"):

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**");

(ii) all goodwill of such Grantor's business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Reference is made to the Intercreditor Agreement dated as of August 13, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the Borrower, Holdco, the subsidiaries of the Borrower from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as Initial First Priority Representative (as defined therein), Credit Suisse AG, Cayman Islands Branch, as Initial Second Priority Representative (as defined therein), and each additional Representative (as defined therein) from time to time party thereto. Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between any of the provisions of the Intercreditor Agreement, this Agreement, the Security Agreement and the Credit Agreement regarding the priority of the lien and security interest granted to the Collateral Agent and the exercise of any right or remedy by the Collateral Agent, the provisions of the Intercreditor Agreement shall govern.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic

PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

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

KINDERCARE LEARNING CENTERS LLC

By: _____
Name: John T. Wyatt
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as the Collateral Agent

By: _____
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: _____
Name: Gregory Fantoni
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Trademarks	Registration Date	Status	Registration/Serial No.
KinderCare Learning Centers LLC	Kangaroo Logo (Misc Design)	25-Jun-85	Registered	1345219
KinderCare Learning Centers LLC	FEED ME FUN	1-Jul-97	Registered	2075223
KinderCare Learning Centers LLC	KINDERCARE	18-Jan-83	Registered	1224603
KinderCare Learning Centers LLC	KINDERCARE	1-May-90	Registered	1594176
KinderCare Learning Centers LLC	KINDERCARE	18-Jul-95	Registered	1905371
KinderCare Learning Centers LLC	KINDERCARE	1-Mar-11	Registered	3925621
KinderCare Learning Centers LLC	KINDERCARE AND BELL TOWER DESIGN	5-Jan-10	Registered	3733415
KinderCare Learning Centers LLC	KINDERCARE AND BELL TOWER DESIGN (2011)	14-Aug-12	Registered	4190583
KinderCare Learning Centers LLC	KINDERCARE AND DESIGN	9-Dec-80	Registered	1142919
KinderCare Learning Centers LLC	KINDERCARE AND DESIGN	17-May-83	Registered	1238509
KinderCare Learning Centers LLC	KINDERCARE AND DESIGN	25-Oct-94	Registered	1859542

Grantor	Trademarks	Registration Date	Status	Registration/Serial No.
KinderCare Learning Centers LLC	KINDEROO (Stylized)	13-Mar-84	Cancelled	1270349
KinderCare Learning Centers LLC	KINDUSTRY	25-Nov-03	Registered	2786396
KinderCare Learning Centers LLC	MULBERRY CHILD CARE & PRESCHOOL & Design	14-Sep-99	Registered	2277813
KinderCare Learning Centers LLC	MULBERRY CHILD CARE CENTERS, INC. & Design	24-Aug-99	Registered	2272060
KinderCare Learning Centers LLC	School House Logo (Misc Design)	13-Jan-87	Registered	1425219
KinderCare Learning Centers LLC	WELCOME TO LEARNING	3-Feb-98	Registered	2134246
KinderCare Learning Centers LLC	LET'S MOVE, LET'S PLAY	21-Feb-95	Registered‡	1879578
KinderCare Learning Centers LLC	KINDERCARE AT WORK	30-Jan-90	Registered‡	1580750