

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386230

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Child Development Schools, Inc.		05/31/2016	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4018937	STEP UP SCHOLARSHIPS	
Registration Number:	3961294	INTERVIEW CARE	
Serial Number:	87014739	SUNRISE PRESCHOOLS	
Registration Number:	3724124	THE WORKING PARENT'S BEST FRIEND	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Nancy A. Zarazua		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Nancy A. Zarazua		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	06/01/2016		
Total Attachments: 5			
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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Agreement") is made as of May 31, 2016, by Child Development Schools, Inc. ("Grantor"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent and Collateral Agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement as hereinafter defined.

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated May 31, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement). Notwithstanding anything herein to the contrary, this Trademark Agreement shall not operate as a sale, transfer, conveyance or other assignment to Grantee of any applications by Grantor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Grantor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Agreement shall operate only to create a security interest for collateral purposes in favor of Grantee on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Agreement.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that of any conflict between the terms of this Trademark Agreement and the Security Agreement, the terms of the Security Agreement shall control.


This Trademark 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

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

CHILD DEVELOPMENT SCHOOLS, INC.

By: 
Name: Christopher J. Smith
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest - Trademark]

TRADEMARK
REEL: 005803 FRAME: 0650

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark	Country	Owner	Serial No./ Filing Date	Registration No./ Registration Date	Status
STEP UP SCHOLARSHIPS	United States of America	Child Development Schools, Inc.	85/225760 01/25/2011	4,018,937 08/30/2011	Registered
INTERVIEW CARE	United States of America	Child Development Schools, Inc.	85/126833 09/10/2010	3,961,294 05/17/2011	Registered
SUNRISE PRESCHOOLS	United States of America	Child Development Schools, Inc.	87/014739 04/26/2016		Pending
THE WORKING PARENT'S BEST FRIEND	United States of America	Child Development Schools, Inc.	76/697520 05/21/2009	3,724,124 12/15/2009	Registered