

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415306

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		02/07/2017	Aktiengesellschaft (Ag): SWITZERLAND

RECEIVING PARTY DATA

Name:	KinderCare Learning Centers LLC
Street Address:	650 NE Holladay Street, Suite 1400
City:	Portland
State/Country:	OREGON
Postal Code:	97232
Entity Type:	Limited Liability Company: DELAWARE

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

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 8009144240*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.***Phone:** 800-713-0755**Email:** Michael.Violet@wolterskluwer.com**Correspondent Name:** Michael Violet**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	02/08/2017

Total Attachments: 6

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS
(SECOND LIEN)**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of February 7, 2017 (the “Effective Date”), is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as Collateral Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of August 13, 2015, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of August 13, 2015 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

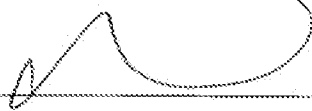
WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 19, 2015 at Reel/Frame 5602/0547;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth on Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

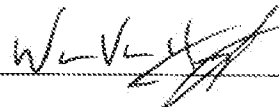
IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, acting in its capacity as Collateral
Agent for the Secured Parties**

By:  _____

Name: Mikhail Faybusovich

Title: Authorized Signatory

By:  _____

Name: Warren Van Heyst

Title: Authorized Signatory

GRANTORS:

KINDERCARE LEARNING CENTERS LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, acting in its capacity as Collateral
Agent for the Lenders**

By: _____

Name:

Title:

GRANTORS:

KINDERCARE LEARNING CENTERS LLC

By: Paul D. Thompson

Name: Paul D. Thompson

Title: Executive Vice President and Chief
Financial Officer

[Signature Page to Trademark IP Release (KinderCare)]

**TRADEMARK
REEL: 005985 FRAME: 0994**

SCHEDULE I

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
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

Grantor	Trademarks	Registration Date	Status	Registration/Serial No.
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	KINDER CARE AT WORK	30-Jan-90	Registered [‡]	1580750

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):

Credit Suisse AG, Cayman Islands Branch

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Aktiengesellschaft
- Association
- Limited Partnership

Citizenship (see guidelines) Switzerland

Additional names of conveying parties attached? Yes No

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

Execution Date(s) February 7, 2017

- Assignment
- Security Agreement
- Other Release of Second Lien Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: KinderCare Learning Centers LLC

Street Address: 650 NE Holladay Street, Suite 1400

City: Portland

State: OR

Country: USA Zip: 97232

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC-DE 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)

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

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

Schedule I _____

Schedule I _____

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

February 7, 2017
Date

Elaine Carrera

Name of Person Signing

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

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