

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440431

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KinderCare Education LLC		08/22/2017	Limited Liability Company: DELAWARE
KinderCare Learning Centers LLC		08/22/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	TSAJ1, Att. Ms. Nirmala Durgana
Internal Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5088176	K KINDERCARE EDUCATION
Serial Number:	87185226	KINDERCARE EDUCATION
Serial Number:	87185204	KINDERCARE EDUCATION
Serial Number:	86715998	ADVENTURE AHEAD!
Registration Number:	4853055	MUSIC ADVENTURES
Registration Number:	5063690	PLAYING & LEARNING WITH MOMMY

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: 614-280-3562

Email: ted.mulligan@wolterskluwer.com

Correspondent Name: Ted Mulligan

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

OP \$165.00 5088176

NAME OF SUBMITTER:	Ted Mulligan
SIGNATURE:	/ted mulligan/
DATE SIGNED:	08/23/2017
Total Attachments: 6 source=19. KinderCare - First Lien Trademark Security Agreement EXECUTED#page1.tif source=19. KinderCare - First Lien Trademark Security Agreement EXECUTED#page2.tif source=19. KinderCare - First Lien Trademark Security Agreement EXECUTED#page3.tif source=19. KinderCare - First Lien Trademark Security Agreement EXECUTED#page4.tif source=19. KinderCare - First Lien Trademark Security Agreement EXECUTED#page5.tif source=19. KinderCare - First Lien Trademark Security Agreement EXECUTED#page6.tif	

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):

1. KinderCare Education LLC
2. KinderCare Learning Centers LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other 1. LLC-DE; 2. LLC-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) August 22, 2017

- Assignment
- Security Agreement
- Other First Lien Security Agreement
- Merger
- Change of Name

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: TSAJ1, Att. Ms. Nirmala Durgana
Eleven Madison Avenue

City: New York

State: NY

Country: USA Zip: 10010

- 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)

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:

6

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 23, 2017
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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 22, 2017, 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 Education LLC, a Delaware limited liability company and KinderCare Learning Centers LLC, a Delaware limited liability company (“**Grantors**”), own the Trademark Collateral (as defined below); and

WHEREAS, the Grantors are party to a First Lien Security Agreement dated as of August 13, 2015 (the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors 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 Grantors to the Collateral Agent pursuant to the Security Agreement, Grantors hereby grant to the Collateral Agent a security interest in all of Grantors’ rights, title and interests 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 each 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 each Grantors’ 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.

The Grantors 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.

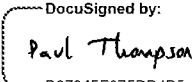
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE 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.

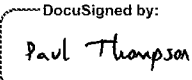
[The remainder of this page is intentionally left blank.]

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 EDUCATION LLC

By: 
Name: Paul D. Thompson
Title: Executive Vice President and Chief
Financial Officer

KINDERCARE LEARNING CENTERS LLC

By: 
Name: Paul D. Thompson
Title: Executive Vice President and Chief
Financial Officer

Accepted and Agreed:

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

By: 

Name: MIKHAIL FAYBUSOVICH
Title: AUTHORIZED SIGNATORY

By: 

Name: Nicholas Goss
Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks

US Trademarks:

Registered Owner	Trademark Description	Registration / Appl. Date	Registration / Appl. Number
KinderCare Learning Centers LLC	K KINDERCARE EDUCATION	22-Nov-16	5088176
KinderCare Learning Centers LLC	K KINDERCARE EDUCATION	27-Sept-16	87-185226
KinderCare Learning Centers LLC	KINDERCARE EDUCATION	27-Sept-16	87-185204
KinderCare Education LLC	ADVENTURE AHEAD!	5-Aug-15	86715998 Pending ITU
KinderCare Education LLC	MUSIC ADVENTURES	17-Nov-15	4853055
KinderCare Education LLC	PLAYING & LEARNING WITH MOMMY	18-Oct-16	5063690