

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483911

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nobel Learning Communities, Inc.		07/30/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Macquarie Capital Funding LLC
Street Address:	125 West 55th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3861112	
Registration Number:	4742776	123
Registration Number:	3872690	BETHESDA COUNTRY DAY SCHOOL
Registration Number:	3918848	BRIGHTON 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:	5222978	DISCOVERY ISLE
Registration Number:	2353645	DISCOVERY ISLE CHILD DEVELOPMENT CENTER
Registration Number:	3590809	ENCHANTED CARE
Registration Number:	3028581	FRED
Registration Number:	5451560	HERITAGE OAK HERITAGE OAK PRIVATE EDUCAT
Registration Number:	3860588	LAKE FOREST PARK MONTESSORI
Registration Number:	5128411	LINKS 2 HOME
Registration Number:	3001574	MERRYHILL SCHOOLS
Registration Number:	3002015	MERRYHILL SCHOOL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3860110	MONTESSORI CORNER
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:	1859023	THE ROCKING HORSE CHILD CARE CENTER
Registration Number:	4251954	THE RHOADES SCHOOL
Registration Number:	3860632	TOUCHSTONE SCHOOL
Registration Number:	3524102	WATCH YOUR CHILD GROW, FLOURISH AND EXCE
Registration Number:	4292348	XPLOR
Registration Number:	4292353	XPLOR
Registration Number:	4292355	THE WHOLE CHILDHOOD JOURNEY

CORRESPONDENCE DATA

Fax Number: 2134522329

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1134682-0044-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 07/30/2018

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2018 (this “Agreement”), among Nobel Learning Communities, Inc. (the “Grantor”) and Macquarie Capital Funding LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement, dated as of July 30, 2018 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PV MAGNA INC., a Delaware corporation (“Holdings”), SSH GROUP HOLDINGS, INC., a Delaware corporation (the “Borrower”), the other GRANTORS from time to time party thereto and MACQUARIE CAPITAL FUNDING LLC, as the administrative agent, and (b) the Collateral Agreement, dated as of July 30, 2018 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto, the goodwill of the businesses with which the Trademarks are associated, all Proceeds and products of the foregoing, and all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing

in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**NOBEL LEARNING COMMUNITIES,
INC., as Grantor**

By 
Name: Thomas Frank
Title: Senior Vice President and Chief
Financial Officer

[Signature Page to Second Lien Trademark Security Agreement (Nobel Learning Communities, Inc.)]

**TRADEMARK
REEL: 006396 FRAME: 0448**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**NOBEL LEARNING COMMUNITIES,
INC., as Grantor**

By _____
Name: _____
Title: _____

**MACQUARIE CAPITAL FUNDING LLC,
as Collateral Agent**

By *Lisa Grushkin*
Name: Lisa Grushkin
Title: Authorized Signatory

By *J. Andrew Underwood*
Name: J. Andrew Underwood
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

Schedule I

MARK	RECORD OWNER	REGISTRATION NO.
(Design Only)	Nobel Learning Communities, Inc.	3861112
123	Nobel Learning Communities, Inc.	4742776
BETHESDA COUNTRY DAY SCHOOL	Nobel Learning Communities, Inc.	3872690
BRIGHTON SCHOOL	Nobel Learning Communities, Inc.	3918848
CAMELBACK DESERT SCHOOLS	Nobel Learning Communities, Inc.	3590863
CAMP ZONE	Nobel Learning Communities, Inc.	2480869
CHESTERBROOK ACADEMY	Nobel Learning Communities, Inc.	1977395
CHESTERBROOK ACADEMY CA	Nobel Learning Communities, Inc.	1977394
DESTINATION ADVENTURE	Nobel Learning Communities, Inc.	3120496
DISCOVERY ISLE	Nobel Learning Communities, Inc.	5222978
DISCOVERY ISLE CHILD DEVELOPMENT CENTER	Nobel Learning Communities, Inc.	2353645
ENCHANTED CARE	Nobel Learning Communities, Inc.	3590809
EVERGREEN ACADEMY and Design	Nobel Learning Communities, Inc.	WA 53893
FRED	Nobel Learning Communities, Inc.	3028581
HERITAGE OAK HERITAGE OAK PRIVATE EDUCATION YORBA LINDA HOPE	Nobel Learning Communities, Inc.	5451560
LAKE FOREST PARK MONTESSORI	Nobel Learning Communities, Inc.	3860588
LINKS 2 HOME	Nobel Learning Communities, Inc.	5128411
MERRYHILL SCHOOLS	Nobel Learning Communities, Inc.	3001574
MERRYHILL SCHOOL	Nobel Learning Communities, Inc.	3002015
MONTESSORI CORNER	Nobel Learning Communities, Inc.	3860110
PALADIN ACADEMY	Nobel Learning Communities, Inc.	2755801
SOUTHERN HIGHLANDS PREPARATORY SCHOOL	Nobel Learning Communities, Inc.	3622137
THE HONOR ROLL SCHOOL	Nobel Learning Communities, Inc.	4414416
THE PERFECT BALANCE OF LEARNING AND PLAY.	Nobel Learning Communities, Inc.	3524107
THE ROCKING HORSE CHILD CARE CENTER	Nobel Learning Communities, Inc.	1859023

MARK	RECORD OWNER	REGISTRATION NO.
THE RHOADES SCHOOL	Nobel Learning Communities, Inc.	4251954
TOUCHSTONE SCHOOL	Nobel Learning Communities, Inc.	3860632
WATCH YOUR CHILD GROW, FLOURISH AND EXCEL	Nobel Learning Communities, Inc.	3524102
XPLOR	Nobel Learning Communities, Inc.	4292348
XPLOR	Nobel Learning Communities, Inc.	4292353
THE WHOLE CHILDHOOD JOURNEY	Nobel Learning Communities, Inc.	4292355
ENCHANTED CARE LEARNING CENTER	Nobel Learning Communities, Inc.	Ohio 1831724