TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524599

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LEARNING CARE GROUP (US) NO. 2 INC.		05/14/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC., AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT
Street Address:	1585 Broadway
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	5586316	MY BEST SUMMER
Registration Number:	5615318	CAMP INNOVATE
Registration Number:	5615336	CAMP CREATIVE IMAGINE DISCOVER EXPLORE A
Registration Number:	5586215	CAMP EVERBROOK WONDER. INVESTIGATE. SEEK
Registration Number:	5615356	CAMP SUMMER TO DISCOVER
Registration Number:	5615360	CAMP CURIOSITY
Registration Number:	5634546	AWARE, CARE, & SHARE
Registration Number:	5210916	YOUNG ACHIEVERS
Registration Number:	5376072	EARLY INNOVATORS
Registration Number:	5229132	EVERBROOK ACADEMY
Registration Number:	5088240	EVERBROOK ACADEMY
Registration Number:	4982880	LEARN AS WE GROW
Registration Number:	4692549	FOCUS ON LITERACY!
Registration Number:	4692550	LEARN FROM THE START
Registration Number:	4692109	ICARE
Registration Number:	4699227	SCHOOL READINESS PATHWAY
Registration Number:	4742058	GROW FIT
Registration Number:	4742061	GROW FIT

OP $1090.00 5586316

Property Type	Number	Word Mark
Registration Number:	4461826	MONTESSORI UNLIMITED
Registration Number:	4535578	CREATIVE KIDS LEARNING CENTER
Registration Number:	4535579	CREATIVE KIDS LEARNING CENTER
Registration Number:	4367066	THE CHILDREN'S COURTYARD
Registration Number:	3940574	KIDS OF CHARACTER
Registration Number:	3239078	BODYSMART
Registration Number:	3148759	SELFSMART
Registration Number:	3148745	NATURESMART
Registration Number:	3148739	RHYTHMSMART
Registration Number:	3334558	PEOPLESMART
Registration Number:	3148725	NUMBERSMART
Registration Number:	3148713	DESIGNSMART
Registration Number:	3113575	LEARNING CARE GROUP
Registration Number:	3212072	LEARNING CARE GROUP
Registration Number:	2631040	MONTESSORI UNLIMITED
Registration Number:	2673903	TUTOR TIME CENTER FOR ACADEMIC ENRICHMEN
Registration Number:	2500116	TUTOR TIME
Registration Number:	2490562	TUTOR TOWNE
Registration Number:	2512152	LA PETITE ACADEMY
Registration Number:	2308180	"POOKIE"
Registration Number:	1844815	TUTOR TIME
Registration Number:	1717005	LA PETITE JOURNEY
Registration Number:	1806522	CHILDTIME
Registration Number:	1621658	A GOOD BEGINNING THAT LASTS A LIFETIME
Registration Number:	1307458	LA PETITE ACADEMY

CORRESPONDENCE DATA

Fax Number: 7147558290

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: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	042742-0107
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/kja/
DATE SIGNED:	05/22/2019

Total Attachments: 13

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated May 14, 2019, is made by the Person listed on the signature pages hereof (the "Grantor") in favor of Morgan Stanley Senior Funding, Inc., as administrative agent and collateral agent for the banks and other financial institutions (collectively, the "Lenders") party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent"), for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below). Except as otherwise provided herein, capitalized terms used herein without definition shall have the meanings given to them in the Credit Agreement referred to below.

WHEREAS, reference is made to the Second Lien Credit Agreement, dated as of March 13, 2018 (as amended, modified or supplemented from time to time, the "Credit Agreement"), among Learning Care Group (US) Inc., Learning Care Group (US) No. 2 Inc. ("LCG2"), and the subsidiaries of LCG2 parties thereto, the Lenders and Agents from time to time parties thereto, and the Administrative Agent, which provides for the availability of certain credit facilities to the Borrowers upon the terms and subject to the conditions set forth therein.

WHEREAS, as a condition to the extension of credit to the Borrowers under the Second Lien Credit Agreement, the Grantor has executed and delivered that certain Second Lien Pledge and Security Agreement dated March 13, 2018 made by the Grantor and the other grantors party thereto to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has pledged, assigned, delivered and granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a Lien upon and security interest in, among other property, certain intellectual property of the Grantor, in each case whether now owned or existing or hereafter acquired or arising, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and any other governmental authorities, as applicable.

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

SECTION 1. Grant of Security. The Grantor hereby pledges, assigns, mortgages, delivers and grants to the Administrative Agent for the ratable benefit of the Secured Parties a Lien upon and security interest in all of the Grantor's right, title and interest in and to the following property and assets of the Grantor, in each case whether now owned or existing or hereafter acquired or arising (the "Collateral"):

(a) all domestic, foreign and multinational patents, including, without limitation, (i) all recordings and registrations thereof and applications therefor, including, without limitation, the patents and patent applications set forth in Schedule A hereto and, without limitation, the inventions described therein and improvements thereto;

(b) all domestic, foreign and multinational trademarks, including, without limitation, (i) all trademarks, service marks, trade names, corporate and company names, business names, internet domain names, logos, trade dress, trade styles, other source or business identifiers, designs and general intangibles of a similar nature, (ii) all recordings and registrations thereof and applications therefor, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law), (iii) all renewals and extensions thereof, (iv) all goodwill associated therewith or symbolized thereby;

(c) all domestic, foreign and multinational copyrights, including, without limitation, (i) all copyright registrations and applications for copyright registration, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (ii) all recordings, supplemental registrations and derivative or collective work registrations, (iv) all renewals and extensions thereof;

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(e) the right to sue or otherwise to recover for any past, present and future infringement, or dilution or other violation with respect to any of the foregoing;

(f) all Proceeds (as defined in the Security Agreement) of any of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(g) all other rights of any kind accruing under any of the foregoing or pertaining thereto throughout the world.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the full and prompt payment, at any time and from time to time as and when due (whether at the stated maturity, by acceleration or otherwise), of all Secured Obligations (as defined in the Security Agreement) of the Grantor. Upon any sale or other disposition by the Grantor of any Collateral in a transaction permitted under the Credit Agreement or any other applicable Credit Document, the Lien and security interest created by this IP Security Agreement in and upon such Collateral shall be automatically released, and upon the satisfaction of all of the Termination Requirements, this IP Security Agreement and the Lien and security interest created hereby shall automatically terminate.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS THEREOF.

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

LEARNING CARE GROUP (US) NO. 2 INC.

By _____
Name: Daniel S. Follis
Title: Executive Vice President and Corporate Secretary

Address for Notices:
Learning Care Group (US) No. 2 Inc.
21333 Haggerty Road, Suite 100
Novi, Michigan 48375
Attention: Doug Baker and Dan Follis
Fax:. (248) 697-9002

[Signature Page – Second Lien Intellectual Property Security Agreement]

Schedule A

None.

Schedule B

Registrations:

	Trademark:	Country/ State:	Owner:	Appl. No./Filing Date:	Reg. No./ Reg Date:	Status:
1.	MY BEST SUMMER	US	LEARNING CARE GROUP (US) NO. 2 INC.	87907571 5/4/2018	5586316 10/16/2018	Active
2.	CAMP INNOVATE	US	LEARNING CARE GROUP (US) NO. 2 INC.	87849809 3/26/2018	5615318 11/27/2018	Active
3.	CAMP CREATIVE IMAGINE DISCOVER EXPLORE AMAZE	US	LEARNING CARE GROUP (US) NO. 2 INC.	87850016 3/26/2018	5615336 11/27/2018	Active
4.	CAMP EVERBROOK WONDER. INVESTIGATE. SEEK. EXPLORE.	US	LEARNING CARE GROUP (US) NO. 2 INC.	87850121 3/26/2018	5586215 10/16/2018	Active
5.	CAMP SUMMER TO DISCOVER	US	LEARNING CARE GROUP (US) NO. 2 INC.	87850284 3/26/2018	5615356 11/27/2018	Active

	Trademark:	Country/ State:	Owner:	Appl. No./Filing Date:	Reg. No./ Reg Date:	Status:
6.	CAMP CURIOSITY	US	LEARNING CARE GROUP (US) NO. 2 INC.	87850390 3/26/2018	5615360 11/27/2018	Active
7.	AWARE, CARE, & SHARE AWARE, CARE, & SHARE	US	LEARNING CARE GROUP (US) NO. 2 INC.	87802557 2/19/2018	5634546 12/18/2018	Active
8.	YOUNG ACHIEVERS YOUNG ACHIEVERS	US	LEARNING CARE GROUP (US) NO. 2 INC.	87096243 7/7/2016	5210916 5/23/2017	Active
9.	EARLY INNOVATORS EARLY INNOVATORS	US	LEARNING CARE GROUP (US) NO. 2 INC.	87022483 5/3/2016	5376072 1/9/2018	Active
10.	EVERBROOK ACADEMY	US	LEARNING CARE GROUP (US) NO. 2 INC.	86957592 3/30/2016	5229132 6/20/2017	Active
11.	EVERBROOK ACADEMY EVERBROOK ACADEMY	US	LEARNING CARE GROUP (US) NO. 2 INC.	86839951 12/4/2015	5088240 11/22/2016	Active
12.	LEARN AS WE GROW LEARN AS WE GROW	US	LEARNING CARE GROUP (US) NO. 2 INC.	86802257 10/28/2015	4982880 6/21/2016	Active

	Trademark:	Country/ State:	Owner:	Appl. No./Filing Date:	Reg. No./ Reg Date:	Status:
13.	FOCUS ON LITERACY! Focus on Literacy!	US	LEARNING CARE GROUP (US) NO. 2 INC.	86361666 8/8/2014	4692549 2/24/2015	Active
14.	LEARN FROM THE START Learn from the Start	US	LEARNING CARE GROUP (US) NO. 2 INC.	86361732 8/8/2014	4692550 2/24/2015	Active
15.	ICARE iCare	US	LEARNING CARE GROUP (US) NO. 2 INC.	86338566 7/16/2014	4692109 2/24/2015	Active
16.	SCHOOL READINESS PATHWAY SCHOOL READINESS PATHWAY	US	LEARNING CARE GROUP (US) NO. 2 INC.	86338693 7/16/2014	4699227 3/10/2015	Active
17.	GROW FIT GROW FIT	US	LEARNING CARE GROUP (US) NO. 2 INC.	86249834 4/11/2014	4742058 5/26/2015	Active
18.	GROW FIT GROW FIT	US	LEARNING CARE GROUP (US) NO. 2 INC.	86249946 4/11/2014	4742061 5/26/2015	Active
19.	MONTESSORI UNLIMITED MONTESSORI UNLIMITED	US	LEARNING CARE GROUP (US) NO. 2 INC.	85930348 5/13/2013	4461826 1/7/2014	Active

	Trademark:	Country/ State:	Owner:	Appl. No./Filing Date:	Reg. No./ Reg Date:	Status:
20.	CREATIVE KIDS LEARNING CENTER	US	LEARNING CARE GROUP (US) NO. 2 INC.	85716494 8/29/2012	4535578 5/27/2014	Active
21.	CREATIVE KIDS LEARNING CENTER	US	LEARNING CARE GROUP (US) NO. 2 INC.	85716551 8/29/2012	4535579 5/27/2014	Active
22.	THE CHILDREN'S COURTYARD	US	LEARNING CARE GROUP (US) NO. 2 INC.	85668172 7/3/2012	4367066 7/16/2013	Active
23.	KIDS OF CHARACTER	US	LEARNING CARE GROUP (US) NO. 2 INC.	85098984 8/3/2010	3940574 4/5/2011	Active
24.	BODYSMART	US	LEARNING CARE GROUP (US) NO. 2 INC.	78752552 11/11/2005	3239078 5/8/2007	Active
25.	SELFSMART	US	LEARNING CARE GROUP (US) NO. 2 INC.	78752554 11/11/2005	3148759 9/26/2006	Active
26.	NATURESMART	US	LEARNING CARE GROUP (US) NO. 2 INC.	78750552 11/9/2005	3148745 9/26/2006	Active

	Trademark:	Country/ State:	Owner:	Appl. No./Filing Date:	Reg. No./ Reg Date:	Status:
27.	RHYTHMSMART RHYTHMSMART	US	LEARNING CARE GROUP (US) NO. 2 INC.	78749813 11/8/2005	3148739 9/26/2006	Active
28.	PEOPLESMART PEOPLESMART	US	LEARNING CARE GROUP (US) NO. 2 INC.	78748199 11/7/2005	3334558 11/13/2007	Active
29.	NUMBERSMART NUMBERSMART	US	LEARNING CARE GROUP (US) NO. 2 INC.	78748740 11/7/2005	3148725 9/26/2006	Active
30.	DESIGNSMART DESIGNSMART	US	LEARNING CARE GROUP (US) NO. 2 INC.	78747798 11/4/2005	3148713 9/26/2006	Active
31.	LEARNING CARE GROUP LEARNING CARE GROUP	US	LEARNING CARE GROUP (US) NO. 2 INC.	76643898 7/29/2005	3113575 7/11/2006	Active
32.	LEARNING CARE GROUP Learning Care group	US	LEARNING CARE GROUP (US) NO. 2 INC.	76643899 7/29/2005	3212072 2/27/2007	Active
33.	MONTESSORI UNLIMITED montessori unlimited	US	LEARNING CARE GROUP (US) NO. 2 INC.	76282278 7/7/2001	2631040 10/8/2002	Active
34.	TUTOR TIME CENTER FOR ACADEMIC ENRICHMENT	US	LEARNING CARE GROUP (US) NO. 2 INC.	76174446 12/1/2000	2673903 1/14/2003	Active

	Trademark:	Country/ State:	Owner:	Appl. No./Filing Date:	Reg. No./ Reg Date:	Status:
35.	TUTOR TIME	US	LEARNING CARE GROUP (US) NO. 2 INC.	76112799 8/21/2000	2500116 10/23/2001	Active
36.	TUTOR TOWNE	US	LEARNING CARE GROUP (US) NO. 2 INC.	76113012 8/21/2000	2490562 9/18/2001	Active
37.	LA PETITE ACADEMY La Petite ACADEMY	US	LEARNING CARE GROUP (US) NO. 2 INC.	76084042 7/6/2000	2512152 11/27/2001	Active
38.	"POOKIE"	US	LEARNING CARE GROUP (US) NO. 2 INC.	75208475 12/5/1996	2308180 1/18/2000	Active
39.	TUTOR TIME TUTOR TIME	US	LEARNING CARE GROUP (US) NO. 2 INC.	74427573 8/23/1993	1844815 7/12/1994	Active
40.	LA PETITE JOURNEY	US	LEARNING CARE GROUP (US) NO. 2 INC.	74143140 2/28/1991	1717005 9/15/1992	Active
41.	CHILDTIME	US	LEARNING CARE GROUP (US) NO. 2 INC.	74134685 1/30/1991	1806522 11/23/1993	Active

	Trademark:	Country/ State:	Owner:	Appl. No./Filing Date:	Reg. No./ Reg Date:	Status:
42.	A GOOD BEGINNING THAT LASTS A LIFETIME A Good Beginning That Lasts A Lifetime	US	LEARNING CARE GROUP (US) NO. 2 INC.	74000832 11/16/1989	1621658 11/6/1990	Active
43.	LA PETITE ACADEMY	US	LEARNING CARE GROUP (US) NO. 2 INC.	73346067 1/18/1982	1307458 11/27/1984	Active

Applications:

	Trademark:	Country/ State:	Owner:	Appl. No./Filing Date:	Reg. No./ Reg Date:	Status:
1.	THE CHILDREN'S COURTYARD	US	Learning Care Group (US) No. 2, Inc.	88167931 10/24/2018	N/A	Pending
2.	FORWARD THINKING FORWARD THINKING	US	Learning Care Group (US) No. 2, Inc.	88167962 10/24/2018	N/A	Pending
3.	CAMP ONE-OF-A-KIND 	US	Learning Care Group (US) No. 2, Inc.	88127238 9/21/2018	N/A	Pending

Schedule C

None.