

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538490

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	7

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Primrose Funding, LLC		08/21/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Primrose School Franchising II SPE, LLC
Street Address:	3200 Windy Hill Road SE
Internal Address:	Suite 1200E
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	4554596	360 PARENTING
Registration Number:	3607358	ACTIVE MINDS, HEALTHY BODIES, AND HAPPYH
Registration Number:	2860596	BALANCED CHILD
Registration Number:	2700987	BALANCED LEARNING
Registration Number:	3860734	BENJAMIN
Registration Number:	3792152	BILLY
Registration Number:	3742040	ERWIN
Registration Number:	5271633	HAPPY HEARTS CHARACTER DEVELOPMENT PROGR
Registration Number:	4859311	HELPING HANDS
Registration Number:	4554661	JUST ASK A MOM OR DAD
Registration Number:	3875432	KATIE
Registration Number:	3760425	MEGY
Registration Number:	3860466	OG
Registration Number:	3792153	PERCY
Registration Number:	4859309	POSIES & POLLYWOGS
Registration Number:	1937949	PRIMROSE
Registration Number:	3801888	PRIMROSE CHILDREN'S FOUNDATION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5297318	PRIMROSE EARLY ART MASTERS
Registration Number:	4554662	PRIMROSE EXPERIENCE
Registration Number:	5503570	PRIMROSE FRIENDS PHONICS PROGRAM
Registration Number:	5597311	PRIMROSE ON PREMISE
Registration Number:	3749644	PRIMROSE SCHOOLS
Registration Number:	1844809	PRIMROSE SCHOOLS
Registration Number:	5554689	PRIMROSE SCHOOLS ADOPT-A-GRANDPARENT
Registration Number:	5524951	PRIMROSE SCHOOLS MUCHO MUNDO
Registration Number:	5524952	PRIMROSE SCHOOLS MUD PIES
Registration Number:	5524953	PRIMROSE SCHOOLS NOGGIN' JOGGIN'
Registration Number:	5554693	PRIMROSE SCHOOLS RHYTHM & NOTES
Registration Number:	5524954	PRIMROSE SCHOOLS THUMBS UP!
Registration Number:	2166814	STANDARD OF EXCELLENCE ACCREDITATION
Registration Number:	4721813	THE LEADER IN EARLY EDUCATION AND CARE
Registration Number:	3258023	THE LEADER IN EDUCATIONAL CHILD CARE
Registration Number:	4518558	WELL ROUNDED, WELL GROUNDED
Registration Number:	3650526	WITH THE RIGHT FOUNDATION, ANYTHING IS P

CORRESPONDENCE DATA

Fax Number:

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: mpotts@paulweiss.com, aspoto@paulweiss.com, lfranco@paulweiss.com

Correspondent Name: Marissa A. Potts

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	17514-073
NAME OF SUBMITTER:	Marissa Potts
SIGNATURE:	/Marissa Potts/
DATE SIGNED:	08/28/2019

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Trademark Assignment") is made and entered into as of August 21, 2019, by and between Primrose Funding, LLC, a Delaware limited liability company located at 3200 Windy Hill Road SE, Suite 1200E, Atlanta, GA 30339, ("Assignor"), and Primrose School Franchising II SPE, LLC, a Delaware limited liability company located at 3200 Windy Hill Road SE, Suite 1200E, Atlanta, GA 30339 ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to the Third-Tier Contribution Agreement between the Parties of even date herewith (the "Agreement"), Assignor has assigned all right, title and interest in and to the Contributed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the "Trademarks"), and all goodwill connected with the use of or symbolized thereby; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Contributed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office (the "USPTO"); and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), as a capital contribution to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks, including to all products and proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to, on or after the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character with respect to the Trademarks, to have and to hold the same unto the Assignee and its successors and assigns forever, as of the Closing Date.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the USPTO pursuant to 15 USC Section 1051(b) prior to the filing and acceptance of a statement of use or amendment to allege use

pursuant to 15 USC Section 1051(c) or (d), unless and until such time that the contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Contributed IP.

THIS TRADEMARK ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

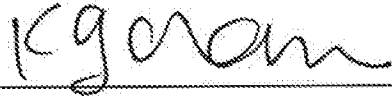
This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

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IN WITNESS WHEREOF, the undersigned has caused this TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

ASSIGNOR

PRIMROSE FUNDING, LLC

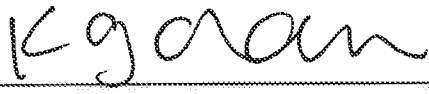
By: 

Name: Kristin Goran

Title: General Counsel and Secretary

ASSIGNEE

PRIMROSE SCHOOL FRANCHISING II
SPE, LLC

By: 

Name: Kristin Goran


Title: General Counsel and Secretary


[Signature Page to Trademark Assignment (Third-Tier)]

**Schedule 1
Trademarks**

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
360 PARENTING 360 PARENTING	United States	85936994 20-MAY-2013	4554596 24-JUN-2014	Registered
ACTIVE MINDS, HEALTHY BODIES, AND HAPPY HEARTS <small>ACTIVE MINDS, HEALTHY BODIES, AND HAPPY HEARTS</small>	United States	77450831 17-APR-2008	3607358 14-APR-2009	Registered
BALANCED CHILD	United States	76176424 06-DEC-2000	2860596 06-JUL-2004	Registered
BALANCED LEARNING	United States	76131989 20-SEP-2000	2700987 25-MAR-2003	Registered
BENJAMIN BENJAMIN	United States	77964946 22-MAR-2010	3860734 12-OCT-2010	Registered
BILLY BILLY	United States	77714496 15-APR-2009	3792152 25-MAY-2010	Registered
ERWIN ERWIN	United States	77742237 21-MAY-2009	3742040 26-JAN-2010	Registered
HAPPY HEARTS CHARACTER DEVELOPMENT PROGRAM <small>HAPPY HEARTS CHARACTER DEVELOPMENT PROGRAM</small>	United States	86593717 10-APR-2015	5271633 22-AUG-2017	Registered
HELPING HANDS HELPING HANDS	United States	86604615 21-APR-2015	4859311 24-NOV-2015	Registered
JUST ASK A MOM OR DAD <small>JUST ASK A MOM OR DAD</small>	United States	85955516 10-JUN-2013	4554661 24-JUN-2014	Registered

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
KATIE KATIE	United States	77742765 22-MAY-2009	3875432 16-NOV-2010	Registered
MEGY MEGY	United States	77769139 26-JUN-2009	3760425 16-MAR-2010	Registered
OG Og	United States	77951303 05-MAR-2010	3860466 12-OCT-2010	Registered
PERCY PERCY	United States	77714514 15-APR-2009	3792153 25-MAY-2010	Registered
POSIES & POLLYWOGS POSIES & POLLYWOGS	United States	86604597 21-APR-2015	4859309 24-NOV-2015	Registered
PRIMROSE	United States	74523176 04-MAY-1994	1937949 28-NOV-1995	Registered
PRIMROSE CHILDREN'S FOUNDATION PRIMROSE CHILDREN'S FOUNDATION	United States	77712546 13-APR-2009	3801888 15-JUN-2010	Registered
PRIMROSE EARLY ART MASTERS PRIMROSE EARLY ART MASTERS	United States	86945046 18-MAR-2016	5297318 26-SEP-2017	Registered
PRIMROSE EXPERIENCE PRIMROSE EXPERIENCE	United States	85955584 10-JUN-2013	4554662 24-JUN-2014	Registered
PRIMROSE FRIENDS PHONICS PROGRAM PRIMROSE FRIENDS PHONICS PROGRAM	United States	86941971 16-MAR-2016	5503570 26-JUN-2018	Registered

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
PRIMROSE ON PREMISE PRIMROSE ON PREMISE	United States	87695177 22-NOV-2017	5597311 30-OCT-2018	Registered
PRIMROSE SCHOOLS PRIMROSE SCHOOLS	United States	77779427 13-JUL-2009	3749644 16-FEB-2010	Registered
PRIMROSE SCHOOLS 	United States	74420025 03-AUG-1993	1844809 12-JUL-1994	Registered
PRIMROSE SCHOOLS ADOPT-A- GRANDPARENT PRIMROSE SCHOOLS ADOPT-A-GRANDPARENT	United States	87767985 24-JAN-2018	5554689 04-SEP-2018	Registered
PRIMROSE SCHOOLS MUCHO MUNDO PRIMROSE SCHOOLS MUCHO MUNDO	United States	87768008 24-JAN-2018	5524951 24-JUL-2018	Registered
PRIMROSE SCHOOLS MUD PIES PRIMROSE SCHOOLS MUD PIES	United States	87768014 24-JAN-2018	5524952 24-JUL-2018	Registered
PRIMROSE SCHOOLS NOGGIN' JOGGIN' PRIMROSE SCHOOLS NOGGIN' JOGGIN'	United States	87768121 24-JAN-2018	5524953 24-JUL-2018	Registered
PRIMROSE SCHOOLS RHYTHM & NOTES PRIMROSE SCHOOLS RHYTHM & NOTES	United States	87768115 24-JAN-2018	5554693 04-SEP-2018	Registered
PRIMROSE SCHOOLS THUMBS UP! PRIMROSE SCHOOLS THUMBS UP!	United States	87768135 24-JAN-2018	5524954 24-JUL-2018	Registered

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
STANDARD OF EXCELLENCE ACCREDITATION 	United States	75110379 28-MAY-1996	2166814 23-JUN-1998	Registered
THE LEADER IN EARLY EDUCATION AND CARE The Leader In Early Education and Care	United States	86294979 29-MAY-2014	4721813 14-APR-2015	Registered
THE LEADER IN EDUCATIONAL CHILD CARE <small>THE LEADER IN EDUCATIONAL CHILD CARE</small>	United States	78816648 16-FEB-2006	3258023 03-JUL-2007	Registered
WELL ROUNDED, WELL GROUNDED Well Rounded, Well Grounded	United States	85725108 10-SEP-2012	4518558 22-APR-2014	Registered
WITH THE RIGHT FOUNDATION, ANYTHING IS POSSIBLE <small>WITH THE RIGHT FOUNDATION, ANYTHING IS POSSIBLE</small>	United States	77634034 16-DEC-2008	3650526 07-JUL-2009	Registered