

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM538495

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	11

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PRIMROSE SCHOOL FRANCHISING SPE, LLC		08/21/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	CITIBANK, N.A.
<b>Street Address:</b>	388 Greenwich Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## 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
Registration Number:	5297318	PRIMROSE EARLY ART MASTERS

TRADEMARK

Property Type	Number	Word Mark
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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**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice") is made and entered into as of August 21, 2019, by PRIMROSE SCHOOL FRANCHISING SPE, LLC, a Delaware limited liability company located at 3200 Windy Hill Road SE, Suite 1200E Atlanta, GA 30339 ("Grantor"), in favor of CITIBANK, N.A., a national banking association ("Citibank"), as trustee located at 388 Greenwich Street, New York, New York 10013 ("Trustee").

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks") and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of August 21, 2019, by and among Primrose SPE Guarantor, LLC, a Delaware limited liability company, Primrose School Franchising II SPE, LLC, a Delaware limited liability company, Primrose School Franchising SPE, LLC, a Delaware limited liability company, each as a Guarantor, and the Trustee (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment with respect to the foregoing (collectively the "Trademark Collateral"); and

WHEREAS, pursuant to Section 3.5(b) of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office ("USPTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Indenture (as defined below) and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing and acceptance of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), *provided that* at such time as the grant and/or enforcement of the security interest will not cause such application

to be invalidated, cancelled, voided or abandoned, such Trademark application will not be excluded from the Notice.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture, dated as of August 21, 2019, by and among Primrose Funding, LLC, a Delaware limited liability company, and Citibank, as Trustee and Securities Intermediary (the "Indenture").

1. The parties intend that this Notice is for recordation purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee's interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Trustee hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral Agreement.

3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

4. This Notice 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 one and the same agreement.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

PRIMROSE SCHOOL FRANCHISING  
SPE, LLC, as Grantor

By: Kgoran  
Name: Kristin Goran  
Title: General Counsel and Secretary


[Signature Page to Notice of Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006731 FRAME: 0150**


**Schedule 1  
Trademarks**

<b>Mark</b>	<b>Country</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Status</b>
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