

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568443

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cadence Education, LLC		03/23/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Serial Number:	86666663	A CADENCE EDUCATION SCHOOL	
Serial Number:	87093544	A CADENCE EDUCATION SCHOOL OF EXCELLENCE	
Serial Number:	87093534	A CADENCE EDUCATION SCHOOL OF EXCELLENCE	
Serial Number:	76550246	APPLE TREE CHILDREN'S CENTER	
Serial Number:	78819556	C	
Serial Number:	78808215	C	
Serial Number:	86666678	CADENCE ACADEMY PRESCHOOL	
Serial Number:	86666672	CADENCE EDUCATION	
Serial Number:	86742060	CADENCE EDUCATION	
Serial Number:	86742062	CADENCE EDUCATION	
Serial Number:	88132405	CAMP SECRET AGENT	
Serial Number:	85066833	CANTERBURY ACADEMY	
Serial Number:	78808198	CANTERBURY PREPARATORY SCHOOL	
Serial Number:	75637091	CORNERSTONE LEARNING CENTER	
Serial Number:	87094750	EST. 1985 A CHILD'S PLACE FOR DISCOVERY	
Serial Number:	86780725	FLANAGAN'S PRESCHOOL	
Serial Number:	86780718	FLANAGAN'S PRESCHOOL	
Serial Number:	75445269	GATEWAY ACADEMY	
Serial Number:	86780730	GATEWAY ACADEMY CHILD DEVELOPMENT CENTER	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	88714878	KINDCHILD BY CADENCE EDUCATION
Serial Number:	88714868	KINDERGARTENCLUB BY CADENCE EDUCATION 1+
Serial Number:	76486923	MINI-SKOOL
Serial Number:	76486575	MINI-SKOOL A CHILD'S PLACE
Serial Number:	85534646	NEXT GENERATION CHILDREN'S CENTERS
Serial Number:	85534564	NGCC
Serial Number:	75589370	NURTURING STRENGTHS THAT LAST A LIFETIME
Serial Number:	86785830	PHOENIX CHILDREN'S ACADEMY PRIVATE PRESC
Serial Number:	86785835	PHOENIX CHILDREN'S ACADEMY PRIVATE PRESC
Serial Number:	86780714	SMALLER SCHOLARS MONTESSORI ACADEMY
Serial Number:	86780712	SMALLER SCHOLARS MONTESSORI ACADEMY
Serial Number:	87071358	SUNBROOK ACADEMY
Serial Number:	75527817	SUNBROOK ACADEMY
Serial Number:	88760725	THE BIG SHOW
Serial Number:	73417698	THE PEANUT GALLERY
Serial Number:	86785838	THE PHOENIX SCHOOLS PRIVATE K - 8
Serial Number:	86785841	THE PHOENIX SCHOOLS PRIVATE PRESCHOOL
Serial Number:	86785844	THE PHOENIX SCHOOLS PRIVATE PRESCHOOL
Serial Number:	77578342	THE SUNDANCE SCHOOL
Serial Number:	77757543	WEST COUNTY DAY SCHOOL
Serial Number:	75009581	WINWOOD CHILDREN'S CENTER
Serial Number:	88714873	WORLD ODYSSEY SUMMER ADVENTURE

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061209

Email: jessica.bajada-silva@lw.com

Correspondent Name: LATHAM & WATKINS LLP,C/O J. Bajada-Silva

Address Line 1: 885 Third Ave

Address Line 4: New York City, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	038507-0882
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	03/23/2020

Total Attachments: 9

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SHORT FORM
FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Short Form IP Security Agreement”) dated March 23, 2020, is made by Cadence Education, LLC, a Delaware limited liability company (the “Grantor”) in favor of Jefferies Finance LLC, as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Sunshine AcquisitionCo Inc. (“Holdings”), as Holdings, Sunshine Merger Sub, LLC (the “Merger Sub”), as the Merger Sub, which on the Closing Date shall be merged with and into North Haven Cadence TopCo LLC (with North Haven Cadence TopCo LLC as the surviving entity, the “Target”) (immediately prior to the consummation of the Merger, the Merger Sub, and upon and after the consummation of the Merger, the Target, the “Initial Borrower”), North Haven Cadence Parent, Inc. (the “Parent Co-Borrower”), North Haven Cadence Midco, Inc. (the “MidCo Co-Borrower”), North Haven Cadence Buyer, Inc. (the “Buyer Co-Borrower” and, together with the Parent Co-Borrower and the MidCo Co-Borrower, each, a “Co-Borrower” and, collectively, the “Co-Borrowers”; the Co-Borrowers, together with the Initial Borrower, each, a “Borrower”, and collectively, the “Borrowers”), Jefferies Finance LLC, as Administrative Agent, Collateral Agent, L/C Issuer and Swing Line Lender (the “Administrative Agent”) and each lender from time to time party thereto (collectively, the “Lenders” and, individually, a “Lender”) have entered into the Credit Agreement dated March 23, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to extend credit to the Borrowers, the L/C Issuers have severally agreed to issue Letters of Credit for the account of the Borrowers, the Hedge Banks have agreed to enter into the Secured Hedge Agreements and the Cash Management Banks have agreed to enter into the Cash Management Agreements, in each subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement dated March 23, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to extend credit, of the L/C Issuers to issue Letters of Credit, of the Hedge Banks to enter into the Secured Hedge Agreements and of the Cash Management Banks to enter into the Cash Management Agreements.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Short Form IP Security Agreement for recording with the U.S. Patent and Trademark Office.

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. Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in and to the following (the “Collateral”):

(a) the United States registered Trademarks (as defined in the Security Agreement) and Trademarks for which United States applications are pending set forth in Schedule A hereto, together with all goodwill associated therewith.

SECTION 2. Recordation. This Short Form IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Short Form IP Security Agreement.

SECTION 3. Execution in Counterparts. This Short Form 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 4. Grants, Rights and Remedies. This Short Form IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral 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 of any conflict between the terms of this Short Form IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Governing Law. This Short Form IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

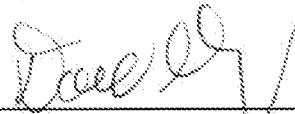
SECTION 6. Severability. In case any one or more of the provisions contained in this Short Form IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Remainder of Page Intentionally Blank]

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

CADENCE EDUCATION, LLC,
as Grantor

By:



Name: David Goldberg
Title: Chief Executive Officer and Secretary

JEFFERIES FINANCE LLC,
as Collateral Agent

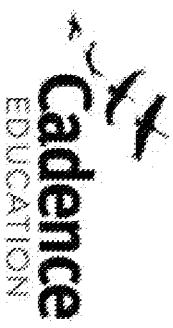
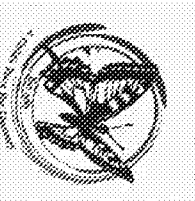
By: 
Name: John Koehler
Title: Managing Director

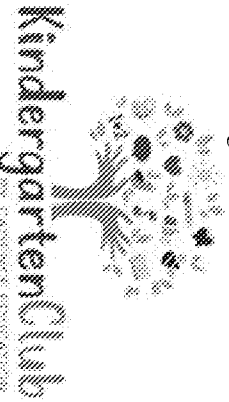
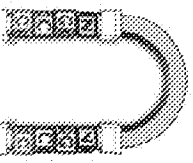
SCHEDULE A



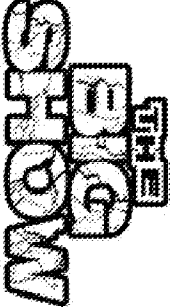
United States Trademarks and Trademark Applications


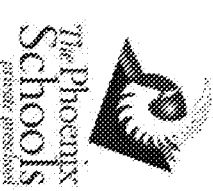


Trademark	Owner	Application Number/ Application Date	Registration Number/ Registration Date	Jurisdiction
A CADENCE EDUCATION SCHOOL	Cadence Education, LLC	86666663 06/18/2015	5125178 01/17/2017	US
A CADENCE EDUCATION SCHOOL OF EXCELLENCE and design	Cadence Education, LLC	87093544 07/05/2016	5154903 03/07/2017	US
A CADENCE EDUCATION SCHOOL OF EXCELLENCE	Cadence Education, LLC	87093534 07/05/2016	5154902 03/07/2017	US
APPLE TREE CHILDREN'S CENTER	Cadence Education, LLC	76550246 10/09/2003	2909966 12/14/2004	US
C and design	Cadence Education, LLC	78819556 02/21/2006	3401807 03/25/2008	US
C and design	Cadence Education, LLC	78808215 02/06/2006	3401799 03/25/2008	US

CADENCE ACADEMY PRESCHOOL	Cadence Education, LLC	86666678 06/18/2016	5032925 08/30/2016	US
CADENCE EDUCATION	Cadence Education, LLC	86666672 06/18/2015	5032924 08/30/2016	US
CADENCE EDUCATION and design	Cadence Education, LLC	86742060 08/31/2015	5046811 09/20/2016	US
CADENCE EDUCATION and design	Cadence Education, LLC	86742062 08/31/2015	5051140 09/27/2016	US
CAMP SECRET AGENT and design	Cadence Education, LLC	88132405 09/26/2018	5756217 05/21/2019	US
CAMP SECRET AGENT	Cadence Education, LLC	85066833 06/18/2010	3937162 03/29/2011	US
CANTERBURY ACADEMY	Cadence Education, LLC	78808198 02/06/2006	3287933 09/04/2007	US
CANTERBURY PREPARATORY SCHOOL	Cadence Education, LLC	75637091 02/08/1999	2338039 04/04/2000	US
CORNERSTONE LEARNING CENTER	Cadence Education, LLC	87094750 07/06/2016	5991458 02/18/2020	US
EST. 1985 A CHILD'S PLACE FOR DISCOVERY and design	Cadence Education, LLC			



FLANAGAN'S PRESCHOOL	Cadence Education, LLC	86780725 10/07/2015	5084995 11/22/2016	US
FLANAGAN'S PRESCHOOL	Cadence Education, LLC	86780718 10/07/2015	5084994 11/22/2016	US
GATEWAY ACADEMY	Cadence Education, LLC	75445269 03/05/1998	2305386 01/04/2000	US
GATEWAY ACADEMY CHILD DEVELOPMENT CENTERS	Cadence Education, LLC	86780730 10/07/2015	5084996 11/22/2016	US
KINDCHILD BY CADENCE EDUCATION and design	Cadence Education, LLC	88714878 12/04/2019	-	US
KINDERGARTENCLUB BY CADENCE EDUCATION 1 + 2 ABC and design	Cadence Education, LLC	88714868 12/04/2019	-	US
	Cadence Education, LLC			
MINI-SKOOL	Cadence Education, LLC	76486923 01/24/2003	2829486 04/06/2014	US
MINI-SKOOL A CHILDREN'S PLACE	Cadence Education, LLC	76486575 01/24/2003	2831528 04/13/2004	US
NEXT GENERATION CHILDREN'S CENTERS	Cadence Education, LLC	85534646 02/06/2012	4423820 10/29/2013	US
NGCC and design	Cadence Education, LLC			
	Cadence Education, LLC	85534564 02/06/2012	4224804 10/16/2012	US
NURTURING STRENGTHS THAT LAST A LIFETIME	Cadence Education, LLC	75589370 11/16/1998	2281800 09/28/1999	US

<p>PHOENIX CHILDREN'S ACADEMY PRIVATE PRESCHOOL and design</p> 	<p>Cadence Education, LLC</p>	<p>86785830 10/13/2015</p>	<p>5135383 02/07/2017</p>	<p>US</p>
<p>PHOENIX CHILDREN'S ACADEMY PRIVATE PRESCHOOL and design</p>	<p>Cadence Education, LLC</p>	<p>86785835 10/13/2015</p>	<p>5135384 02/07/2017</p>	<p>US</p>
<p>SMALLER SCHOLARS MONTESSORI ACADEMY</p>	<p>Cadence Education, LLC</p>	<p>86780714 10/07/2015</p>	<p>5084993 11/22/2016</p>	<p>US</p>
<p>SMALLER SCHOLARS MONTESSORI ACADEMY</p>	<p>Cadence Education, LLC</p>	<p>86780712 10/07/2015</p>	<p>5084992 11/22/2016</p>	<p>US</p>
<p>SUNBROOK ACADEMY and design</p> 	<p>Cadence Education, LLC</p>	<p>87071358 06/14/2016</p>	<p>5136751 02/07/2017</p>	<p>US</p>
<p>SUNBROOK ACADEMY</p>	<p>Cadence Education, LLC</p>	<p>75527817 07/30/1998</p>	<p>2261170 07/13/1999</p>	<p>US</p>
<p>THE BIG SHOW and design</p> 	<p>Cadence Education, LLC</p>	<p>88760725 01/15/2020</p>	<p>-</p>	<p>US</p>
<p>THE PEANUT GALLERY</p>	<p>Cadence Education, LLC</p>	<p>73417698 03/17/1983</p>	<p>1298138 09/25/1984</p>	<p>US</p>

 <p>THE PHOENIX SCHOOLS PRIVATE K – 8 and design</p>	<p>Cadence Education, LLC</p>	<p>86785838 10/13/2015</p>	<p>5135385 02/07/2017</p>	<p>US</p>
 <p>THE PHOENIX SCHOOLS PRIVATE PRESCHOOL and design</p>	<p>Cadence Education, LLC</p>	<p>86785841 10/13/2015</p>	<p>5135386 02/07/2017</p>	<p>US</p>
 <p>THE PHOENIX SCHOOLS PRIVATE PRESCHOOL and design</p>	<p>Cadence Education, LLC</p>	<p>86785844 10/13/2015</p>	<p>5135387 02/07/2017</p>	<p>US</p>
<p>THE SUNDANCE SCHOOL</p>	<p>Cadence Education, LLC</p>	<p>77578342 09/25/2008</p>	<p>3822576 07/20/2010</p>	<p>US</p>
<p>WEST COUNTY DAY SCHOOL</p>	<p>Cadence Education, LLC</p>	<p>77757543 06/11/2009</p>	<p>3797794 06/01/2010</p>	<p>US</p>
<p>WINDWOOD CHILDREN'S CENTER</p>	<p>Cadence Education, LLC</p>	<p>75009581 10/24/1995</p>	<p>2241717 04/27/1999</p>	<p>US</p>
 <p>WORLD ODYSSEY SUMMER ADVENTURE and design</p>	<p>Cadence Education, LLC</p>	<p>88714873 12/04/2019</p>	<p>-</p>	<p>US</p>