

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM760978

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Short Form First Lien Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cadence Education, LLC		10/12/2022	Limited Liability Company: DELAWARE
Montclare Children's School, LLC		10/12/2022	Limited Liability Company: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	Wilmington Trust, National Association, as collateral agent
<b>Street Address:</b>	50 South Sixth Street
<b>Internal Address:</b>	Suite 1290
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	5125178	A CADENCE EDUCATION SCHOOL
Registration Number:	5154903	A CADENCE EDUCATION SCHOOL OF EXCELLENCE
Registration Number:	5154902	A CADENCE EDUCATION SCHOOL OF EXCELLENCE
Registration Number:	2909966	APPLE TREE CHILDREN'S CENTER
Registration Number:	3401807	C
Registration Number:	3401799	C
Registration Number:	5032925	CADENCE ACADEMY PRESCHOOL
Registration Number:	5032924	CADENCE EDUCATION
Registration Number:	5046811	CADENCE EDUCATION
Registration Number:	5051140	CADENCE EDUCATION
Registration Number:	5756217	CAMP SECRET AGENT
Registration Number:	3937162	CANTERBURY ACADEMY
Registration Number:	3287933	CANTERBURY PREPARATORY SCHOOL
Registration Number:	2338039	CORNERSTONE LEARNING CENTER
Registration Number:	5991458	EST. 1985 A CHILD'S PLACE FOR DISCOVERY
Registration Number:	5084995	FLANAGAN'S PRESCHOOL

OP \$1165.00 5125178

Property Type	Number	Word Mark
Registration Number:	5084994	FLANAGAN'S PRESCHOOL
Registration Number:	2305386	GATEWAY ACADEMY
Registration Number:	5084996	GATEWAY ACADEMY CHILD DEVELOPMENT CENTER
Registration Number:	6112072	KINDCHILD BY CADENCE EDUCATION
Registration Number:	6145826	KINDERGARTENCLUB BY CADENCE EDUCATION 1+
Registration Number:	2829486	MINI-SKOOL
Registration Number:	2831528	MINI-SKOOL A CHILD'S PLACE
Registration Number:	4423820	NEXT GENERATION CHILDREN'S CENTERS
Registration Number:	4224804	NGCC
Registration Number:	2281800	NURTURING STRENGTHS THAT LAST A LIFETIME
Registration Number:	5135383	PHOENIX CHILDREN'S ACADEMY PRIVATE PRESC
Registration Number:	5135384	PHOENIX CHILDREN'S ACADEMY PRIVATE PRESC
Registration Number:	5084993	SMALLER SCHOLARS MONTESSORI ACADEMY
Registration Number:	5084992	SMALLER SCHOLARS MONTESSORI ACADEMY
Registration Number:	5136751	SUNBROOK ACADEMY
Registration Number:	2261170	SUNBROOK ACADEMY
Registration Number:	6091100	THE BIG SHOW
Registration Number:	1298138	THE PEANUT GALLERY
Registration Number:	5135385	THE PHOENIX SCHOOLS PRIVATE K - 8
Registration Number:	5135386	THE PHOENIX SCHOOLS PRIVATE PRESCHOOL
Registration Number:	5135387	THE PHOENIX SCHOOLS PRIVATE PRESCHOOL
Registration Number:	3822576	THE SUNDANCE SCHOOL
Registration Number:	3797794	WEST COUNTY DAY SCHOOL
Registration Number:	2241717	WINWOOD CHILDREN'S CENTER
Serial Number:	88714873	WORLD ODYSSEY SUMMER ADVENTURE
Registration Number:	5931278	MONTCLARE CHILDREN'S SCHOOL
Registration Number:	6479703	AMERICAN ROAD TRIP SUMMER ADVENTURE
Registration Number:	6521481	CADENCE EDUCATION: FAMILY FIRST
Registration Number:	6821553	THE CLUBHOUSE WHERE EDUCATION MEETS ADVE
Registration Number:	6560254	THE CLUBHOUSE WHERE EDUCATION MEETS ADVE

#### 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.*

Phone: 212.318.6000

Email: JeffreyNegron@PaulHastings.com

Correspondent Name: Jeffrey Negron

Address Line 1: Paul Hastings LLP

Address Line 2: 200 Park Avenue

**TRADEMARK**

**REEL: 007867 FRAME: 0143**

**Address Line 4:** New York, NEW YORK 10166

**NAME OF SUBMITTER:** Jeffrey M. Negron

**SIGNATURE:** /s/ Jeffrey M. Negron

**DATE SIGNED:** 10/13/2022

**Total Attachments: 12**

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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 October 12, 2022, is made by Cadence Education, LLC, a Delaware limited liability company, and Montclare Children’s School, LLC, a New York limited liability company (each a “Grantor” and collectively, the “Grantors”) in favor of Wilmington Trust, National Association, as Collateral Agent for the Secured Parties (in such capacity, the “Collateral Agent”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Note Purchase Agreement and the Security Agreement referred to therein.

WHEREAS, Sunshine AcquisitionCo Inc. (“Holdings”), as Holdings, Sunshine Cadence HoldCo, LLC (“HoldCo Issuer”), Sunshine Cadence Parent, LLC (“Parent Issuer”), Sunshine Cadence MidCo, LLC (the “MidCo Issuer”), Sunshine Cadence Buyer, LLC (the “Buyer Issuer” and, together with HoldCo Issuer, Parent Issuer and MidCo Issuer, each, an “Issuer” and, collectively, the “Issuers”), Wilmington Trust, National Association, as Notes Agent and Collateral Agent, and each purchaser from time to time party thereto (collectively, the “Purchasers” and, individually, a “Purchaser”) have entered into the Note Purchase Agreement dated October 12, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), pursuant to which the Purchasers have severally agreed to extend credit to the Issuers, subject to the terms and conditions set forth in the Note Purchase Agreement.

WHEREAS, in connection with the Note Purchase Agreement, the Grantors have entered into the Security Agreement dated October 12, 2022 among the Grantors, the other grantors party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Purchasers to extend credit.

WHEREAS, under the terms of the Security Agreement, the Grantors have 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 Grantors, and have 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 Grantors agree as follows:

SECTION 1. Grant of Security. Grantors hereby grant to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of Grantors’ 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 Grantors for the purpose of recording the grant of security interest herein with the United

States Patent and Trademark Office. The Grantors authorize and request 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. Grantors do 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.

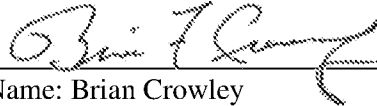
SECTION 5. Governing Law. This Short Form IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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.

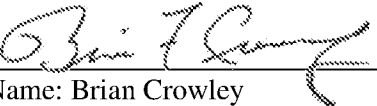
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IN WITNESS WHEREOF, Grantors have caused this Short Form IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

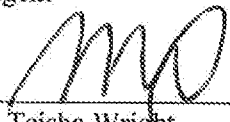
CADENCE EDUCATION, LLC,  
as a Grantor

By:   
Name: Brian Crowley  
Title: Chief Financial Officer and Treasurer

MONTCLARE CHILDREN'S SCHOOL, LLC,  
as a Grantor

By:   
Name: Brian Crowley  
Title: Secretary

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Collateral Agent


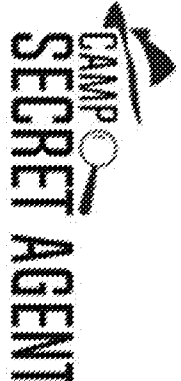
By:   
Name: Teisha Wright  
Title: Vice President

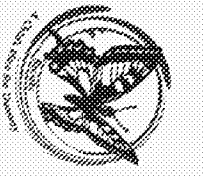
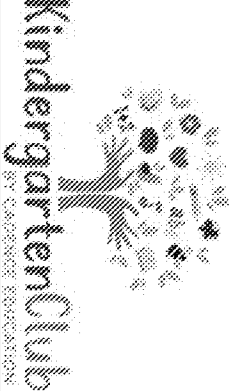
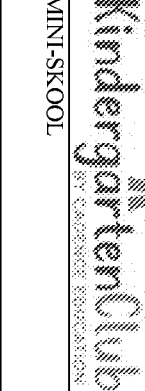
SCHEDULE A

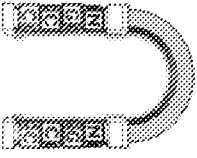

United States Trademarks and Trademark Applications

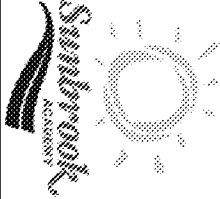
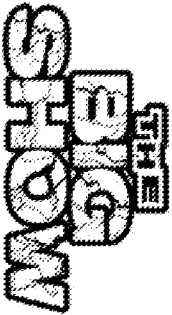
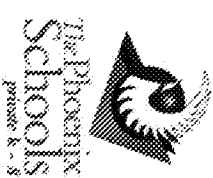
Trademark	Owner	Application Number/ Application Date	Registration Number/ Registration Date	Jurisdiction
A CADENCE EDUCATION SCHOOL	Cadence Education, LLC	86666663 06/18/2015	5125178 01/17/2017	US
A CADENCE EDUCATION SCHOOL OF EXCELLENCE and design	Cadence Education, LLC	87093544 07/05/2016	5154903 03/07/2017	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



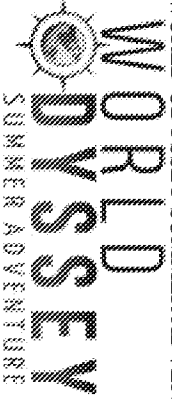


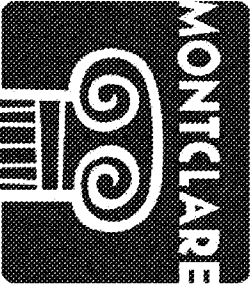

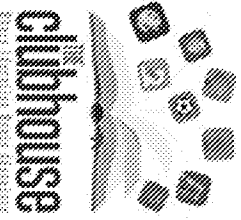
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CADENCE ACADEMY PRESCHOOL	Cadence Education, LLC	86666678 06/18/2016	5032925 08/30/2016	US
CADENCE EDUCATION	Cadence Education, LLC	86666672 06/18/2015	5032924 08/30/2016	US
CADENCE EDUCATION and design	Cadence Education, LLC	86742060 08/31/2015	5046811 09/20/2016	US
 Cadence EDUCATION	Cadence Education, LLC	86742062 08/31/2015	5051140 09/27/2016	US
CADENCE EDUCATION 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			

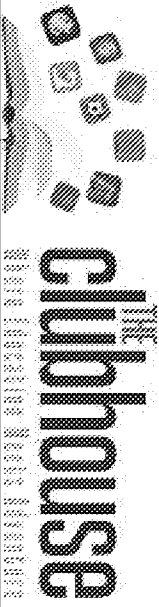
Trademark	Owner	Application Number/ Application Date	Registration Number/ Registration Date	Jurisdiction
	Cadence Education, LLC	87094750 07/06/2016	5991458 02/18/2020	US
FLANAGAN'S PRESCHOOL	Cadence Education, LLC	86780725 10/07/2015	5084995 11/22/2016	US
FLANAGAN'S PRESCHOOL	Cadence Education, LLC	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	6112072 07/28/2020	US
	Cadence Education, LLC	88714868 12/04/2019	6145826 09/08/2020	US
KINDERGARTENCLUB BY CADENCE EDUCATION 1 + 2 ABC and design	Cadence Education, LLC	76486923 01/24/2003	2829486 04/06/2014	US
	Cadence Education, LLC	76486923 01/24/2003	2829486 04/06/2014	US

Trademark	Owner	Application Number/ Application Date	Registration Number/ Registration Date	Jurisdiction
MINI-SKOOOL 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	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
PHOENIX CHILDREN'S ACADEMY PRIVATE PRESCHOOL and design	Cadence Education, LLC	86785830 10/13/2015	5135383 02/07/2017	US
				
PHOENIX CHILDREN'S ACADEMY PRIVATE PRESCHOOL and design	Cadence Education, LLC	86785835 10/13/2015	5135384 02/07/2017	US
SMALLER SCHOLARS MONTESSORI ACADEMY	Cadence Education, LLC	86780714 10/07/2015	5084993 11/22/2016	US
SMALLER SCHOLARS MONTESSORI ACADEMY	Cadence Education, LLC	86780712 10/07/2015	5084992 11/22/2016	US

Trademark	Owner	Application Number/ Application Date	Registration Number/ Registration Date	Jurisdiction
 <p>SUNBROOK ACADEMY and design</p>	Cadence Education, LLC	87071358 06/14/2016	5136751 02/07/2017	US
<p>SUNBROOK ACADEMY</p> <p>THE BIG SHOW and design</p>	Cadence Education, LLC	75527817 07/30/1998	2261170 07/13/1999	US
 <p>THE PEANUT GALLERY</p>	Cadence Education, LLC	88760725 01/15/2020	6091100 06/30/2020	US
<p>THE PEANUT GALLERY</p> <p>THE PHOENIX SCHOOLS PRIVATE K - 8 and design</p>	Cadence Education, LLC	73417698 03/17/1983	1298138 09/25/1984	US
	Cadence Education, LLC	86785838 10/13/2015	5135385 02/07/2017	US

Trademark	Owner	Application Number/ Application Date	Registration Number/ Registration Date	Jurisdiction
 THE PHOENIX SCHOOLS PRIVATE PRESCHOOL and design	Cadence Education, LLC	86785841 10/13/2015	5135386 02/07/2017	US
 THE PHOENIX SCHOOLS PRIVATE PRESCHOOL and design	Cadence Education, LLC	86785844 10/13/2015	5135387 02/07/2017	US
THE SUNDANCE SCHOOL	Cadence Education, LLC	77578342 09/25/2008	3822576 07/20/2010	US
WEST COUNTY DAY SCHOOL	Cadence Education, LLC	77757543 06/11/2009	3797794 06/01/2010	US
WINDWOOD CHILDREN'S CENTER	Cadence Education, LLC	75009581 10/24/1995	2241717 04/27/1999	US
 WORLD ODYSSEY SUMMER ADVENTURE and design	Cadence Education, LLC	88714873 12/04/2019	88714873 7/28/2020	US

Trademark	Owner	Application Number/ Application Date	Registration Number/ Registration Date	Jurisdiction
 <p>MONTCLARE Children's School</p> <p>MONTCLARE CHILDREN'S SCHOOL and design</p>	<p>Montclare Children's School, LLC</p>	<p>88443463 05/23/2019</p>	<p>5931278 12/10/2019</p>	<p>US</p>
 <p>American Road Trip SUMMER ADVENTURE</p> <p>AMERICAN ROAD TRIP SUMMER ADVENTURE and design</p>	<p>Cadence Education, LLC</p>	<p>88715307 12/04/2019</p>	<p>6479703 09/07/2021</p>	<p>US</p>
<p>CADENCE EDUCATION: FAMILY FIRST</p>	<p>Cadence Education, LLC</p>	<p>88733804 12/19/2019</p>	<p>6521481 10/12/2021</p>	<p>US</p>
 <p>clubhouse</p> <p>THE CLUBHOUSE WHERE EDUCATION MEETS ADVENTURE and design</p>	<p>Cadence Education, LLC</p>	<p>88714882 12/04/2019</p>	<p>6821553 08/16/2022</p>	<p>US</p>

Trademark	Owner	Application Number/ Application Date	Registration Number/ Registration Date	Jurisdiction
<p>THE CLUBHOUSE WHERE EDUCATION MEETS ADVENTURE and design</p> 	Cadence Education, LLC	90453653 01/07/2021	6560254 11/16/2021	US