

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REE HOLDCO, INC.		06/12/2023	Corporation: DELAWARE
KinderCare Education LLC		06/12/2023	Limited Liability Company: DELAWARE
CDLC Early Learning, LLC		06/12/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Registration Number:	5195412	RAINBOW	
Registration Number:	4094312	CAMBRIDGE	
Registration Number:	2842138	CAMBRIDGE ACADEMY	
Registration Number:	4112452	CAMBRIDGE PRESCHOOLS	
Registration Number:	4094313	CAMBRIDGE SCHOOLS	
Registration Number:	3298089	CAMP CAMBRIDGE	
Registration Number:	2373235	CHAMPIONS	
Registration Number:	905288	CHILDREN'S WORLD	
Registration Number:	1606796	CHILDREN'S WORLD LEARNING CENTERS	
Registration Number:	6679796	CONFIDENCE FOR LIFE	
Registration Number:	5537539	COOKING ACADEMY	
Registration Number:	3519974	CRÈME	
Registration Number:	2086131	CREME DE LA CREME	
Registration Number:	2122753	CREME DE LA CREME	
Registration Number:	3135025	CRÈME DE LA CRÈME	
Registration Number:	2189883	DAYBRIDGE	

OP \$1190.00 5195412

Property Type	Number	Word Mark
Registration Number:	3884068	
Registration Number:	3646848	
Registration Number:	2650339	
Registration Number:	1425219	
Registration Number:	3739628	EARLY FOUNDATIONS
Registration Number:	3046059	EARLY LEARNING CENTERS OF EXCELLENCE
Registration Number:	5263900	KINDER CARE EDUCATION
Registration Number:	5088176	K KINDERCARE EDUCATION
Registration Number:	3733415	KINDER CARE
Registration Number:	1905371	KINDER CARE
Registration Number:	1859542	KINDER CARE
Registration Number:	1594176	KINDER CARE
Registration Number:	1238509	KINDER CARE
Registration Number:	1224603	KINDER CARE
Registration Number:	1142919	KINDER CARE
Registration Number:	4190583	KINDER CARE
Registration Number:	5269344	KINDER CARE EDUCATION
Registration Number:	2786396	KINDUSTRY
Registration Number:	2423742	KNOWLEDGE BEGINNINGS
Registration Number:	3674061	LEARNING ADVENTURES
Registration Number:	6719194	LEARNING ADVENTURES STEM INNOVATORS
Registration Number:	3674063	MATH ADVENTURES
Registration Number:	3674062	PHONICS ADVENTURES
Registration Number:	3674065	READING ADVENTURES
Registration Number:	3674064	SPANISH ADVENTURES
Registration Number:	2249017	THE ADVENTURE OF CHILDHOOD
Registration Number:	5197653	THE BEST PRESCHOOLS IN THE COUNTRY
Registration Number:	2815479	THE DO-RIGHT CREW
Registration Number:	4096561	THE GROVE SCHOOL
Registration Number:	3874580	THE GROVE SCHOOL
Registration Number:	2892993	WHERE LIFETIME LEARNING BEGINS

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

TRADEMARK

REEL: 008098 FRAME: 0317

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 2028787 TM

NAME OF SUBMITTER: Adalia Wu

SIGNATURE: /Adalia Wu/

DATE SIGNED: 06/13/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of June 12, 2023, is made by each Grantor signatory hereto (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of BARCLAYS BANK PLC, as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of June 12, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of such Grantor, and has agreed to execute this Trademark 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, each Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under its registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); *provided that* “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Assets as provided under the Security Agreement.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 Trademark 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

**REE HOLDCO, INC.,
KINDERCARE EDUCATION LLC,
CDLC EARLY LEARNING, LLC,**
each as a Grantor

By: DocuSigned by:
Anthony Amandi
Name: Anthony M. Amandi
Title: Chief Financial Officer

Accepted and Agreed:

BARCLAYS BANK PLC, as Collateral Agent

By: K.A. Rathbone
Name: Kristian Rathbone
Title: Managing Director




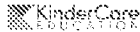





[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008098 FRAME: 0322

SCHEDULE A

Trademark	Jurisdiction	Serial No. Filing Date	Reg. No. Reg. Date	Owner
RAINBOW	U.S.A.	87181693 23-SEP-2016	5195412 02-MAY-2017	REE HOLDCO, INC.
 CAMBRIDGE	U.S.A.	85049849 27-MAY-2010	4094312 31-JAN-2012	KINDERCARE EDUCATION LLC
CAMBRIDGE ACADEMY	U.S.A.	76272706 18-JUN-2001	2842138 18-MAY-2004	KINDERCARE EDUCATION LLC
 CAMBRIDGE PRESCHOOLS	U.S.A.	85049856 27-MAY-2010	4112452 13-MAR-2012	KINDERCARE EDUCATION LLC
 CAMBRIDGE SCHOOLS	U.S.A.	85049858 27-MAY-2010	4094313 31-JAN-2012	KINDERCARE EDUCATION LLC
CAMP CAMBRIDGE	U.S.A.	78960156 24-AUG-2006	3298089 25-SEP-2007	KINDERCARE EDUCATION LLC
CHAMPIONS	U.S.A.	75300603 30-MAY-1997	2373235 01-AUG-2000	KINDERCARE EDUCATION LLC
CHILDREN'S WORLD	U.S.A.	72309841 17-OCT-1968	0905288 29-DEC-1970	KINDERCARE EDUCATION LLC
CHILDREN'S WORLD LEARNING CENTERS	U.S.A.	73801220 19-MAY-1989	1606796 17-JUL-1990	KINDERCARE EDUCATION LLC
CONFIDENCE FOR LIFE	U.S.A.	87757506 16-JAN-2018	6679796 22-MAR-2022	KINDERCARE EDUCATION, LLC
COOKING ACADEMY	U.S.A.	87729059 20-DEC-2017	5537539 07-AUG-2018	KINDERCARE EDUCATION LLC
 CRÈME	U.S.A.	77428251 21-MAR-2008	3519974 21-OCT-2008	CDLC EARLY LEARNING, LLC
 CREME DE LA CRÈME	U.S.A.	75975819 26-DEC-1995	2086131 05-AUG-1997	CDLC EARLY LEARNING, LLC
 CREME DE LA CRÈME	U.S.A.	75037378 19-DEC-1995	2122753 23-DEC-1997	CDLC EARLY LEARNING, LLC
CRÈME DE LA CRÈME	U.S.A.	78528101 07-DEC-2004	3135025 29-AUG-2006	CDLC EARLY LEARNING, LLC
DAYBRIDGE	U.S.A.	75217658 23-DEC-1996	2189883 15-SEP-1998	KINDERCARE EDUCATION LLC
 DESIGN ONLY	U.S.A.	77835954 27-SEP-2009	3884068 30-NOV-2010	KINDERCARE EDUCATION LLC
 DESIGN ONLY	U.S.A.	77626393 04-DEC-2008	3646848 30-JUN-2009	KINDERCARE EDUCATION LLC

Schedule A-1
to Trademark Security Agreement

Trademark	Jurisdiction	Serial No. Filing Date	Reg. No. Reg. Date	Owner
DESIGN ONLY 	U.S.A.	76167705 17-NOV-2000	2650339 12-NOV-2002	KINDERCARE EDUCATION LLC
DESIGN ONLY 	U.S.A.	73596663 05-MAY-1986	1425219 13-JAN-1987	KINDERCARE EDUCATION LLC
EARLY FOUNDATIONS	U.S.A.	77761183 16-JUN-2009	3739628 19-JAN-2010	KINDERCARE EDUCATION LLC
EARLY LEARNING CENTERS OF EXCELLENCE	U.S.A.	78527850 06-DEC-2004	3046059 17-JAN-2006	CDLC EARLY LEARNING, LLC
K KINDERCARE EDUCATION 	U.S.A.	87185226 27-SEP-2016	5263900 15-AUG-2017	KINDERCARE EDUCATION LLC
K KINDERCARE EDUCATION 	U.S.A.	86814067 09-NOV-2015	5088176 22-NOV-2016	KINDERCARE EDUCATION LLC
KINDERCARE  KinderCare	U.S.A.	77626371 04-DEC-2008	3733415 05-JAN-2010	KINDERCARE EDUCATION LLC
KINDERCARE	U.S.A.	74412251 14-JUL-1993	1905371 18-JUL-1995	KINDERCARE EDUCATION LLC
KINDERCARE  KinderCare	U.S.A.	74412265 14-JUL-1993	1859542 25-OCT-1994	KINDERCARE EDUCATION LLC
KINDERCARE	U.S.A.	73812880 17-JUL-1989	1594176 01-MAY-1990	KINDERCARE EDUCATION LLC
KINDERCARE  KinderCare	U.S.A.	73359691 14-APR-1982	1238509 17-MAY-1983	KINDERCARE EDUCATION LLC
KINDERCARE	U.S.A.	73357663 01-APR-1982	1224603 18-JAN-1983	KINDERCARE EDUCATION LLC
KINDERCARE  KinderCare	U.S.A.	73187597 29-SEP-1978	1142919 09-DEC-1980	KINDERCARE EDUCATION LLC
KINDERCARE 	U.S.A.	85507789 03-JAN-2012	4190583 14-AUG-2012	KINDERCARE EDUCATION LLC

Schedule A-2
to Trademark Security Agreement

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TRADEMARK
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Trademark	Jurisdiction	Serial No. Filing Date	Reg. No. Reg. Date	Owner
KINDERCARE EDUCATION	U.S.A.	87185204 27-SEP-2016	5269344 22-AUG-2017	KINDERCARE EDUCATION LLC
KINDUSTRY	U.S.A.	78157782 26-AUG-2002	2786396 25-NOV-2003	KINDERCARE EDUCATION LLC
KNOWLEDGE BEGINNINGS	U.S.A.	75478144 30-APR-1998	2423742 23-JAN-2001	KINDERCARE EDUCATION LLC
LEARNING ADVENTURES	U.S.A.	77467579 07-MAY-2008	3674061 25-AUG-2009	KINDERCARE EDUCATION LLC
LEARNING ADVENTURES STEM INNOVATORS	U.S.A.	88185226 07-NOV-2018	6719194 03-MAY-2022	KINDERCARE EDUCATION, LLC
MATH ADVENTURES	U.S.A.	77467603 07-MAY-2008	3674063 25-AUG-2009	KINDERCARE EDUCATION LLC
PHONICS ADVENTURES	U.S.A.	77467584 07-MAY-2008	3674062 25-AUG-2009	KINDERCARE EDUCATION LLC
READING ADVENTURES	U.S.A.	77467625 07-MAY-2008	3674065 25-AUG-2009	KINDERCARE EDUCATION LLC
SPANISH ADVENTURES	U.S.A.	77467618 07-MAY-2008	3674064 25-AUG-2009	KINDERCARE EDUCATION LLC
THE ADVENTURE OF CHILDHOOD	U.S.A.	75385536 31-OCT-1997	2249017 01-JUN-1999	CDLC EARLY LEARNING, LLC
THE BEST PRESCHOOLS IN THE COUNTRY	U.S.A.	87252586 30-NOV-2016	5197653 02-MAY-2017	CDLC EARLY LEARNING, LLC
THE DO-RIGHT CREW	U.S.A.	76362186 22-JAN-2002	2815479 17-FEB-2004	KINDERCARE EDUCATION LLC
THE GROVE SCHOOL 	U.S.A.	77835950 27-SEP-2009	4096561 07-FEB-2012	KINDERCARE EDUCATION LLC
THE GROVE SCHOOL	U.S.A.	77804209 13-AUG-2009	3874580 09-NOV-2010	KINDERCARE EDUCATION LLC
WHERE LIFETIME LEARNING BEGINS	U.S.A.	76553624 23-OCT-2003	2892993 12-OCT-2004	KINDERCARE EDUCATION LLC

Schedule A-3
to Trademark Security Agreement

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RECORDED: 06/13/2023

TRADEMARK
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