

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		06/12/2023	Aktiengesellschaft (Ag): SWITZERLAND
RECEIVING PARTY DATA			
Name:	KinderCare Learning Centers LLC		
Street Address:	650 NE HOLLADAY STREET		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97232		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	1345219		
Registration Number:	2075223	FEED ME FUN	
Registration Number:	1224603	KINDERCARE	
Registration Number:	1594176	KINDERCARE	
Registration Number:	1905371	KINDERCARE	
Registration Number:	3925621	KINDERCARE	
Registration Number:	3733415	KINDERCARE	
Registration Number:	4190583	KINDERCARE	
Registration Number:	1142919	KINDERCARE	
Registration Number:	1238509	KINDERCARE	
Registration Number:	1859542	KINDERCARE	
Registration Number:	1270349	KINDEROO	
Registration Number:	2786396	KINDUSTRY	
Registration Number:	2277813	MULBERRY CHILD CARE & PRESCHOOL	
Registration Number:	1425219		
Registration Number:	2134246	WELCOME TO LEARNING	
Registration Number:	1879578	LET'S MOVE, LET'S PLAY	
Registration Number:	1580750	KINDERCARE AT WORK	

CH \$465.00 1345219

CORRESPONDENCE DATA**Fax Number:** 3128622200*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:** 3128622000**Email:** jeffrey.norgle@kirkland.com**Correspondent Name:** Jeffrey Norgle**Address Line 1:** 300 NORTH LASALLE**Address Line 2:** Kirkland & Ellis LLP**Address Line 4:** Chicago, ILLINOIS 60654**ATTORNEY DOCKET NUMBER:** 47491-2**NAME OF SUBMITTER:** Jeffrey Norgle**SIGNATURE:** /Jeffrey Norgle/**DATE SIGNED:** 06/13/2023**Total Attachments: 6**

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of June 12, 2023 (“Effective Date”) by Credit Suisse AG, Cayman Islands Branch in its capacity as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Collateral Agent”), in favor of KinderCare Learning Centers LLC (the “Grantor”).

WHEREAS, the Grantor is party to the First Lien Security Agreement, dated as of August 13, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor has granted a security interest to the Collateral Agent in the Trademark Collateral;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between KinderCare Learning Centers LLC and the Collateral Agent dated August 13, 2015 (the “Trademark Security Agreement”), the Grantor granted to the Collateral Agent a security interest in and to all of Grantor’s right, title and interest in and to all of the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“PTO”) on August 18, 2015, at Reel 5601, Frame 0801; and

WHEREAS, the Grantor has paid all of its outstanding indebtedness to the Secured Parties.

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

1. Trademark Collateral. Pursuant to the Trademark Security Agreement, the Grantor granted to the Collateral Agent a security interest in and to all of such Grantor’s right, title and interest in and to all of the following, in each case whether owned or existing or thereafter acquired, developed, created or arising and wherever located (collectively, the “Trademark Collateral”):

(i) all trademarks, service marks, designs, logos, indicia of origin, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “Trademarks”);

(ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any

indemnity warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

2. Release. The Collateral Agent hereby, without recourse or warranty of any kind or nature, terminates and cancels the Trademark Security Agreement, and hereby, without recourse or warranty of any kind or nature, (i) terminates, cancels and releases any and all other rights, liens and security interests that it has in, to and under the security interests it has against the Trademark Collateral, and (ii) reassigns, grants and conveys to the Grantor any and all right, title, or interest the Collateral Agent has in the Trademark Collateral, in each case, including, without limitation, the Trademark Collateral referred to on Schedule A attached hereto.

3. Recordation. The Collateral Agent authorizes and requests that this Release be filed and recorded with the PTO or any other applicable government office.

4. Relation to Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

5. Counterparts. This Release may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Release by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Release.

6. Concerning the Collateral Agent. Credit Suisse AG, Cayman Islands Branch is executing this Release not in its individual or corporate capacity but solely in its capacity as Collateral Agent under the Credit Agreement (as defined in the Security Agreement). In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Collateral Agent under the Credit Agreement and the Security Agreement, as if such rights, privileges, immunities and indemnities were expressly set forth herein.

* * * * *

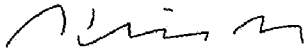
IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

Credit Suisse AG, Cayman Islands Branch



Name: Mikhail Faybusovich

Title: Authorized Signatory



Name: Heesu Sin

Title: Authorized Signatory

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Trademarks</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration/Serial No.</u>
KinderCare Learning Centers LLC	Kangaroo Logo (Misc Design)	25-Jun-85	Registered	1345219
KinderCare Learning Centers LLC	FEED ME FUN	1-Jul-97	Registered	2075223
KinderCare Learning Centers LLC	KINDERCARE	18-Jan-83	Registered	1224603
KinderCare Learning Centers LLC	KINDERCARE	1-May-90	Registered	1594176
KinderCare Learning Centers LLC	KINDERCARE	18-Jul-95	Registered	1905371
KinderCare Learning Centers LLC	KINDERCARE	1-Mar-11	Registered	3925621
KinderCare Learning Centers LLC	KINDERCARE AND BELL TOWER DESIGN	5-Jan-10	Registered	3733415

<u>Grantor</u>	<u>Trademarks</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration/Serial No.</u>
KinderCare Learning Centers LLC	KINDERCARE AND BELL TOWER DESIGN (2011)	14-Aug-12	Registered	4190583
KinderCare Learning Centers LLC	KINDERCARE AND DESIGN	9-Dec-80	Registered	1142919
KinderCare Learning Centers LLC	KINDERCARE AND DESIGN	17-May-83	Registered	1238509
KinderCare Learning Centers LLC	KINDERCARE AND DESIGN	25-Oct-94	Registered	1859542
KinderCare Learning Centers LLC	KINDEROO (Stylized)	13-Mar-84	Cancelled	1270349
KinderCare Learning Centers LLC	KINDUSTRY	25-Nov-03	Registered	2786396
KinderCare Learning Centers LLC	MULBERRY CHILDCARE & PRESCHOOL & Design	14-Sep-99	Registered	2277813
KinderCare Learning Centers LLC	SchoolHouse Logo (Misc Design)	13-Jan-87	Registered	1425219

<u>Grantor</u>	<u>Trademarks</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration/Serial No.</u>
KinderCare Learning Centers LLC	WELCOME TO LEARNING	3-Feb-98	Registered	2134246
KinderCare Learning Centers LLC	LET'S MOVE, LET'S PLAY	21-Feb-95	Registered	1879578
KinderCare Learning Centers LLC	KINDER CARE AT WORK	30-Jan-90	Registered	1580750