

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816955

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 Education LLC		
Street Address:	650 NE HOLLADAY STREET		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97232		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 55			
Property Type	Number	Word Mark	
Registration Number:	3646848		
Registration Number:	4265043	BOOKSMARTS	
Registration Number:	2259820		
Registration Number:	4094312	CAMBRIDGE	
Registration Number:	2842138	CAMBRIDGE ACADEMY	
Registration Number:	1683354	CAMBRIDGE LEARNING CENTRE	
Registration Number:	4112452	CAMBRIDGE PRESCHOOLS	
Registration Number:	4094313	CAMBRIDGE SCHOOLS	
Registration Number:	3298089	CAMP CAMBRIDGE	
Registration Number:	3410113	CATCH THE WAVE	
Registration Number:	3444350	CCLC	
Registration Number:	3568316	C CCLC	
Registration Number:	2373235	CHAMPIONS	
Registration Number:	4317380	CHAMPIONS	
Registration Number:	4321297	CHAMPIONS EXTENDED LEARNING	
Registration Number:	4301610	CHAMPIONS SCIENCE ADVENTURES	
Registration Number:	1659140	CHILDREN'S DISCOVERY CENTERS	
Registration Number:	905288	CHILDREN'S WORLD	
Registration Number:	1606796	CHILDREN'S WORLD LEARNING CENTERS	
		TRADEMARK	

CH \$1390.00 3646848

Property Type	Number	Word Mark
Registration Number:	3842738	COOKING ADVENTURES
Registration Number:	2189883	DAYBRIDGE
Registration Number:	3739628	EARLY FOUNDATIONS
Registration Number:	2650339	
Registration Number:	4051568	GUIDED DISCOVERY
Registration Number:	4025062	GUIDED DISCOVERY
Registration Number:	4498246	IT'S ALL DESIGNED FOR LEARNING
Registration Number:	3296777	KELSEY'S LEARNING ADVENTURES
Registration Number:	3296778	KELSEY'S MATH ADVENTURES
Registration Number:	3322736	KELSEY'S PHONICS ADVENTURES
Registration Number:	3296780	KELSEY'S READING ADVENTURES
Registration Number:	3322735	KELSEY'S SPANISH ADVENTURES
Registration Number:	2423742	KNOWLEDGE BEGINNINGS
Registration Number:	3674061	LEARNING ADVENTURES
Registration Number:	3674063	MATH ADVENTURES
Registration Number:	2243928	MERITOR
Registration Number:	4853055	MUSIC ADVENTURES
Registration Number:	4756711	NURTUREGREATNESS
Registration Number:	3674062	PHONICS ADVENTURES
Registration Number:	5063690	PLAYING & LEARNING WITH MOMMY
Registration Number:	4203511	READ. SHARE. GIVE.
Registration Number:	3674065	READING ADVENTURES
Registration Number:	3430921	SCIENCE ADVENTURES
Registration Number:	3674064	SPANISH ADVENTURES
Registration Number:	3539004	SUCCESS BEGINS HERE
Registration Number:	2815479	THE DO-RIGHT CREW
Registration Number:	3874580	THE GROVE SCHOOL
Registration Number:	4096561	THE GROVE SCHOOL
Registration Number:	3884068	
Registration Number:	3538980	TOGETHER WE INSPIRE
Registration Number:	4567622	WHERE LEARNING AND FUN COME TOGETHER
Registration Number:	2892993	WHERE LIFETIME LEARNING BEGINS
Registration Number:	1927401	QUEST 4 FUN
Registration Number:	1929224	QUEST 4 FUN!
Serial Number:	86715998	ADVENTURE AHEAD!
Serial Number:	86020285	CARE SELECT

CORRESPONDENCE DATA

**TRADEMARK
REEL: 008098 FRAME: 0479**

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

NAME OF SUBMITTER:	Jeffrey Norgle
---------------------------	----------------

SIGNATURE:	/Jeffrey Norgle/
-------------------	------------------

DATE SIGNED:	06/13/2023
---------------------	------------

Total Attachments: 7

source=KinderCare - US Security Release - Trademark (CS) - 6137_0467_(97571876_1)#page1.tif
source=KinderCare - US Security Release - Trademark (CS) - 6137_0467_(97571876_1)#page2.tif
source=KinderCare - US Security Release - Trademark (CS) - 6137_0467_(97571876_1)#page3.tif
source=KinderCare - US Security Release - Trademark (CS) - 6137_0467_(97571876_1)#page4.tif
source=KinderCare - US Security Release - Trademark (CS) - 6137_0467_(97571876_1)#page5.tif
source=KinderCare - US Security Release - Trademark (CS) - 6137_0467_(97571876_1)#page6.tif
source=KinderCare - US Security Release - Trademark (CS) - 6137_0467_(97571876_1)#page7.tif

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 Education LLC (the “Grantor”).

WHEREAS, the Grantor is party to the Second Lien Security Agreement, dated as of August 22, 2017 (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 22, 2017 (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 24, 2017, at Reel 6137, Frame 0467; 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.

* * * * *

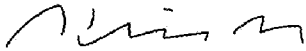
IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

Credit Suisse AG, Cayman Islands Branch



Name: Mikhail Faybusovich

Title: Authorized Signatory



Name: Heesu Sin

Title: Authorized Signatory

SCHEDULE A

TRADEMARK REGISTRATIONS

Registered Owner	Trademark Description	Registration / Appl. Date	Registration / Appl. Number
Kindercare Education LLC	ADVENTURE AHEAD!	5-Aug-15	86715998 (Pending ITU)
Kindercare Education LLC	Bell Tower Logo (Misc Design)	30-Jun-09	3646848
Kindercare Education LLC	BOOKSMARTS	25-Dec-12	4265043
Kindercare Education LLC	BRANCH DESIGN	6-Jul-99	2259820
Kindercare Education LLC	CAMBRIDGE & Design	31-Jan-12	4094312
Kindercare Education LLC	CAMBRIDGE ACADEMY	18-May-04	2842138
Kindercare Education LLC	CAMBRIDGE LEARNING CENTRE	14-Apr-92	1683354
Kindercare Education LLC	CAMBRIDGE PRESCHOOLS and Design	13-Mar-12	4112452
Kindercare Education LLC	CAMBRIDGE SCHOOLS and Design	31-Jan-12	4094313
Kindercare Education LLC	CAMP CAMBRIDGE	25-Sep-07	3298089
Kindercare Education LLC	CARE SELECT	25-Jul-13	86020285 (Pending ITU)
Kindercare Education LLC	CATCH THE WAVE	8-Apr-08	3410113
Kindercare Education LLC	CCLC	10-Jun-08	3444350

Kindergarten Education LLC	C CCLC & Design	27-Jan-09	3568316
Kindergarten Education LLC	CHAMPIONS	1-Aug-00	2373235
Kindergarten Education LLC	CHAMPIONS & Design (2009)	9-Apr-13	4317380
Kindergarten Education LLC	CHAMPIONS EXTENDED LEARNING and Design	16-Apr-13	4321297
Kindergarten Education LLC	CHAMPIONS SCIENCE ADVENTURES and Design	12-Mar-13	4301610
Kindergarten Education LLC	CHILDREN'S DISCOVERY CENTERS	1-Oct-91	1659140
Kindergarten Education LLC	CHILDREN'S WORLD	29-Dec-70	905288
Kindergarten Education LLC	CHILDREN'S WORLD LEARNING CENTERS	17-Jul-90	1606796
Kindergarten Education LLC	COOKING ADVENTURES	31-Aug-10	3842738
Kindergarten Education LLC	DAYBRIDGE	15-Sep-98	2189883
Kindergarten Education LLC	EARLY FOUNDATIONS	19-Jan-10	3739628
Kindergarten Education LLC	Geodesic Dome Logo (Misc Design)	12-Nov-02	2650339
Kindergarten Education LLC	GUIDED DISCOVERY	8-Nov-11	4051568
Kindergarten Education LLC	GUIDED DISCOVERY & DESIGN	13-Sep-11	4025062
Kindergarten Education LLC	IT'S ALL DESIGNED FOR LEARNING	18-Mar-14	4498246
Kindergarten Education LLC	KELSEY'S LEARNING ADVENTURES	25-Sep-07	3296777
Kindergarten Education LLC	KELSEY'S MATH ADVENTURES	25-Sep-07	3296778
Kindergarten Education LLC	KELSEY'S PHONICS	30-Oct-07	3322736

Education LLC	ADVENTURES		
Kindergarten Education LLC	KELSEY'S READING ADVENTURES	25-Sep-07	3296780
Kindergarten Education LLC	KELSEY'S SPANISH ADVENTURES	30-Oct-07	3322735
Kindergarten Education LLC	KNOWLEDGE BEGINNINGS	23-Jan-01	2423742
Kindergarten Education LLC	LEARNING ADVENTURES	25-Aug-09	3674061
Kindergarten Education LLC	MATH ADVENTURES	25-Aug-09	3674063
Kindergarten Education LLC	MERITOR	4-May-99	2243928
Kindergarten Education LLC	MUSIC ADVENTURES	17-Nov-15	4853055
Kindergarten Education LLC	NURTUREGREATNESS	16-Jun-15	4756711
Kindergarten Education LLC	PHONICS ADVENTURES	25-Aug-09	3674062
Kindergarten Education LLC	PLAYING & LEARNING WITH MOMMY	2-Aug-16	5063690
Kindergarten Education LLC	READ. SHARE. GIVE.	4-Sep-12	4203511
Kindergarten Education LLC	READING ADVENTURES	25-Aug-09	3674065
Kindergarten Education LLC	SCIENCE ADVENTURES	20-May-08	3430921
Kindergarten Education LLC	SPANISH ADVENTURES	25-Aug-09	3674064
Kindergarten Education LLC	SUCCESS BEGINS HERE	25-Nov-08	3539004
Kindergarten Education LLC	THE DO-RIGHT CREW	17-Feb-04	2815479
Kindergarten Education LLC	THE GROVE SCHOOL	9-Nov-10	3874580
Kindergarten Education LLC	THE GROVE SCHOOL &	7-Feb-12	4096561

Education LLC	DESIGN		
Kindercare Education LLC	The Grove School Tree Logo (Misc Design)	30-Nov-10	3884068
Kindercare Education LLC	TOGETHER WE INSPIRE	25-Nov-08	3538980
Kindercare Education LLC	WHERE LEARNING AND FUN COME TOGETHER	15-Jul-14	4567622
Kindercare Education LLC	WHERE LIFETIME LEARNING BEGINS	12-Oct-04	2892993
Knowledge Universe Education LLC	QUEST4FUN	17-Oct-95	1927401
Knowledge Universe Education LLC	QUEST4FUN!	24-Oct-95	1929224