

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brightside Academy, Inc.		10/23/2012	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Brightside Academy Holdings, Inc.		
Street Address:	1105 N. Market Street		
Internal Address:	Suite 1300		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3163763	BRIGHTSIDE ACADEMY EARLY CARE & EDUCATION	
Registration Number:	3163764	BRIGHTSIDE ACADEMY EARLY CARE & EDUCATION	
CORRESPONDENCE DATA			
Fax Number:	2159791020		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ccampbell@duanemorris.com		
Correspondent Name:	Christiane S. Campbell		
Address Line 1:	30 South 17th Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	E2029-00003		
NAME OF SUBMITTER:	Christiane S. Campbell		
Signature:	/Christiane S. Campbell/		

Date:

10/23/2012

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS

This Assignment is made effective as of the 23 day of October, 2012 between **BRIGHTSIDE ACADEMY, INC.**, a Pennsylvania Corporation with offices at 925 Liberty Avenue, 8th Floor, Pittsburgh, Pennsylvania 15222 ("Assignor"), and **BRIGHTSIDE ACADEMY HOLDINGS, INC.**, a Delaware corporation with offices at 1105 N. Market St. Suite 1300, Wilmington, Delaware 19801 ("Assignee").

WHEREAS, Assignor agrees to assign, transfer, convey and deliver to Assignee, and Assignee has agreed to acquire from Assignor, the trademark assets identified herein; and

WHEREAS, Assignor, is the owner of all right, title and interest in and to the trademarks and trademark registrations set forth on **Schedule A** (attached hereto and made a part hereof), including the goodwill specifically associated with such trademarks (the "Trademarks"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, the Trademarks.

NOW, THEREFORE, for the sum of one dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby freely acknowledged, Assignor does hereby assign, grant and convey to Assignee and its successors and assigns:


1. All right, title and interest in and to the Trademarks, together with the goodwill of the business associated with the use of and symbolized by the Trademarks, and the right to sue for past infringements and unauthorized uses of the Trademarks.
2. Assignor will, upon request of Assignee, execute any other documents which may be necessary or appropriate to perfect in Assignee the rights, title and interest herein conveyed in the United States or in any other country.
3. This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original; together, such counterparts shall constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

Brightside Academy, Inc. By: <u>[Signature]</u> Name: <u>Mark Kehoe</u> Title: <u>CEO</u> Date: <u>10/23/12</u>	Brightside Academy Holdings, Inc. By: <u>[Signature]</u> Name: <u>Colette Woodling</u> Title: <u>Secretary</u> Date: <u>10/23/12</u>
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SCHEDULE A

Trademarks and Trademark Registrations

Trademark	Registration No.
<p>BRIGHTSIDE ACADEMY EARLY CARE & EDUCATION</p>	3163763
 <p>Brightside ACADEMY Early Care & Education</p>	3163764