

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM301770

|                              |                          |
|------------------------------|--------------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT           |
| <b>NATURE OF CONVEYANCE:</b> | RELEASE BY SECURED PARTY |

## CONVEYING PARTY DATA

| Name  | Formerly | Execution Date | Entity Type           |
|---|----------|----------------|-----------------------|
| Toronto Dominion (Texas), Inc., as Collateral Agent |          | 02/13/1997     | CORPORATION: DELAWARE |

## RECEIVING PARTY DATA

|                        |  |
|------------------------|--|
| <b>Name:</b>           | KinderCare Learning Centers LLC, f/k/a KinderCare Learning Centers, Inc. |
| <b>Street Address:</b> | 650 N.E. Holladay, Suite 1400  |
| <b>City:</b>           | Portland   |
| <b>State/Country:</b>  | OREGON   |
| <b>Postal Code:</b>    | 97232  |
| <b>Entity Type:</b>    | LIMITED LIABILITY COMPANY: DELAWARE                                      |

## PROPERTY NUMBERS Total: 41

| Property Type  | Number   | Word Mark                               |
|----------------|----------|---|
| Serial Number: | 72342277 | KINDERCARE                              |
| Serial Number: | 73037233 | FOR THE PRE-SCHOOL TIME OF THEIR LIVES  |
| Serial Number: | 73187597 | KINDERCARE                              |
| Serial Number: | 73311236 | KINDUSTRY                               |
| Serial Number: | 73336735 | KINDEROO                                |
| Serial Number: | 73336738 | KLUBMATES                               |
| Serial Number: | 73357663 | KINDERCARE                              |
| Serial Number: | 73359691 | KINDERCARE                              |
| Serial Number: | 73458009 |   |
| Serial Number: | 73596663 |   |
| Serial Number: | 73699149 | KINDER BEAR                             |
| Serial Number: | 73749221 | MY WINDOW ON THE WORLD                  |
| Serial Number: | 73749226 | ONCE UPON A TIME ... HAPPILY EVER AFTER |
| Serial Number: | 73753309 | LET ME DO IT                            |
| Serial Number: | 73780420 | FOLLOW THE RAINBOW TO KINDER-CARE       |
| Serial Number: | 73782918 | FOLLOW THE RAINBOW TO KINDER-CARE       |
| Serial Number: | 73793564 | KINDERCARE AT WORK                      |
| Serial Number: | 73812880 | KINDERCARE                              |
| Serial Number: | 74019918 | CENTERLINE                              |

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| Property Type  | Number   | Word Mark                           |
|----------------|----------|-------------------------------------|
| Serial Number: | 74181947 | KINDERCARE WEAR                     |
| Serial Number: | 74184278 | HELPING AMERICA'S BUSIEST FAMILIES  |
| Serial Number: | 74247960 | MINI-SKOOL                          |
| Serial Number: | 74247961 | A CHILD'S PLACE                     |
| Serial Number: | 74257444 | KINDERCARE WOODEN TOYS              |
| Serial Number: | 74311850 |                                     |
| Serial Number: | 74330901 |                                     |
| Serial Number: | 74331003 | INTERGENERATIONAL SERVICES          |
| Serial Number: | 74347348 | SHARED CARE                         |
| Serial Number: | 74379656 | LOOK AT ME                          |
| Serial Number: | 74382930 | THE WHOLE CHILD IS THE WHOLE IDEA   |
| Serial Number: | 74396536 | LOOK AT ME!                         |
| Serial Number: | 74396622 | LET ME DO IT!                       |
| Serial Number: | 74396623 | INFANT CARE                         |
| Serial Number: | 74396624 | ONCE UPON A TIME HAPPILY EVER AFTER |
| Serial Number: | 74396625 | KINDERGARTEN                        |
| Serial Number: | 74396651 | MY WINDOW ON THE WORLD              |
| Serial Number: | 74403737 | TROPICAL FEVER                      |
| Serial Number: | 74412251 | KINDERCARE                          |
| Serial Number: | 74412265 | KINDERCARE                          |
| Serial Number: | 74425362 | KID'S CHOICE                        |
| Serial Number: | 74438523 | LET'S MOVE, LET'S PLAY              |

**CORRESPONDENCE DATA**

**Fax Number:** 2123548113

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 212-819-8200

**Email:** iprecordations@whitecase.com

**Correspondent Name:** Andrew Fessak/White & Case LLP

**Address Line 1:** 1155 Avenue of the Americas

**Address Line 2:** Patent and Trademark Department

**Address Line 4:** New York, NEW YORK 10036

**ATTORNEY DOCKET NUMBER:** 1111779-2464

**NAME OF SUBMITTER:** Andrew Fessak

**SIGNATURE:** /Andrew Fessak/

**DATE SIGNED:** 04/16/2014

**Total Attachments: 2**

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February 13, 1997

KinderCare Learning Centers, Inc.  
2400 Presidents Drive  
Montgomery, Alabama 36116

Attention: Sandra W. Scarr  
Chairman and Chief Executive Officer

Dear Sirs:

Reference is made to the Credit Agreement, dated as of June 2, 1994, as amended (as the same may be further amended, supplemented or otherwise modified from time to time as permitted by the Agreement Regarding IRB LC's (as defined below), the "Credit Agreement"), among KINDERCARE LEARNING CENTERS, INC., (the "Borrower"), the Lenders parties hereto, THE TORONTO-DOMINION BANK, as Facing Bank, and TORONTO DOMINION (TEXAS), INC., as Agent. Capitalized terms used herein and not otherwise defined herein are used as defined in the Credit Agreement.

The Agent, for itself and on behalf of the Lenders and the Facing Bank, hereby acknowledges (i) the satisfaction of all payment and other obligations of the Borrower and the other Loan Parties under the Credit Agreement and the other Loan Documents other than with respect to the obligations of Borrower under Facility B now or hereafter arising pursuant to the Agreement Regarding IRB LC's (as defined below) or pursuant to Section 12.2 of the Credit Agreement; (ii) that the Commitments, other than the Facility B Commitment, have been terminated pursuant to that certain Eighth Amendment to Credit Agreement dated of even date herewith between the Borrower, the Facing Bank, the Agent and The Toronto-Dominion Bank (the "Eight Amendment"); (iii) that Facility B is for the sole purpose of issuing the Existing IRB Letters of Credit (as defined in the Agreement Regarding IRB LC's) and no advances or other Letters of Credit may be requested or issued thereunder; and (iv) the Eighth Amendment is in full force and effect.

Accordingly, the Agent, for itself and on behalf of the Lenders and the Facing Bank, acknowledges and agrees that all security interests, liens, mortgages and assignments of Collateral under or in connection with the Credit Agreement and the other Loan Documents, other than (subject to the Agreement Regarding IRB LC's) its Lien on any Pledged Bonds and the proceeds thereof, are hereby terminated and released, and any documents, instruments, filings or notices evidencing any such terminated security interest, lien, mortgage or assignment are hereby cancelled and of no further force and effect. On and after the date hereof, the continuing effectiveness of the Borrower's obligations to reimburse and to pay fees and expenses in connection with the outstanding Facility B Letters of Credit under the Credit Agreement shall be subject to Agreement Regarding Replacement of IRB

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KinderCare Learning Centers, Inc.  
February 13, 1997  
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Letters of Credit, dated February 13, 1997 (the "Agreement Regarding IRB LC's"), among the Borrower, the Agent, The Facing Bank, The Chase Manhattan Bank and Regions Bank, formerly known as First Alabama Bank, as Trustee.

The Agent, for itself and on behalf of the Lenders and the Facing Bank agrees (i) to deliver all certificates or instruments evidencing Collateral under the Security Documents along with the stock powers related thereto, previously delivered to the Agent thereunder, (ii) to execute and deliver termination statements, including on form UCC-3, with respect to all filings previously made in connection with the Collateral other than with respect to the Pledged Bonds, (iii) that it shall have no right, title or interest whatsoever in, to or under any of the Collateral other than, subject to the provisions of the Agreement Regarding IRB LC's, the Pledged Bonds and the proceeds thereof, and (iv) promptly to execute and deliver such other terminations, documents, notices or instruments, and take such other actions, as may reasonably be requested by the Borrower from time to time to effectuate or evidence the termination and release referred to in the foregoing paragraph, provided, that all reasonable expenses incurred by the Agent in so doing shall be for the account of the Borrower.

This letter shall be governed by, and construed in accordance with, the laws of the State of New York.

By our signature below, we hereby agree with you to the foregoing as of the date first appearing above.

TORONTO DOMINION (TEXAS), INC.

By: *Diane Bailey*  
Name: DIANE BAILEY  
Title: VICE PRESIDENT

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