

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Knowledge Universe LLC		08/13/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Knowledge Universe 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: 1			
Property Type	Number	Word Mark	
Registration Number:	2423742	KNOWLEDGE BEGINNINGS	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<i>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.</i>			
Phone:	6175701000		
Email:	rthomas@goodwinprocter.com		
Correspondent Name:	Ryan E. Thomas		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	130545/242061		
NAME OF SUBMITTER:	Ryan E. Thomas		
SIGNATURE:	/RET/		
DATE SIGNED:	08/17/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of August 13, 2015 is made by Knowledge Universe LLC, a California limited liability company (“Assignor”), in favor of Knowledge Universe Education LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, in connection with the closing of the transactions contemplated by that certain Stock Purchase Agreement, dated as of July 8, 2015, between KUE U.S. LLC, a Delaware limited liability company and an affiliate of Assignor, KUEHG Corp., a Delaware corporation, KC Parent, LLC, a Delaware limited liability company, and KC Mergersub, Inc., a Delaware corporation (the “Stock Purchase Agreement”), Assignor wishes to assign, transfer and convey to Assignee, and Assignee wishes to accept and assume from Assignor, Assignor’s ownership rights in the service mark KNOWLEDGE BEGINNINGS, and goodwill associated therewith;

NOW, THEREFORE, in consideration of the mutual premises and covenants set forth herein and in the Stock Purchase Agreement, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are mutually acknowledged by each party, it is agreed as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to the following (the “Assigned Trademark”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

(a) the service mark KNOWLEDGE BEGINNINGS;

(b) the trademark registration set forth on Schedule 1 hereto and all extensions and renewals thereof;

(c) all common law rights and other rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the US Patent and Trademark Office and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee, at Assignee's cost and expense, to transfer ownership of the Assigned Trademark including, but not limited to, assignments, transfers and related powers of attorney.

3. Disclaimers. Assignor makes no representations, warranties, covenants, agreements or indemnities, and hereby disclaims all implied warranties, with respect to the validity of, or Assignor's or Assignee's ability to use, register or enforce the Assigned Trademark.

4. General.

(a) Entire Agreement. This Trademark Assignment, together with all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with the laws of the State of Delaware, without giving effect to principles or rules of conflicts of laws to the extent such principles would require or permit the application of the laws of another jurisdiction.

(d) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

KNOWLEDGE UNIVERSE LLC
a California limited liability company

By: _____

Name: Stanley E. Maron

Title: Secretary

**KNOWLEDGE UNIVERSE
EDUCATION LLC**
a Delaware limited liability company

By: _____

Name: John T. Wyatt

Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

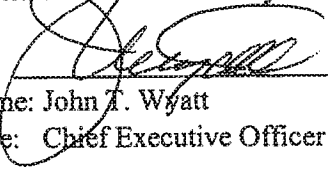
TRADEMARK
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IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

KNOWLEDGE UNIVERSE LLC
a California limited liability company

By: _____
Name:
Title:

**KNOWLEDGE UNIVERSE
EDUCATION LLC**
a Delaware limited liability company

By: 
Name: John J. Wyatt
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

TRADEMARK
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SCHEDULE 1

ASSIGNED TRADEMARK

Word Mark	KNOWLEDGE BEGINNINGS
Goods and Services	C 041. US 100 101 107. G & S: educational services, namely [,] providing [courses of instruction, classes, tutoring, and workshops for pre-school,] * classes for preschool and * elementary [and secondary] school students. FIRST USE: 19991101. FIRST USE IN COMMERCE: 19991101 IC 042. US 100 101. G & S: day care and child care services. FIRST USE: 19991101. FIRST USE IN COMMERCE: 19991101
Serial Number	75478144
Filing Date	April 30, 1998
Registration Number	2423742
Registration Date	January 23, 2001