

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816795

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
Name:	KINDERCARE LEARNING CENTERS LLC
Street Address:	650 NE Holladay Street
Internal Address:	Ste 1400
City:	Portland
State/Country:	OREGON
Postal Code:	97232
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5088176	K KINDERCARE EDUCATION
Registration Number:	4853055	MUSIC ADVENTURES
Registration Number:	5063690	PLAYING & LEARNING WITH MOMMY
Serial Number:	87185226	KINDERCARE EDUCATION
Serial Number:	87185204	KINDERCARE EDUCATION
Serial Number:	86715998	ADVENTURE AHEAD!

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

TRADEMARK

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: 4

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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 Education LLC and KinderCare Learning Centers LLC (each a “Grantor”).

WHEREAS, each 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 each Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which each 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 Education LLC, KinderCare Learning Centers LLC and the Collateral Agent dated August 22, 2017 (the “Trademark Security Agreement”), each 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 Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“PTO”) on August 23, 2017, at Reel 6136, Frame 0690; and

WHEREAS, each Grantor has paid its of their 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, each 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 each 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.

* * * * *

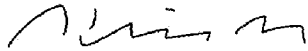
IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

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 Learning Centers LLC	K KINDERCARE EDUCATION	22-Nov-16	5088176
Kindercare Learning Centers LLC	K KINDERCARE EDUCATION	27-Sept-16	87-185226
Kindercare Learning Centers LLC	KINDERCARE EDUCATION	27-Sept-16	87-185204
Kindercare Education LLC	ADVENTURE AHEAD!	5-Aug-15	86715998 Pending ITU
Kindercare Education LLC	MUSIC ADVENTURES	17-Nov-15	4853055
Kindercare Education LLC	PLAYING& LEARNING WITH MOMMY	18-Oct-16	5063690