

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM1204586

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cadence Education, LLC		05/01/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Wilmington Trust, National Association, as Collateral Agent		
<b>Street Address:</b>	1100 N. Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	National Banking Association: DELAWARE		
<b>PROPERTY NUMBERS Total: 40</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86666663	A CADENCE EDUCATION SCHOOL	
<b>Serial Number:</b>	87093544	A CADENCE EDUCATION SCHOOL OF EXCELLENCE	
<b>Serial Number:</b>	87093534	A CADENCE EDUCATION SCHOOL OF EXCELLENCE	
<b>Serial Number:</b>	88715307	AMERICAN ROAD TRIP SUMMER ADVENTURE	
<b>Serial Number:</b>	76550246	APPLE TREE CHILDREN'S CENTER	
<b>Serial Number:</b>	78819556	C	
<b>Serial Number:</b>	78808215	C	
<b>Serial Number:</b>	86666678	CADENCE ACADEMY PRESCHOOL	
<b>Serial Number:</b>	86666672	CADENCE EDUCATION	
<b>Serial Number:</b>	86742060	CADENCE EDUCATION	
<b>Serial Number:</b>	86742062	CADENCE EDUCATION	
<b>Serial Number:</b>	88733804	CADENCE EDUCATION: FAMILY FIRST	
<b>Serial Number:</b>	88132405	CAMP SECRET AGENT	
<b>Serial Number:</b>	88733799	CAMP SECRET AGENT AN INTERNATIONAL SPY ADVENTURE BY CADENCE EDUCATION	
<b>Serial Number:</b>	85066833	CANTERBURY ACADEMY	
<b>Serial Number:</b>	78808198	CANTERBURY PREPARATORY SCHOOL	
<b>Serial Number:</b>	87094750	EST. 1985 A CHILD'S PLACE FOR DISCOVERY	
<b>Serial Number:</b>	75445269	GATEWAY ACADEMY	

OP \$1015.00.00 86666663

Property Type	Number	Word Mark
Serial Number:	88714878	KINDCHILD BY CADENCE EDUCATION
Serial Number:	88714868	KINDERGARTENCLUB BY CADENCE EDUCATION 1+ 2 ABC
Serial Number:	76486923	MINI-SKOOL
Serial Number:	76486575	MINI-SKOOL A CHILD'S PLACE
Serial Number:	85534646	NEXT GENERATION CHILDREN'S CENTERS
Serial Number:	85534564	NGCC
Serial Number:	86785830	PHOENIX CHILDREN'S ACADEMY PRIVATE PRESCHOOL
Serial Number:	86785835	PHOENIX CHILDREN'S ACADEMY PRIVATE PRESCHOOL
Serial Number:	86780714	SMALLER SCHOLARS MONTESSORI ACADEMY
Serial Number:	86780712	SMALLER SCHOLARS MONTESSORI ACADEMY
Serial Number:	87071358	SUNBROOK ACADEMY
Serial Number:	75527817	SUNBROOK ACADEMY
Serial Number:	88760725	THE BIG SHOW
Serial Number:	88714882	THE CLUBHOUSE WHERE EDUCATION MEETS ADVENTURE
Serial Number:	73417698	THE PEANUT GALLERY
Serial Number:	86785838	THE PHOENIX SCHOOLS PRIVATE K - 8
Serial Number:	77757543	WEST COUNTY DAY SCHOOL
Serial Number:	75009581	WINWOOD CHILDREN'S CENTER
Serial Number:	88714873	WORLD ODYSSEY SUMMER ADVENTURE
Serial Number:	90453653	THE CLUBHOUSE WHERE EDUCATION MEETS ADVENTURE
Serial Number:	97975653	CADENCE ACADEMY MONTESSORI
Serial Number:	97975654	CADENCE ACADEMY MONTESSORI

**CORRESPONDENCE DATA**

**Fax Number:** 2127514864

*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:** 2129061209

**Email:** jess.bajada-bartlett@lw.com

**Correspondent Name:** Mrs. Jessica Bajada-Bartlett

**Address Line 1:** 1271 Avenue of the Americas

**Address Line 4:** New York, NEW YORK 10020

**ATTORNEY DOCKET NUMBER:** 038507-0882

**NAME OF SUBMITTER:** Jessica Bajada-Bartlett

**SIGNATURE:** Jessica Bajada-Bartlett

**DATE SIGNED:** 05/01/2024

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Short Form IP Security Agreement”) dated May 1, 2024, is made by Cadence Education, LLC, a Delaware limited liability company and Montclare Children’s School, LLC, a New York limited liability company (each, a “Grantor”, and collectively, the “Grantors”) in favor of Wilmington Trust, National Association, as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Sunshine AcquisitionCo Inc., a Delaware corporation (“Holdings”), Sunshine Cadence HoldCo, LLC, a Delaware limited liability company (the “Initial Borrower”), Sunshine Cadence Parent, LLC, a Delaware limited liability company (the “Parent Co-Borrower”), Sunshine Cadence MidCo, LLC., a Delaware limited liability company (the “MidCo Co-Borrower”), Sunshine Cadence Buyer, LLC., a Delaware limited liability company (the “Buyer Co-Borrower” and, together with the Parent Co-Borrower and the MidCo Co-Borrower, each, a “Co-Borrower” and, collectively, the “Co-Borrowers”; the Co-Borrowers, together with the Initial Borrower, each, a “Borrower”, and collectively, the “Borrowers”), Wilmington Trust, National Association, as Administrative Agent and Collateral Agent (the “Administrative Agent”) and each lender from time to time party thereto (collectively, the “Lenders” and, individually, a “Lender”) have entered into the Credit Agreement dated May 1, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to extend credit to the Borrowers, the L/C Issuers have severally agreed to issue Letters of Credit for the account of the Borrowers, the Hedge Banks have agreed to enter into the Secured Hedge Agreements and the Cash Management Banks have agreed to enter into the Cash Management Agreements, in each subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated May 1, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to extend credit, of the L/C Issuers to issue Letters of Credit, of the Hedge Banks to enter into the Secured Hedge Agreements and of the Cash Management Banks to enter into the Cash Management Agreements.

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed as a condition thereof to execute this Short Form IP Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”): the United States registered Trademarks (as defined in the Security Agreement) and Trademarks for which United States applications are pending set forth in Schedule A hereto, together with all goodwill associated therewith.

SECTION 2. Recordation. This Short Form IP Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Short Form IP Security Agreement.

SECTION 3. Execution in Counterparts. This Short Form IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This Short Form IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Short Form IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Governing Law. This Short Form IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Severability. In case any one or more of the provisions contained in this Short Form IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each Grantor has caused this Short Form IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

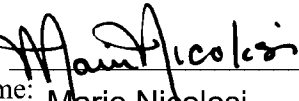
**CADENCE EDUCATION, LLC,**  
as Grantor

DocuSigned by:  
By: Gregory J. Iverson  
Name: Gregory J. Iverson  
Title: Chief Financial Officer

**MONTCLARE CHILDREN'S SCHOOL, LLC**  
as Grantor



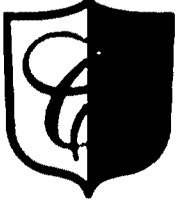

DocuSigned by:  
By: Gregory J. Iverson  
Name: Gregory J. Iverson  
Title: Secretary

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Collateral Agent







By:   
Name: Marie Nicolosi  
Title: Vice President





SCHEDULE A

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<b>Trademark</b>	<b>App. No. / Date</b>	<b>Registration No. / Date</b>	<b>Owner</b>
A CADENCE EDUCATION SCHOOL	86666663 06/18/2015	5125178 01/17/2017	Cadence Education, LLC
A CADENCE EDUCATION SCHOOL OF EXCELLENCE and design 	87093544 07/05/2016	5154903 03/07/2017	Cadence Education, LLC
A CADENCE EDUCATION SCHOOL OF EXCELLENCE	87093534 07/05/2016	5154902 03/07/2017	Cadence Education, LLC
AMERICAN ROAD TRIP SUMMER ADVENTURE and design 	88715307 12/04/2019	6479703 09/07/2021	Cadence Education, LLC
APPLE TREE CHILDREN'S CENTER	76550246 10/09/2003	2909966 12/14/2004	Cadence Education, LLC
C and design 	78819556 02/21/2006	3401807 03/25/2008	Cadence Education, LLC
C and design 	78808215 02/06/2006	3401799 03/25/2008	Cadence Education, LLC
CADENCE ACADEMY PRESCHOOL	86666678 06/18/2016	5032925 08/30/2016	Cadence Education, LLC
CADENCE EDUCATION	86666672 06/18/2015	5032924 08/30/2016	Cadence Education, LLC



Trademark	App. No. / Date	Registration No. / Date	Owner
CADENCE EDUCATION and design 	86742060 08/31/2015	5046811 09/20/2016	Cadence Education, LLC
CADENCE EDUCATION and design 	86742062 08/31/2015	5051140 09/27/2016	Cadence Education, LLC
CADENCE EDUCATION: FAMILY FIRST	88733804 12/19/2019	6521481 10/12/2021	Cadence Education, LLC
CAMP SECRET AGENT and design 	88132405 09/26/2018	5756217 05/21/2019	Cadence Education, LLC
CAMP SECRET AGENT AN INTERNATIONAL SPY ADVENTURE BY CADENCE EDUCATION and design 	88733799 12/19/2019	7169986 9/19/2023	Cadence Education, LLC
CANTERBURY ACADEMY	85066833 06/18/2010	3937162 03/29/2011	Cadence Education, LLC
CANTERBURY PREPARATORY SCHOOL	78808198 02/06/2006	3287933 09/04/2007	Cadence Education, LLC
EST. 1985 A CHILD'S PLACE FOR DISCOVERY and design 	87094750 07/06/2016	5991458 02/18/2020	Cadence Education, LLC
GATEWAY ACADEMY	75445269 03/05/1998	2305386 01/04/2000	Cadence Education, LLC
KINDCHILD BY CADENCE EDUCATION and design 	88714878 12/04/2019	6112072 07/28/2020	Cadence Education, LLC

Trademark	App. No. / Date	Registration No. / Date	Owner
KINDERGARTENCLUB BY CADENCE EDUCATION 1 + 2 ABC and design 	88714868 12/04/2019	6145826 09/08/2020	Cadence Education, LLC
MINI-SKOOL	76486923 01/24/2003	2829486 04/06/2014	Cadence Education, LLC
MINI-SKOOL A CHILDREN'S PLACE	76486575 01/24/2003	2831528 04/13/2004	Cadence Education, LLC
NEXT GENERATION CHILDREN'S CENTERS	85534646 02/06/2012	4423820 10/29/2013	Cadence Education, LLC
NGCC and design 	85534564 02/06/2012	4224804 10/16/2012	Cadence Education, LLC
PHOENIX CHILDREN'S ACADEMY PRIVATE PRESCHOOL and design 	86785830 10/13/2015	5135383 02/07/2017	Cadence Education, LLC
PHOENIX CHILDREN'S ACADEMY PRIVATE PRESCHOOL and design	86785835 10/13/2015	5135384 02/07/2017	Cadence Education, LLC
SMALLER SCHOLARS MONTESSORI ACADEMY	86780714 10/07/2015	5084993 11/22/2016	Cadence Education, LLC
SMALLER SCHOLARS MONTESSORI ACADEMY	86780712 10/07/2015	5084992 11/22/2016	Cadence Education, LLC
SUNBROOK ACADEMY and design 	87071358 06/14/2016	5136751 02/07/2017	Cadence Education, LLC
SUNBROOK ACADEMY	75527817 07/30/1998	2261170 07/13/1999	Cadence Education, LLC

Trademark	App. No. / Date	Registration No. / Date	Owner
THE BIG SHOW and design 	88760725 01/15/2020	6091100 06/30/2020	Cadence Education, LLC
THE CLUBHOUSE WHERE EDUCATION MEETS ADVENTURE and design 	88714882 12/04/2019	6821553 08/16/2022	Cadence Education, LLC
THE PEANUT GALLERY	73417698 03/17/1983	1298138 09/25/1984	Cadence Education, LLC
THE PHOENIX SCHOOLS PRIVATE K – 8 and design 	86785838 10/13/2015	5135385 02/07/2017	Cadence Education, LLC
WEST COUNTY DAY SCHOOL	77757543 06/11/2009	3797794 06/01/2010	Cadence Education, LLC
WINDWOOD CHILDREN'S CENTER	75009581 10/24/1995	2241717 04/27/1999	Cadence Education, LLC
WORLD ODYSSEY SUMMER ADVENTURE and design 	88714873 12/04/2019	6112071 6/28/2020	Cadence Education, LLC
MONTCLARE CHILDREN'S SCHOOL and design 	88443463 05/23/2019	5931278 12/10/2019	Montclare Children's School, LLC

Trademark	App. No. / Date	Registration No. / Date	Owner
<p>THE CLUBHOUSE WHERE EDUCATION MEETS ADVENTURE and design</p> 	<p>90453653 01/07/2021</p>	<p>6560254 11/16/2021</p>	<p>Cadence Education, LLC</p>
<p>CADENCE ACADEMY MONTESSORI</p> 	<p>97975653 9/28/2021</p>	<p>7102220 7/4/2023</p>	<p>Cadence Education, LLC</p>
<p>CADENCE ACADEMY MONTESSORI</p>	<p>97975654 9/28/2021</p>	<p>7102221 7/4/2023</p>	<p>Cadence Education, LLC</p>