

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BANK OF AMERICA, N.A. (formerly NationsBank, N.A.)

- Individual(s)
- General Partnership
- Corporation-State
- Other National Banking Association
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Change of Agent
- Merger
- Change of Name

Execution Date: February 5, 2002

2. Name and address of receiving party(ies)

Name: U.S. BANK NATIONAL ASSOCIATION

Internal Address: SL-MO-T7CP / Attn. David L. Orf

Street Address: One U.S. Bank Plaza, 505 North 7th St.

City: St. Louis State: MO Zip: 63101

- Individual(s) citizenship
- Association National Banking Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/430,546

B. Trademark Registration No.(s) 2,631,040

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian J. Hubbard

Internal Address: Haynes and Boone, LLP

Street Address: 901 Main St., Suite 3100

City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41).....\$ 415.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-1394

DO NOT USE THIS SPACE

9. Signature.

Brian J. Hubbard  
Name of Person Signing

  
Signature

Jan. 24, 2003  
Date

Total number of pages including cover sheet, attachments, and document: 19

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

Docket No. 30570.8

Atty Docket No. 30570.8  
Customer No. 27683

**Trademark Recordation Cover Sheet - page 2**

**4.B cont.**

LA PETITE ACADEMY KIDS STATION & Design	2,662,178
LA PETITE ACADEMY & Design	2,512,152
MONTESSORI UNLIMITED CARING COMMITMENT EXCELLENCE & Design	2,469,554
CAMP IMAGINATION! & Design	2,443,839
LA PETITE ACADEMY VISION 2000 & Design	2,313,106
BUILDING THE FUTURE. ONE CHILD AT A TIME.	2,313,105
Design (Toy Soldier)	2,002,573
SUPERSTAR CLUB	1,884,025
LA PETITE JOURNEY & Design	1,845,961
LA PETITE JOURNEY	1,717,005
Design (Toy Soldier)	1,651,762
LA PETITE ACADEMY THE PARENT'S PARTNER PRESCHOOL & CHILD CARE & Design	1,617,106
LA PETITE ACADEMY	1,307,458
LA PETITE ACADEMY & Design	1,274,591

AMENDMENT NO. 4 TO LOAN DOCUMENTS AND APPOINTMENT AND ACCEPTANCE AGREEMENT

THIS AMENDMENT NO. 4 TO LOAN DOCUMENTS AND APPOINTMENT AND ACCEPTANCE AGREEMENT (this "Agreement") is entered into as of February 5, 2002, among LA PETITE ACADEMY, INC., a Delaware corporation ("Borrower"), LPA HOLDING CORP., a Delaware corporation ("Holdings"), Required Lenders under the Credit Agreement (defined below), BANK OF AMERICA, N.A. (formerly NationsBank, N.A.), in its capacity as the existing Administrative Agent, Documentation Agent, and Collateral Agent for the Lenders under the Credit Agreement and as existing Issuing Bank and Swingline Lender (in such capacities, "Resigning Administrative Agent"), and U.S. BANK NATIONAL ASSOCIATION, as successor to Resigning Administrative Agent in the capacities of successor Administrative Agent, Documentation Agent, and Collateral Agent for the Lenders under the Credit Agreement and as successor Issuing Bank and Swingline Lender (in such capacities, "Successor Administrative Agent"). Unless otherwise defined in this Agreement, capitalized terms used herein shall have the meaning set forth in the Credit Agreement.

RECITALS

A. Borrower, Holdings, the Lenders, the Administrative Agent, and JPMorgan Chase Bank (formerly The Chase Manhattan Bank) ("JPMorgan Chase") entered into that certain Credit Agreement, dated as of May 11, 1998 (as previously amended and modified by Amendment No. 1, dated as of December 13, 1999, Amendment No. 2, dated as of June 29, 2000, Amendment No. 3, dated as of November 14, 2001, and as otherwise amended, modified, supplemented, or restated from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, Borrower, Holdings, and other Loan Parties have entered into various other Loan Documents.

C. Resigning Administrative Agent has resigned as Administrative Agent, Documentation Agent, Collateral Agent, and desires to resign as Issuing Bank and Swingline Lender.

D. Upon and subject to the terms and conditions specified in the Credit Agreement, (1) the Required Lenders desire to appoint Successor Administrative Agent as successor Administrative Agent, Documentation Agent, Collateral Agent, Issuing Bank, and Swingline Lender, (2) Successor Administrative Agent desires to accept such appointment, and (3) Borrower desires to consent to such appointment.

E. The Required Lenders and the appropriate Loan Parties have agreed to modify the relevant Loan Documents to reflect the appointment of Successor Administrative Agent.

NOW, THEREFORE, in consideration of these premises and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

- 1. General. Unless otherwise indicated, all Article and Section references herein are to Articles and Sections of the Credit Agreement, and all paragraph references herein are to Paragraphs in this Agreement.
2. Resignation. Resigning Administrative Agent resigns as Issuing Bank and Swingline Lender and, pursuant to the Letter Agreement dated as of November 15, 2001, has resigned as Administrative Agent, Documentation Agent, and Collateral Agent.

### 3. Appointment.

3.1 The Required Lenders appoint Successor Administrative Agent to succeed Resigning Administrative Agent as Administrative Agent, Documentation Agent, Collateral Agent, Issuing Bank, and Swingline Lender under the Credit Agreement and the other Loan Documents.

3.2 Notwithstanding the appointment of Successor Administrative Agent, in order to minimize the administrative cost and expense associated with the transfer of certain of the duties and responsibilities of Issuing Bank under the Credit Agreement and other Loan Documents from Resigning Administrative Agent to Successor Administrative Agent, the parties hereby agree as follows:

(a) Resigning Administrative Agent and JPMorgan Chase, as applicable, shall continue to be the issuers of the existing Letters of Credit issued and outstanding on the date hereof under the Credit Agreement as listed on *Schedule 1* attached hereto (the "*Existing Letters of Credit*") until the earlier to occur of (i) the expiry of the Existing Letters of Credit or (ii) the date upon which Successor Administrative Agent has issued replacement Letters of Credit therefor which have been accepted by the beneficiary thereof (and such beneficiary has returned the originals of the Existing Letters of Credit to Resigning Administrative Agent or JPMorgan Chase, as applicable). Resigning Administrative Agent and JPMorgan Chase, as applicable, shall provide such reports and other information to Borrower, Successor Administrative Agent, and the Lenders consistent with their respective past practice for these activities. Resigning Administrative Agent shall be entitled to all rights as Issuing Bank under the Credit Agreement with respect to the Existing Letters of Credit, including, without limitation, (x) reimbursement by Borrower for draws under any such outstanding Existing Letters of Credit issued by it, and (y) if not previously reimbursed or repaid by Borrower, require each Lender to fund its participation in such Existing Letter of Credit, all in accordance with the applicable terms and provisions of the Credit Agreement (with Resigning Administrative Agent being deemed to be the "*Administrative Agent*" for such purposes).

(b) Resigning Administrative Agent and Borrower shall cooperate with Successor Administrative Agent to properly reflect the change of Collateral Agent with respect to the Collateral and shall promptly execute and deliver any documentation reasonably requested from time to time by Successor Administrative Agent in order to preserve and protect the Liens in favor of the Lenders on such Collateral; *provided, however*, that at the request of Successor Administrative Agent, (i) Resigning Administrative Agent shall remain the mortgagee, assignee, and secured party of record as the Collateral Agent for the benefit of the Secured Parties with respect to all or any portion of the Collateral, (ii) any and all mortgages, security agreements, financing statements, control agreements, and other documents, instruments, and agreements creating, evidencing, or relating to any Liens on such Collateral held by Resigning Administrative Agent as Collateral Agent for the Lenders shall be, and be deemed to be, modified and supplemented such that such Liens shall be held by Successor Administrative Agent as Collateral Agent for the Lenders, and (iii) Resigning Administrative Agent shall take such actions as directed by Successor Administrative Agent with respect to the release or modification of, or the exercise of any rights or remedies regarding any such Collateral consistent with the terms of the Loan Documents. Resigning Administrative Agent and Borrower shall promptly execute and deliver any documentation requested from time to time by Successor Administrative Agent to evidence such Resigning Administrative Agent's capacity as Collateral Agent for the Lenders.

(c) Resigning Administrative Agent shall deliver all possessory Collateral to Successor Administrative Agent as soon as possible, but no later than February 28, 2002. Until the delivery of such possessory Collateral to Successor Administrative Agent, Resigning Administrative Agent shall hold such possessory Collateral in trust for Successor Administrative Agent.

(d) All expenses and costs incurred by Resigning Administrative Agent in connection with this Agreement or in the performance thereof, whether now or in the future, including reasonable attorney fees, shall, upon demand, be paid by Borrower or if not paid by Borrower shall be paid by Successor Administrative Agent on behalf of the Lenders.

4. **Consent.** Borrower consents to such appointment of Successor Administrative Agent as Administrative Agent, Documentation Agent, Collateral Agent, Issuing Bank, and Swingline Lender.

5. **Acceptance.** Successor Administrative Agent accepts such appointment as Administrative Agent, Documentation Agent, Collateral Agent, Issuing Bank, and Swingline Lender.

6. **Assignment.** Resigning Administrative Agent transfers, assigns, and conveys to Successor Administrative Agent, for the benefit of the Secured Parties, all right, title, and interest in the Collateral.

7. **Amendment.**

7.1 The Credit Agreement and each other applicable Loan Document is deemed amended to reflect the appointment of Successor Administrative Agent as Administrative Agent, Documentation Agent, Collateral Agent, Issuing Bank (except with regard to the Existing Letters of Credit), and Swingline Lender under the Credit Agreement, and all references therein to Administrative Agent, Documentation Agent, Collateral Agent, Issuing Bank (except with regard to the Existing Letters of Credit), and Swingline Lender shall be to Successor Administrative Agent.

7.2 The applicable notice provisions in the Loan Documents are amended by replacing the contact information for Administrative Agent, Documentation Agent, Collateral Agent, Issuing Bank, and Swingline Lender with the following:

U.S. Bank National Association  
Mail Code: SL-TW-12MP  
7<sup>th</sup> and Washington  
St. Louis, MO 63101  
Attention: Karen D. Myers, Senior Vice President

*different now*

8. **Conditions Precedent.** This Agreement shall not be effective until the following conditions have been satisfied:

8.1 **Documentation.** Receipt by Successor Administrative Agent of counterparts of this Agreement executed by Borrower, Holdings, Resigning Administrative Agent, Successor Administrative Agent, and the Required Lenders.

8.2 **Fees and Expenses.** The payment by Borrower of (a) the fees set forth in that certain letter agreement dated as of the date hereof between Borrower and Successor Administrative Agent (as amended or modified from time to time) relating to the payment of Borrower of certain administrative agent and other fees, (b) all out-of-pocket expenses incurred to date by Resigning Administrative Agent in connection with the negotiation, preparation, execution, and delivery of this Agreement and the other transactions contemplated herein, and in connection with the Credit Agreement including, without limitation, the legal fees and expenses of Moore & Van Allen, PLLC, counsel to Resigning Administrative Agent, (c) all out-of-pocket expenses incurred to date by Successor Administrative Agent in connection with the negotiation, preparation, execution, and delivery of this Agreement and the other transactions contemplated herein, including without limitation the legal fees and expenses of Haynes and Boone, LLP, counsel to Successor

Administrative Agent, and (d) all out-of-pocket expenses incurred to date by KZH - Highland 2 LLC, Pamco Cayman LTD and SRV - Highland, Inc. (together with any other Lender managed by or affiliated with Highland Capital Management, L.P., the "**Highland Lenders**") in connection with the negotiation, preparation, execution, and delivery of this Agreement and the other transactions contemplated herein, including without limitation the legal fees and expenses of Haynes and Boone, LLP.

## 9. Miscellaneous.

9.1 Ratification of Credit Agreement and other Loan Documents. The terms "**Credit Agreement**" and "**Agreement**" as used in each of the Loan Documents shall hereafter mean the Credit Agreement as amended by this Agreement. Each reference to any Loan Document in any other Loan Document shall mean such Loan Document as amended by this Agreement. *Except* as herein specifically agreed, the Credit Agreement and other applicable Loan Documents are hereby ratified and confirmed and shall remain in full force and effect according to its terms.

9.2 Authority/Enforceability. Each party hereto represents and warrants that (a) it has taken all necessary action to authorize the execution, delivery, and performance of this Agreement, (b) this Agreement has been duly executed and delivered by such Person and constitutes such Person's legal, valid, and binding obligations, enforceable in accordance with its terms, *except* as such enforceability may be subject to (i) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or similar laws affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity), and (c) no material consent, approval, authorization, or order of, or filing, registration, or qualification with, any court or Governmental Authority or third party is required in connection with the execution, delivery, or performance by such Person of this Agreement.

9.3 Representation and Warranties. Borrower and Holdings represent and warrant to the Lenders that (a) the representations and warranties of Borrower and Holdings set forth in *Article III* of the Credit Agreement qualified as to materiality are true and correct as of the date hereof and those not so qualified are true and correct in all material respects as of the date hereof, *except*, in each case, for those that specifically relate to an earlier date; (b) no event has occurred and is continuing which constitutes a Default or an Event of Default; and (c) the Security Documents create a valid security interest in, and Lien upon, the Collateral.

9.4 Financing Statement Authorization; Revised UCC. Borrower hereby irrevocably authorizes Successor Administrative Agent and each Secured Party (as defined in the Security Agreement) at any time and from time to time to file in any UCC jurisdiction any initial financing statements and amendments thereto (without the requirement for Borrower's signature thereon) that (i) indicate the Collateral (A) as all assets of Borrower or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of *Article 9* of the UCC of the state or such jurisdiction or whether such assets are included in the Collateral under the Credit Agreement or the other Loan Documents, or (B) as being of an equal or lesser scope or with greater detail, and (ii) contain any other information required by *Article 9* of the UCC of the state or such jurisdiction for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether Borrower is an organization, the type of organization, and any organization identification number issued to Borrower and, (B) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Borrower agrees to furnish any such information to Successor Administrative Agent and each Secured Party, as applicable, promptly upon request. Successor Administrative Agent, Resigning Administrative Agent, the Lenders, and Borrower hereby confirm and acknowledge that all references to the UCC as in effect in Delaware (or, with respect to Bright Start, Inc., the State of Minnesota) or any other jurisdiction in the Credit Agreement or the other Loan Documents shall

be to the UCC as enacted in the State of Delaware (or, with respect to Bright Start, Inc., the State of Minnesota) or such other jurisdiction, as amended or modified and in effect at the time in question. Any references to the UCC in the Credit Agreement and other Loan Documents are hereby deemed to be revised accordingly.

9.5 General Release. In consideration of the Required Lenders entering into this Agreement, Borrower hereby releases Resigning Administrative Agent, Successor Administrative Agent, the Lenders, and their respective officers, employees, representatives, agents, counsel, and directors from any and all actions, causes of action, claims, demands, damages, and liabilities of whatever kind or nature, in law or in equity, now known or unknown, suspected or unsuspected to the extent that any of the foregoing arises from any action or failure to act under the Credit Agreement on or prior to the date hereof.

9.6 Counterparts/Telecopy. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of executed counterparts by telecopy shall be effective as an original and shall constitute a representation that an original will be delivered if requested.

9.7 Further Assurances Regarding Collateral Documentation. At any time and from time to time, upon request of Successor Administrative Agent, and at Borrower's sole expense, Borrower shall promptly (but in any event within ten days after such request) execute and deliver or cause to be executed and delivered all such further documents, instruments, financing statements, control agreements, or other agreements as Successor Administrative Agent may reasonably deem necessary or appropriate to (i) transfer or assign any Lien in the Collateral from Resigning Administrative Agent to Successor Administrative Agent, for the benefit of the Secured Parties, or (ii) create, preserve, or perfect any Lien on the Collateral granted to Resigning Administrative Agent or Successor Administrative Agent for the benefit of the Secured Parties, such that any such Liens shall constitute first priority Liens in favor of the Lenders (subject, however, to any Liens permitted by the Credit Agreement which would have priority over such Liens), and (iii) carry out the provisions and purposes of this Agreement, or to enable Successor Administrative Agent to exercise and enforce its rights and remedies under the Credit Agreement and the other Loan Documents with respect to any of the Collateral.

9.8 Further Assurances. Borrower agrees to promptly take such action, upon the reasonable request of the Required Lenders, as is reasonably necessary to carry out the intent of this Agreement, the Security Documents, and the Loan Documents, including, but not limited to, such actions as are necessary to ensure that the Lenders have a perfected security interest in the Collateral subject to no Liens *other than* the Liens permitted by *Section 6.02* of the Credit Agreement.

9.9 **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

*[Remainder of page intentionally blank.  
Signature pages follow.]*

Signature Page to Amendment No. 4 to Loan Documents and Appointment and Acceptance Agreement dated as of the date first set forth above, among Borrower, Holdings, Resigning Administrative Agent, Successor Administrative Agent, and the Required Lenders.

**BORROWER:**

**LA PETITE ACADEMY INC.**

By:   
Name: Jeffrey Fletcher  
Title: CFO

**HOLDINGS:**

**LPA HOLDING CORP.**

By:   
Name: Jeffrey Fletcher  
Title: CFO

**Signature Page to Amendment No. 4 to Loan Documents  
and Appointment and Acceptance Agreement**



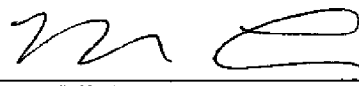
Signature Page to Amendment No. 4 to Loan Documents and Appointment and Acceptance Agreement dated as of the date first set forth above, among Borrower, Holdings, Resigning Administrative Agent, Successor Administrative Agent, and the Required Lenders.

**BANK OF AMERICA, N.A. (formerly NationsBank, N.A.)**

By:   
Name: James W. Ford  
Title: Managing Director

Signature Page to Amendment No. 4 to Loan Documents and Appointment and Acceptance Agreement dated as of the date first set forth above, among Borrower, Holdings, Resigning Administrative Agent, Successor Administrative Agent, and the Required Lenders.

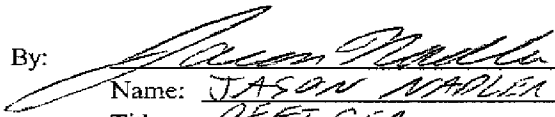
**JPMORGAN CHASE BANK (formerly The Chase Manhattan Bank)**

By:   
Name: Michael J. Lister, Vice President  
Title: JPMorgan Chase Bank

**Signature Page to Amendment No. 4 to Loan Documents and Appointment and Acceptance Agreement**

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**U.S. BANK NATIONAL ASSOCIATION (formerly  
Mercantile Bank)**

By:   
Name: JASON NADLER  
Title: OFFICER

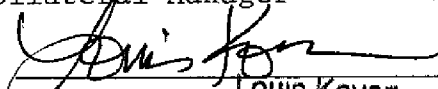
**Signature Page to Amendment No. 4 to Loan Documents  
and Appointment and Acceptance Agreement**

Signature Page to Amendment No. 4 to Loan Documents and Appointment and Acceptance Agreement dated as of the date first set forth above, among Borrower, Holdings, Resigning Administrative Agent, Successor Administrative Agent, and the Required Lenders.

**HIGHLAND LEGACY, LTD**

By: Highland Capital Management, L.P.  
As Collateral Manager

By:

  
Name: Louis Koven

Title: Executive Vice President-CFO  
Highland Capital Management, L.P.

Signature Page to Amendment No. 4 to Loan Documents  
and Appointment and Acceptance Agreement

Signature Page to Amendment No. 4 to Loan Documents and Appointment and Acceptance Agreement dated as of the date first set forth above, among Borrower, Holdings, Resigning Administrative Agent, Successor Administrative Agent, and the Required Lenders.

**KZH HIGHLAND-2 LLC**

By: Joyce Fraser Bryant  
Name: \_\_\_\_\_  
Title: JOYCE FRASER-BRYANT  
AUTHORIZED AGENT

**Signature Page to Amendment No. 4 to Loan Documents  
and Appointment and Acceptance Agreement**

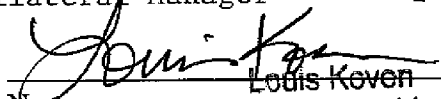
**TRADEMARK  
REEL: 002600 FRAME: 0752**

Signature Page to Amendment No. 4 to Loan Documents and Appointment and Acceptance Agreement dated as of the date first set forth above, among Borrower, Holdings, Resigning Administrative Agent, Successor Administrative Agent, and the Required Lenders.

ML CBO IV CAYMAN

By: Highland Capital Management, L.P.  
As Collateral Manager

By:

  
Name: Louis Kevon

Title: ~~Executive Vice President-CFO~~  
~~Highland Capital Management, L.P.~~

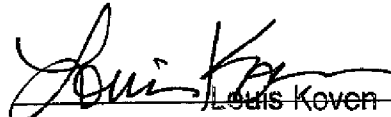
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**PAMCO CAYMAN LTD**

By: **Highland Capital Management, L.P., as Collateral Manager**

By:



Name: ~~Louis Koven~~ Executive Vice President-CFO

Title: Highland Capital Management, L.P.

Signature Page to Amendment No. 4 to Loan Documents  
and Appointment and Acceptance Agreement

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SRV-HIGHLAND, INC.

By: Kelly W. Warnement  
Name: KELLY W. WARNEMENT  
Title: VICE PRESIDENT



Each of the undersigned are unconditional guarantors of all obligations of Borrower under the Loan Documents and acknowledge and agree that (a) this Agreement does not modify or waive any of its obligations under the Loan Documents, including the Guarantee Agreements and (b) all Liens granted by it to support its obligations remain in full force and effect.

**LPA HOLDING CORP.**

By:                                           
Name:           Jeffrey Fletcher            
Title:           CFO                          

**LPA SERVICES, INC.**

By:                                           
Name:           Jeffrey Fletcher            
Title:           CFO                          

**BRIGHT START, INC.**

By:                                           
Name:           Jeffrey Fletcher            
Title:           CFO                          

**J.P. MORGAN PARTNERS (23A SBIC), LLC**

By: J.P. Morgan Partners (23A SBIC Manager), Inc.,  
its Managing Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Each of the undersigned are unconditional guarantors of all obligations of Borrower under the Loan Documents and acknowledge and agree that (a) this Agreement does not modify or waive any of its obligations under the Loan Documents, including the Guarantee Agreements and (b) all Liens granted by it to support its obligations remain in full force and effect.

**LPA HOLDING CORP.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LPA SERVICES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BRIGHT START, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**J.P. MORGAN PARTNERS (23A SBIC), LLC**

By: J.P. Morgan Partners (23A SBIC Manager), Inc.,  
its Managing Member

By: Stephen Murray  
Name: Stephen Murray  
Title: Partner

**SCHEDULE 1  
TO AMENDMENT NO. 4 TO LOAN DOCUMENTS AND  
APPOINTMENT AND ACCEPTANCE AGREEMENT**

**LA PETITE ACADEMY, INC.**

**OUTSTANDING LETTERS OF CREDIT**

<b>Beneficiary</b>	<b>Issuer</b>	<b>Amount</b>	<b>Maturity Date</b>
La Petite Academy, Inc.	JPMorgan Chase Bank (formerly the Chase Manhattan Bank)	\$625,000.00	July 31, 2002
La Petite Academy, Inc.	JPMorgan Chase Bank (formerly the Chase Manhattan Bank)	\$335,225.00	July 31, 2002
La Petite Academy, Inc.	JPMorgan Chase Bank (formerly the Chase Manhattan Bank)	\$520,645.00	August 10, 2002
La Petite Academy, Inc.	JPMorgan Chase Bank (formerly the Chase Manhattan Bank)	\$65,460.00	August 10, 2002
La Petite Academy, Inc.	JPMorgan Chase Bank (formerly the Chase Manhattan Bank)	\$100,000.00	May 31, 2002
La Petite Academy, Inc.	Bank of America, N.A.	\$1,250,000.00	May 31, 2002
La Petite Academy, Inc.	Bank of America, N.A.	\$3,173,960.00	April 24, 2002
La Petite Academy, Inc.	Bank of America, N.A.	\$250,000.00	May 31, 2002
La Petite Academy, Inc.	Bank of America, N.A.	\$1,500,000.00	August 28, 2002
Total outstanding Letters of Credit:		\$7,820,290.00	