

08-29-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30)

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



ET

103296341

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

La Petite Academy, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 17, 2006

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Credit Suisse

Internal _____

Address: _____

Street Address: Eleven Madison Avenue

City: New York

State: NY

Country: USA Zip: 10010

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Switzerland
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See continuation of Item 4 attached hereto

B. Trademark Registration No.(s)
See continuation of Item 4 attached hereto

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Zeynep Gieseke

Internal Address: Latham & Watkins LLP

Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-993-2647

Fax Number: 312-993-9767

Email Address: zeynep.gieseke@lw.com

6. Total number of applications and registrations involved:

sixteen

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 415.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: _____

Signature

08/25/2006

Date

08/30/2006 DBYRNE

00000001 75448898 Zeynep Gieseke

Name of Person Signing

Return to MS Kelly

Total number of pages including cover sheet, attachments, and document: 10

Document recorded (including cover sheet) and filed by faxed to (671) 273-0140, or mailed to: Mail Stop Assignment/Recording Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01 FC:8521
02 FC:8522
03 FC:8523

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS
AND TRADEMARK LICENSES

Trademarks and Trademark Licenses

Grantor	Serial No.	Reg. No.	Description
La Petite Academy, Inc.	75/448,898	2,313,105	BUILDING THE FUTURE. ONE CHILD AT A TIME.
	76/624,900	3,102,759	JOURNEY PRESCHOOL (and Design)
	73/811,830	1,617,106	LA PETITE ACADEMY, INC. THE PARENT'S PARTNER PRESCHOOL & CHILD CARE (and Design)
	74/143,140	1,717,005	LA PETITE JOURNEY
	73/346,067	1,307,458	LA PETITE ACADEMY, INC.
	74/044,539	1,651,762	(SOLDIER DESIGN)
	75/713,927	2,443,839	CAMP IMAGINATION (and Design)
	76/060,004	2,469,554	MONTESSORI UNLIMITED CARING COMMITMENT EXCELLENCE (and Design)
	76/084,042	2,512,152	LA PETITE ACADEMY, INC. (and Design)
	76/282,278	2,631,040	MONTESSORI UNLIMITED
	76/281,367	2,662,178	LA PETITE ACADEMY, INC.. KIDS STATION (and Design)
	75/448,899	2,313,106	LA PETITE ACADEMY, INC. VISION 2000 (and Design)
	75/448,899	2,313,106	LA PETITE ACADEMY, INC. VISION 2000 (and Design)
	78/567,767	-	JOURNEY
	78/567,566	-	LEARNING. EVERY STEP OF THE WAY.
78/604,479	-	VIP REFERRAL REWARDS	

State Trademark Registration

Serial/ Registration No.	Description
Wisconsin Serial No. 21863	LA PETITE ACADEMY, INC. (and soldier design).

Foreign Trademark Registration

Reg. No.	Description
Taiwan - 87217	LA PETITE ACADEMY, INC. (Chinese Characters)
Taiwan - 87218	(Soldier Design)
Japan - 4001477	LA PETITE JOURNEY, THE PARENT'S PARTNER PRESCHOOL AND CHILD CARE (and Design)

Japan - 4016644	LA PETITE JOURNEY w/Katakana (word mark)
China - 1043651	(Soldier Design)
Japan - 3338156	LA PETITE JOURNEY (and Design)
Japan - 3338157	LA PETITE ACADEMY, INC. (word mark w/Katakana)
Japan - 3338158	(Soldier Design)
China - 1079823	LA PETITE ACADEMY, INC.
China - 1079822	LA PETITE ACADEMY, INC. (Chinese Characters)
Mexico - 725406	LA PETITE ACADEMY, INC.
Mexico - 722374	LA PETITE ACADEMY, INC.

Unregistered Trademarks

Trademark
PAL
PASSPORT
PARENTS ONLINE
LA PETITE ACADEMY, INC.
THE RIGHT PLACE FOR KIDS

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** dated as of August 17, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), made by La Petite Academy, Inc., a Delaware corporation, (together with any other entity that may become a party hereto as provided herein, the "Grantor"), in favor of Credit Suisse, as Second Lien Administrative Agent (in such capacity and together with its successors, the "Administrative Agent"), for (i) the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Second Lien Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including any refinancings or replacements thereof, the "Credit Agreement"), among the Grantor, the Lenders party thereto, Credit Suisse Securities (USA) LLC and J.P. Morgan Securities Inc., as joint bookrunners and joint lead arrangers (in such capacities, the "Arrangers"), JPMorgan Chase Bank, N.A., as syndication agent (in such capacity, the "Syndication Agent"), and any other agents named therein and (ii) the other Secured Parties (as hereinafter defined).

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Grantor to (i) refinance its existing bank debt, (ii) redeem its 10% Senior Notes due 2008 and (iii) provide ongoing working capital and for other general corporate purposes of the Grantor;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Grantor under the Credit Agreement that the Grantor shall have executed and delivered that certain Second Lien Guarantee and Collateral Agreement dated as of the date hereof (the "Guarantee and Collateral Agreement") between the Grantor, LPA Holding Corp., a Delaware corporation, the subsidiary parties signatory thereto and the Administrative Agent for the ratable benefit of the Secured Parties; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Administrative Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent & Trademark Office;

NOW, THEREFORE, in consideration of the foregoing premises and to induce the Arrangers, the Administrative Agent, the Syndication Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Grantor thereunder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to Administrative Agent, for the benefit of the Secured Parties, a security interest and continuing lien on all of Grantor's right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications to register any of the foregoing, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, all common law rights related thereto, including the registrations and applications referred to on Schedule A hereto (collectively, "Trademarks");

(b) any and all agreements explicitly providing for the granting of any right in or to Trademarks (whether Grantor is a licensee or licensor thereunder) including those referred to on Schedule A hereto, other than Grantor's contracts with its customers entered into in the ordinary course of business (collectively, "Trademark Licenses");

(c) all extensions or renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill;

(f) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and

(g) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto.

SECTION 3. Precedence. The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Parties under the Guarantee and Collateral Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

SECTION 4. Recordation. Grantor authorizes and requests that the United States Patent & Trademark Office and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Modification of Agreement. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Guarantee & Collateral Agreement pursuant to which the Administrative Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any

existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

SECTION 6. Termination. Upon payment and performance in full of all Obligations and termination of the Commitments, the security interests created by this Trademark Security Agreement shall terminate and the Administrative Agent (at the Grantor's expense) shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to the Administrative Agent, for the benefit of the Secured Parties, hereunder, including cancellation of this Trademark Security Agreement by written notice from the Administrative Agent to the United States Patent & Trademark Office.

SECTION 7. General

(a) **Applicable Law.** This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

(b) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(c) **Counterparts.** This Agreement may be executed in any number of 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.

(d) **Second Lien Collateral Document.** Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Grantor, Credit Suisse, as First Lien Administrative Agent and Administrative Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor and the Secured Party have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

LA PETITE ACADEMY, INC.

By:  _____

Name: Gregory Davis

Title: V.P., General Counsel & Secretary

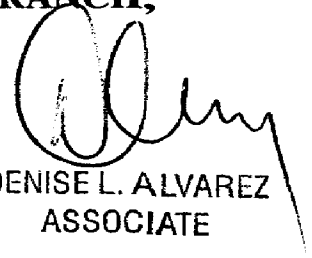
[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 003383 FRAME: 0679

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Second Lien Administrative Agent

By: _____

Name: CASSANDRA DROOGAN
Title: VICE PRESIDENT



DENISE L. ALVAREZ
ASSOCIATE

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS
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