

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mini-Skool Early Learning Centres Holdings Ltd.		11/17/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Agent
Street Address:	1 First Canadian Place
Internal Address:	Corporate Finance, 11th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5X 1A1
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2829486	MINI-SKOOL
Registration Number:	2831528	MINI-SKOOL A CHILD'S PLACE
Registration Number:	1298138	THE PEANUT GALLERY
Registration Number:	2305386	GATEWAY ACADEMY
Registration Number:	2866137	THE CHILDREN'S OASIS
Registration Number:	2231817	FLANAGAN'S PRESCHOOL "THE LINK BETWEEN LOVE AND LEARNING" ESTABLISHED 1976

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 845-3430
 Email: kalwa@chapman.com
 Correspondent Name: Richard Kalwa
 Address Line 1: 111 West Monroe

CH \$165.00 2829486

Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1631589

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 11/20/2006

Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 17th day of November, 2006, MINI-SKOOL EARLY LEARNING CENTRES HOLDINGS LTD., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 8767 Via de Ventura, Suite 204, Scottsdale, Arizona 85258, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL, a Canadian chartered bank with its mailing address at Corporate Finance, 11th Floor, 1 First Canadian Place, Toronto, Ontario M5X 1A1, and its successors and assigns (the "*Agent*"), and grants to the Agent, acting as administrative agent hereunder for the Secured Creditors identified and defined in the Security Agreement defined below, a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or of any trademark licensed under a trademark license listed on Schedule A or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

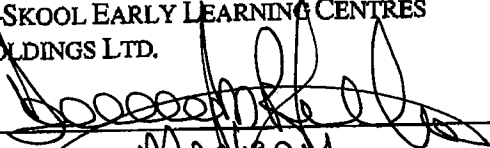
to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, the other debtors party thereto, and the Agent (the Security Agreement, as the same may be amended, modified, restated or supplemented from time to time, the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MINI-SKOOL EARLY LEARNING CENTRES
HOLDINGS LTD.

By 
Name: MADRAY
Title: President

BANK OF MONTREAL, as Agent

By _____
Name: _____
Title: _____

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MINI-SKOOL EARLY LEARNING CENTRES
HOLDINGS LTD.

By _____
Name: _____
Title: _____

BANK OF MONTREAL, as Agent

By 
Name: _____
Title: **MICHAEL BEG**
DIRECTOR
CORPORATE FINANCE

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS

TRADEMARK	DATE	REGISTRATION NO.
Mini-Skool	April 6, 2004	2,829,486
Mini-Skool A Child's Place	April 13, 2004	2,831,528
The Peanut Gallery and logo	September 2004 (renewal)	1,298,138
Gateway Academy	January 4, 2000	2,305,386
The Children's Oasis	July 27, 2004	2,866,137
Flanagan's Preschool and logo	March 16, 1999	2,231,817

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.