

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-------------------------------------|--|--|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Winwood Children's Center I, L.L.C. | | 03/16/2007 | LIMITED LIABILITY COMPANY: VIRGINIA |
| 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: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2241717 | WINWOOD CHILDREN'S CENTER | |
| Registration Number: | 2281800 | NURTURING STRENGTHS THAT LAST A LIFETIME | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)803-5299 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (312) 845-3430 | | |
| Email: | kalwa@chapman.com | | |
| Correspondent Name: | Richard Kalwa | | |
| Address Line 1: | 111 West Monroe Street | | |
| Address Line 2: | Chapman and Cutler LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |
| ATTORNEY DOCKET NUMBER: | 1631589 | | |

CH \$65.00 2241717

DOMESTIC REPRESENTATIVE

900074098

**TRADEMARK
 REEL: 003519 FRAME: 0816**

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

NAME OF SUBMITTER:

Richard Kalwa

Signature:

/richard kalwa/

Date:

04/11/2007

Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 16th day of March, 2007, WINWOOD CHILDREN'S CENTER I, L.L.C., a Virginia limited liability company ("*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 Obligations of Debtor as set out in that certain Security Agreement dated as of November 17, 2006 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.

WINWOOD CHILDREN'S CENTER I, L.L.C.

By 
Name: Rob Clerkman
Title: Manager

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.

WINWOOD CHILDREN'S CENTER I, L.L.C.

By _____
Name: _____
Title: _____

BANK OF MONTREAL, as Agent

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

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS

| MARK | REGISTRATION NUMBER | DATE |
|---|---------------------|---------|
| Winwood Children's Center | 2,241,717 | 4/27/99 |
| Nuturing Strengths that last a lifetime | 2,281,800 | 9/28/99 |

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.