

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 |
|-------------------------------------|----------|----------------|----------------------|
| Primrose School Franchising Company | | 06/06/2008 | CORPORATION: GEORGIA |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent |
| Street Address: | 6011 Connection Drive |
| Internal Address: | Attn: Primrose Account Manager |
| City: | Irving |
| State/Country: | TEXAS |
| Postal Code: | 75039 |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE |

PROPERTY NUMBERS Total: 23

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 78964994 | PRIMROSE SCHOOLS THUMBS UP! |
| Serial Number: | 78962113 | PRIMROSE SCHOOLS RHYTHM & NOTES |
| Serial Number: | 78962086 | · PRIMROSE SCHOOLS · MUCHO MUNDO |
| Serial Number: | 78962074 | PRIMROSE SCHOOLS NOGGIN' JOGGIN' |
| Serial Number: | 78962035 | · PRIMROSE SCHOOLS · MUD PIES |
| Serial Number: | 78962005 | · PRIMROSE SCHOOLS · HELPING HANDS |
| Serial Number: | 78958657 | PRIMROSE SCHOOLS LIFE SKILLS IN PROGRESS LIFE SKILLS |
| Serial Number: | 78958602 | PRIMROSE SCHOOLS ADOPT-A-GRANDPARENT |
| Serial Number: | 78958572 | PRIMROSE SCHOOLS POSIES & POLLYWOGS |
| Serial Number: | 78816648 | THE LEADER IN EDUCATIONAL CHILD CARE |
| Serial Number: | 78816635 | PRIMROSE SCHOLARS |
| Serial Number: | 76477055 | PRIMROSE PALS |

CH \$590.00 78964994

| | | |
|----------------|----------|---|
| Serial Number: | 76405824 | WEBWEAVERS |
| Serial Number: | 76405143 | WEBWEAVERS PRIMROSE SCHOOLS |
| Serial Number: | 76176424 | BALANCED CHILD |
| Serial Number: | 76131989 | BALANCED LEARNING |
| Serial Number: | 75214840 | PERCY PRIMROSE SCHOOLS |
| Serial Number: | 75110379 | STANDARD OF EXCELLENCE ACCREDITATION |
| Serial Number: | 75041195 | PRIMROSE SCHOOLS LIFE SKILLS LIFE SKILLS IN PROGRESS SM |
| Serial Number: | 74523176 | PRIMROSE |
| Serial Number: | 74420025 | PRIMROSE SCHOOLS |
| Serial Number: | 77450831 | ACTIVE MINDS, HEALTHY BODIES, AND HAPPY HEARTS |
| Serial Number: | 77477649 | BALANCED ASSESSMENT |

CORRESPONDENCE DATA

Fax Number: (404)602-9021
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (404) 888-4000
Email: rcherry@hunton.com
Correspondent Name: Timothy V. Johnson, Esq.
Address Line 1: Hunton & Williams LLP
Address Line 2: 600 Peachtree Street, NE, Suite 4100
Address Line 4: Atlanta, GEORGIA 30308-2216

| | |
|-------------------------|------------------------------|
| ATTORNEY DOCKET NUMBER: | GSSLG/PRIMROSE - 65740.53 |
| NAME OF SUBMITTER: | Timothy V. Johnson, Esq. |
| Signature: | /s/ Timothy V. Johnson, Esq. |
| Date: | 06/17/2008 |

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of June 6, 2008, by **PRIMROSE SCHOOL FRANCHISING COMPANY**, a Georgia corporation (“**Grantor**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.** (“**GSSLG**”), as Collateral Agent (“**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG, as Administrative Agent, Collateral Agent and Lead Arranger (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Lenders have agreed to make the Loans to Borrowers;

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, the Pledge and Security Agreement, dated as of the date hereof (the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent this Agreement;

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

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement.
2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and the Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks (including, without limitation, those referred to on Schedule 1 hereto); (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark, and (ii) injury to the goodwill associated with any Trademark.
3. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in

the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

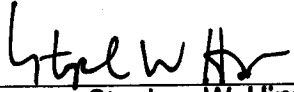
4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or electronic mail in portable document format), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[Signature Page Follows]

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.

By: 
Name: Stephen W. Hipp
Title: Senior Vice President



Signature Page

Schedule 1
to
Trademark Security Agreement

Trademarks

| | Serial Number | Registration Number | Word Mark | Owner |
|----|---------------|---------------------|---|-------------------------------------|
| 1 | 78964994 | 3268244 | PRIMROSE SCHOOLS THUMBS UP! | Primrose School Franchising Company |
| 2 | 78962113 | 3268223 | PRIMROSE SCHOOLS RHYTHM & NOTES | Primrose School Franchising Company |
| 3 | 78962086 | 3268224 | PRIMROSE SCHOOLS · MUCHO MUNDO | Primrose School Franchising Company |
| 4 | 78962074 | 3291032 | PRIMROSE SCHOOLS NOGGIN JOGGIN | Primrose School Franchising Company |
| 5 | 78962035 | 3268223 | PRIMROSE SCHOOLS · MUD PIES | Primrose School Franchising Company |
| 6 | 78962005 | 3268222 | PRIMROSE SCHOOLS · HELPING HANDS | Primrose School Franchising Company |
| 7 | 78958657 | 3268203 | PRIMROSE SCHOOLS LIFE SKILLS IN PROGRESS LIFE SKILLS | Primrose School Franchising Company |
| 8 | 78958602 | 3268202 | PRIMROSE SCHOOLS ADOPT-A-GRANDPARENT | Primrose School Franchising Company |
| 9 | 78958572 | 3362523 | PRIMROSE SCHOOLS POSIES & POLLYWOGS | Primrose School Franchising Company |
| 10 | 78816648 | 3258023 | THE LEADER IN EDUCATIONAL CHILD CARE | Primrose School Franchising Company |
| 11 | 78816635 | 3193201 | PRIMROSE SCHOLARS | Primrose School Franchising Company |
| 12 | 76477055 | 2771476 | PRIMROSE PALS | Primrose School Franchising Company |
| 13 | 76405824 | 2688543 | WEBWEAVERS | Primrose School Franchising Company |
| 14 | 76403143 | 2697664 | WEBWEAVERS PRIMROSE SCHOOLS | Primrose School Franchising Company |
| 15 | 76176424 | 2660596 | BALANCED CHILD | Primrose School Franchising Company |
| 16 | 76131989 | 2700987 | BALANCED LEARNING | Primrose School Franchising Company |
| 17 | 75214840 | 2093339 | PERCY PRIMROSE SCHOOLS | Primrose School Franchising Company |
| 18 | 75110379 | 2166814 | STANDARD OF EXCELLENCE ACCREDITATION | Primrose School Franchising Company |
| 19 | 75041195 | 2115129 | PRIMROSE SCHOOLS LIFE SKILLS LIFE SKILLS IN PROGRESS SM | Primrose School Franchising Company |
| 20 | 74323176 | 1937949 | PRIMROSE | Primrose School Franchising Company |
| 21 | 74420025 | 1844809 | PRIMROSE SCHOOLS | Primrose School Franchising Company |
| 22 | 77450831 | | ACTIVE MINDS, HEALTHY BODIES, AND HAPPY HEARTS | Primrose School Franchising Company |
| 23 | 77477649 | | BALANCEDASSESSMENT | Primrose School Franchising Company |




State Trademarks

| Country | Mark | Status | Reg. No. Reg. Date | Owner |
|-----------------|--|------------|-----------------------------|--|
| US- Alabama | PRIMROSE | Registered | 110230 Oct 5, 2006 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US- Alabama | PRIMROSE | Registered | 110231 Oct 5, 2006 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US- Alabama | PRIMROSE SCHOOLS (and design)  | Registered | 109979 Mar 24, 2006 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US- Alabama | PRIMROSE SCHOOLS (and design)  | Registered | 109978 Mar 24, 2006 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US- Colorado | PRIMROSE | Registered | 20061165425 Apr 19, 2006 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US- Colorado | PRIMROSE | Registered | 20061165430 Apr 19, 2006 | PRIMROSE SCHOOL FRANCHISING COMPANY |



Schedule 1

Trademark Security Agreement
25760323

TRADEMARK
REEL: 003796 FRAME: 0802

| Country | Mark | Status | Reg. No. Reg. Date | Owner |
|-------------|--|------------|-----------------------------|-------------------------------------|
| US-Colorado | PRIMROSE SCHOOLS (and design)  | Registered | 19981231183 Dec 30, 1998 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US-Colorado | PRIMROSE SCHOOLS (and design)  | Registered | 19981231179 Dec 30, 1998 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US-Florida | PRIMROSE | Registered | T3634 Dec 27, 1995 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US-Florida | PRIMROSE | Registered | T3635 Dec 27, 1995 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US-Florida | PRIMROSE SCHOOLS (and design)  | Registered | T20069 Jan 5, 2006 | PRIMROSE SCHOOL FRANCHISING COMPANY |





Schedule 1

| Country | Mark | Status | Reg. No. Reg. Date | Owner |
|------------|---|------------|------------------------|-------------------------------------|
| US-Florida | PRIMROSE SCHOOLS (and design)  | Registered | T20068 Jan 5, 2006 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US-Georgia | PRIMROSE | Registered | S15342 Dec 19, 1995 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US-Georgia | PRIMROSE | Registered | S15343 Dec 19, 1995 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US-Georgia | PRIMROSE SCHOOLS (and design)  | Registered | S15366 Dec 19, 1995 | PRIMROSE SCHOOL FRANCHISING COMPANY |



Schedule 1

Trademark Security Agreement
25760323

TRADEMARK
REEL: 003796 FRAME: 0804

| Country | Mark | Status | Reg. No. Reg. Date | Owner |
|------------|--|------------|------------------------|-------------------------------------|
| US-Georgia | PRIMROSE SCHOOLS (and design)  | Registered | S15355 Dec 15, 1995 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US-Georgia | PRIMROSE SCHOOLS (and design)  | Registered | S22544 Jan 3, 2006 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US-Georgia | PRIMROSE SCHOOLS (and design)  | Registered | S22632 Feb 20, 2006 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US-Georgia | PRIMROSE SCHOOLS (and design)  | Registered | S17973 Jul 16, 1999 | PRIMROSE SCHOOL FRANCHISING COMPANY |


Schedule 1

| Country | Mark | Status | Reg. No. Reg. Date | Owner |
|-------------------|--|------------|------------------------|-------------------------------------|
| US-Georgia | PRIMROSE SCHOOLS (and design)  | Registered | S13080 Oct 15, 1993 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US-Georgia | PRIMROSE SCHOOLS (and design)  | Registered | S13079 Oct 15, 1993 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US-North Carolina | PRIMROSE | Registered | T11984 Mar 19, 1996 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US-North Carolina | PRIMROSE | Registered | T11981 Mar 19, 1996 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US-North Carolina | PRIMROSE SCHOOLS (and design) | Registered | 18854 Oct 6, 2006 | PRIMROSE SCHOOL FRANCHISING COMPANY |

Schedule 1

Trademark Security Agreement
25760323


TRADEMARK
REEL: 003796 FRAME: 0806


| Country | Mark | Status | Reg. No. Reg. Date | Owner |
|----------------------|---|------------|--------------------------|--|
| US-North Carolina | PRIMROSE SCHOOLS (and design) | Registered | 18865 Oct 5, 2006 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US-Ohio | PRIMROSE SCHOOL FRANCHISING COMPANY | Registered | 1115369 Oct 7, 1999 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US-Ohio | PRIMROSE SCHOOL FRANCHISING COMPANY | Registered | 1115554 Oct 7, 1999 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US-Ohio | PRIMROSE SCHOOLS | Registered | 1115370 Oct 7, 1999 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US-Ohio | PRIMROSE SCHOOLS | Registered | 1115371 Oct 7, 1999 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US- Oklahoma | PRIMROSE SCHOOLS (and design)  | Registered | 12091554 Dec 22, 2005 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US- Tennessee | PRIMROSE | Registered | Apr 4, 2006 | PRIMROSE SCHOOL FRANCHISING COMPANY |

Schedule 1

Trademark Security Agreement
25760323

TRADEMARK
REEL: 003796 FRAME: 0807

| Country | Mark | Status | Reg. No. Reg. Date | Owner |
|--------------|--|------------|---------------------------|-------------------------------------|
| US-Tennessee | PRIMROSE | Registered | Apr 4, 2006 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US-Tennessee | PRIMROSE SCHOOLS (and design) | Registered | Oct 5, 2006 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US-Tennessee | PRIMROSE SCHOOLS (and design) | Registered | Oct 5, 2006 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US-Texas | PRIMROSE | Registered | 800522756 Mar 24, 2006 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US-Texas | PRIMROSE | Registered | 800522755 Mar 24, 2006 | PRIMROSE SCHOOL FRANCHISING COMPANY |
| US-Texas | PRIMROSE SCHOOLS (and design)  | Registered | 800593203 Mar 24, 2006 | PRIMROSE SCHOOL FRANCHISING COMPANY |

| Country | Mark | Status | Reg. No. Reg. Date | Owner |
|----------|--|------------|---------------------------|-------------------------------------|
| US-Texas | PRIMROSE SCHOOLS (and design)  | Registered | 800593208 Dec 21, 2006 | PRIMROSE SCHOOL FRANCHISING COMPANY |

Schedule 1

Domain Name Registrations

1. primroseschools.com
2. 25primrose.com
3. 25yearsprimrose.com
4. campprimrosesummership.com
5. primrose25.com
6. primrose25years.com
7. primroseaccreditation.com
8. primrosealumni.com
9. primrosebeta.com
10. primrosegateway.com
11. primroseschool.com
12. primrosetoolbox.com
13. myprimroseschool.com
14. myprimroseschools.com
15. primrosefranchise.com
16. primrosefranchising.com
17. primroseschoolsfranchising.com

(F) Trademark Licenses - None

(G) Trade Secret Licenses - None

Schedule 1

Trademark Security Agreement
25760323

RECORDED: 06/17/2008

TRADEMARK
REEL: 003796 FRAME: 0809