

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		07/21/2008	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

Name:	Childtime Childcare, Inc.
Street Address:	21333 Haggerty Road, Suite 300
City:	Novi
State/Country:	MICHIGAN
Postal Code:	48375-5510
Entity Type:	CORPORATION: MICHIGAN

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1108248	PALO ALTO
Registration Number:	1334030	PALO ALTO
Registration Number:	1104971	
Registration Number:	1258397	
Registration Number:	1307460	PALO ALTO SUPERCAMP
Registration Number:	1307124	WE'VE DISCOVERED THE FUN OF LEARNING
Registration Number:	1263821	WE'VE DISCOVERED THE FUN OF LEARNING
Registration Number:	1596879	CAMP DISCOVERY
Registration Number:	1518358	SUCCESSFUL STEPS TO EARLY LEARNING

**CORRESPONDENCE DATA**

Fax Number: (212)735-2000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 735-2962  
 Email: anita.sinha@skadden.com, smarquez@skadden.com

**TRADEMARK**

**900111830**

**REEL: 003820 FRAME: 0096**

**CH \$240.00 1108248**

Correspondent Name: S. Anita Sinha  
Address Line 1: Four Times Square  
Address Line 2: Skadden, Arps, Slate, Meagher & Flom LLP  
Address Line 4: New York, NEW YORK 10036-6522

ATTORNEY DOCKET NUMBER:

391000/1252

NAME OF SUBMITTER:

S. Anita Sinha

Signature:

/S. Anita Sinha/

Date:

07/22/2008

**Total Attachments: 5**

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is given as of this 21<sup>st</sup> day of July, 2008, by BANK OF AMERICA, N.A., a national banking association, as successor in interest to SECURITY PACIFIC BUSINESS CREDIT, INC., located at 2 North Lake Avenue, Suite 400, Pasadena, California 91101 ("Assignor"), in favor of CHILDTIME CHILDCARE, INC., a Michigan corporation, located at 21333 Haggerty Road, Suite #300, Novi, Michigan 4375, formerly known as GERBER CHILDREN'S CENTERS, INC., an Illinois corporation, located at 445 State Street, Fremont, Michigan, 49412 ("Assignee").

Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Trademark Security Agreement or Security Agreement referred to below, as applicable.

**WHEREAS**, Assignor and Assignee entered into that certain Loan and Security Agreement, dated as of July 6, 1990 (as the same may from time to time amended, modified or supplemented, the "Security Agreement")

**WHEREAS**, Assignor and Assignee entered into that certain Trademark Collateral Assignment and Agreement, dated as of July 6, 1990 (as the same may from time to time amended, modified or supplemented, the "Trademark Security Agreement");

**WHEREAS**, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on July 19, 1990, at Reel 0724/Frame 0798;

**WHEREAS**, pursuant to the Security Agreement and the Trademark Security Agreement, Assignee pledged, granted, sold, conveyed, transferred, assigned, set over and mortgaged to Assignor all of its right, title and interest in and to each of the Trademarks which were then, in the past were, or in the future may be owned or used by Assignee in conducting its business, including, without limitation, the Trademarks listed in Schedule A hereto, and including all federal, state and foreign Registrations therefor or theretofore or thereafter granted, all proceeds thereof (such as, by way of example and not by way of limitation, license royalties and proceeds of infringement suits), the right (but not the obligation) to register claim under any state, federal or foreign trademark law or regulation, and to renew and extend Trademarks and Registrations, the right (but not the obligation) to sue in the name of Assignor or Assignee for past, present and future infringements of the Trademarks or the Registrations and all rights (but not obligations) corresponding thereto throughout the world, and the Associated Goodwill (collectively, the "Trademark Collateral"); and

**WHEREAS**, the Parties desire that Assignor terminate and release its continuing interest in the Trademark Collateral including the Trademarks and Registrations;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby terminates, releases and discharges fully, the Trademark Collateral including the Trademarks and Registrations, and reassigns and transfers any and all interest that it may have in the Trademarks to Assignee.

Assignor hereby authorizes Assignee or Assignee's agents or designees to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Trademark Collateral including the Trademarks and Registrations, and/or (iii) otherwise file this Release.

Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its agents or designees) reasonably requests in order to confirm this Release and Assignee's right, title, and interest in and to the Trademark Collateral including the Trademarks and Registrations.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

**ASSIGNOR:**

BANK OF AMERICA, N.A., as successor  
in interest to SECURITY PACIFIC  
BUSINESS CREDIT, INC.

By: 

Name:

**Daniel R. Petrik**

Title:

**Senior Vice President**

**SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS**

See attached.

SCHEDULE "A"

<u>Trademark</u>	<u>Appl./Reg. No.</u>	<u>Filing/Reg. Date</u>
Palo Alto	1,108,248	December 5, 1978
Palo Alto	1,334,030	May 7, 1985
Design Only	1,104,971	October 24, 1978
Design Only	1,258,397	November 22, 1983
Palo Alto Supercamp	1,307,460	November 27, 1984
We've Discovered the Fun of Learning	1,307,124	November 27, 1984
We've Discovered the Fun of Learning	1,263,821	January 10, 1984
Camp Discovery and Design	1,596,879	May 15, 1990
Successful Steps to Early Learning	1,518,358	December 27, 1988