

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Childtime Childcare, Inc.		04/27/2010	CORPORATION: MICHIGAN
La Petite Academy, Inc.		04/27/2010	CORPORATION: DELAWARE
Learning Care Group, Inc.		04/27/2010	CORPORATION: MICHIGAN
The Children's Courtyard, Inc.		04/27/2010	CORPORATION: TEXAS
Tutor Time Learning Centers LLC		04/27/2010	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Wilmington Trust FSB
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	federal savings bank: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	3285107	SAFE N SOUND
Registration Number:	3284165	CHILDTIME LEARNING CENTERS
Registration Number:	3290568	CHILDTIME CONNECTION
Registration Number:	3239078	BODYSMART
Registration Number:	3148759	SELFSMART
Registration Number:	3148745	NATURESMART
Registration Number:	3148739	RHYTHMSMART
Registration Number:	3334558	PEOPLESART
Registration Number:	3148725	NUMBERSMART
Registration Number:	3148713	DESIGNSMART

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**TRADEMARK
 REEL: 004196 FRAME: 0672**

Registration Number:	3113575	LEARNING CARE GROUP
Registration Number:	3212072	LEARNING CARE GROUP
Registration Number:	3245790	CREATING CHARACTER
Registration Number:	3144663	VIP REFERRAL REWARDS
Registration Number:	3150570	LEARNING. EVERY STEP OF THE WAY.
Registration Number:	3170654	JOURNEY
Registration Number:	3102759	JOURNEY PRESCHOOL
Registration Number:	2999880	TUTOR TIME ADVENTURE CLUB
Registration Number:	2631040	MONTESSORI UNLIMITED
Registration Number:	2673903	TUTOR TIME CENTER FOR ACADEMIC ENRICHMENT
Registration Number:	2500116	TUTOR TIME
Registration Number:	2490562	TUTOR TOWNE
Registration Number:	2512152	LA PETITE ACADEMY
Registration Number:	2308180	"POOKIE"
Registration Number:	1911851	THE CHILDREN'S COURTYARD
Registration Number:	1844815	TUTOR TIME
Registration Number:	1717005	LA PETITE JOURNEY
Registration Number:	1806522	CHILDTIME
Registration Number:	1651762	
Registration Number:	1621658	A GOOD BEGINNING THAT LASTS A LIFETIME
Registration Number:	1617106	LA PETITE ACADEMY THE PARENT'S PARTNER PRESCHOOL & CHILD CARE
Registration Number:	1307458	LA PETITE ACADEMY
Serial Number:	77824394	EVERY CHILD DESERVES A BRILLIANT BEGINNING
Serial Number:	77824459	BRILLIANT BEGINNINGS

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins, c/o Julie Dalke

Address Line 1: 650 Town Center Dr, 20th floor

Address Line 2: 039269-0140

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	039269-0140
NAME OF SUBMITTER:	Adam Kummins

Signature:	/Adam Kummins/
Date:	04/30/2010
Total Attachments: 9 source=Trademark Security Agr#page1.tif source=Trademark Security Agr#page2.tif source=Trademark Security Agr#page3.tif source=Trademark Security Agr#page4.tif source=Trademark Security Agr#page5.tif source=Trademark Security Agr#page6.tif source=Trademark Security Agr#page7.tif source=Trademark Security Agr#page8.tif source=Trademark Security Agr#page9.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of April 27, 2010 this "**Agreement**"), is made by each of the entities listed on the signature pages hereof (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of Wilmington Trust FSB, as collateral trustee (in such capacity, the "**Collateral Trustee**") for the Secured Parties (as defined in the Collateral Agreement referred to below).

WITNESSETH:

WHEREAS, Learning Care Group (US) No. 2 Inc., a Delaware corporation ("**LCG**"), Learning Care Group, Inc., a Michigan Corporation ("**LCG Group**"), La Petite Holdings, Inc., a Delaware Corporation ("**La Petite**" and together with LCG and LCG Group, the "**Companies**"), and Learning Care Group (US) Inc. ("**Holdings**"), a Delaware corporation, are each party to (i) that certain Note Purchase and Guarantee Agreement, dated as of April 27, 2010 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Note Purchase Agreement**"), by and among the Companies, as issuers, the other Grantors as guarantors thereunder, and TCW/Crescent Mezzanine Partners VB, L.P., a Delaware limited partnership, as senior notes representative, and the purchasers party thereto from time to time, and (ii) that certain Amended and Restated Credit and Guarantee Agreement, dated as of April 27, 2010 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among Holdings, the Companies and the lenders from time to time party thereto, Barclays Bank PLC, as administrative agent for the lenders and the other parties thereto;

WHEREAS, it is a condition under the Note Purchase Agreement and the Credit Agreement that each of the Grantors hereto has executed and delivered that Amended and Restated Collateral Agreement dated as of April 27, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Collateral Agreement**") by and among the Companies, the Holdings, each of the Grantors and the Collateral Trustee, pursuant to which each Grantor grants to the Collateral Trustee a security interest in, among other property, the Priority Lien Trademark Collateral (as defined below) and each is required to execute and deliver this Agreement for recordation in the U.S. Patent and Trademark Office;

WHEREAS, pursuant to a Guarantee and Collateral Agreement, dated as of June 25, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "**Existing Guarantee and Collateral Agreement**") with Barclays Bank PLC, as administrative agent and collateral agent (in such latter capacity, the "**Collateral Agent**") each of LCG and the other Grantors entered into a Trademark Security Agreement, dated June 25, 2008, recorded with the U.S. Patent and Trademark Office on July 24, 2008 at Reel/Frame No. 3822/0310 (the "**Existing Trademark Security Agreement**"); and

WHEREAS, pursuant to each of the Existing Guarantee and Collateral Agreement and the Existing Trademark Security Agreement, LCG and the other Grantors granted a security interest in and to the Trademark Collateral (as defined in the Existing Trademark Security Agreement) to the Collateral Agent, which security interest each Grantor hereby confirms shall continue in favor of the Collateral Trustee as assignee of the Collateral Agent.

NOW, THEREFORE, in consideration of the premises and to induce the administrative agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their

respective extensions of credit to LCG thereunder and to induce the initial note purchasers to purchase the Senior Notes, each Grantor hereby agrees with the Collateral Trustee, for the ratable benefit of the Secured Parties, as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein shall have the meanings given to them in the Collateral Agreement.

Section 2. Existing Grant of Security Interest in Trademark Collateral. Each Grantor hereby confirms the existing grant of a security interest in the Trademark Collateral to the Collateral Trustee as assignee of the Collateral Agent pursuant to the Existing Guarantee and Collateral Agreement and the Existing Trademark Security Agreement shall continue to the fullest extent permitted by applicable law.

Section 3. Grant of Security Interest in Priority Lien Trademark Collateral. Each Grantor hereby grants to the Collateral Trustee, for the ratable benefit of the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired or created by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (the "Priority Lien Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Priority Lien Obligations:

(a) (i) all trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith now existing or hereafter adopted, whether or not registered, all registrations thereof, and all applications, extensions or renewals therefor, 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 or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule A hereto, and (ii) the right to obtain all renewals thereof (the "Trademarks"); and

(b) all rights to sue at law or in equity or otherwise recover for any past, present or future infringement or other impairment of such Trademarks, including the right to receive all Proceeds and damages therefrom, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

Section 4. Collateral Agreement. The security interest granted pursuant to this Agreement is granted pursuant to the Collateral Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Trustee with respect to the security interest in the Priority Lien Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Collateral Agreement, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other similar actions in connection with their Trademarks subject to a security interest hereunder.

Section 6. Counterparts. This Agreement may be executed by one or more of the parties to the Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

Very truly yours,


LEARNING CARE GROUP (US) INC.,
as Grantor

By: 
Name: William D. Davis
Title: President

LEARNING CARE GROUP (US) NO. 2 INC.,
as Grantor

By: 
Name: William D. Davis
Title: President

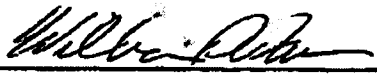
LEARNING CARE GROUP, INC.,
as Grantor

By: 
Name: William D. Davis
Title: President and Chief Executive Officer


LA PETITE HOLDINGS, INC.,
as Grantor

By: 
Name: William D. Davis
Title: President and Chief Executive Officer

LA PETITE ACADEMY, INC.,
as Grantor

By: 
Name: William D. Davis
Title: President and Chief Executive Officer

CHILDTIME CHILDCARE, INC.,
as Grantor

By: 
Name: William D. Davis
Title: President and Chief Executive Officer

THE CHILDREN'S COURTYARD, INC.,
as Grantor

By: 
Name: William D. Davis
Title: President and Chief Executive Officer

TUTOR TIME LEARNING CENTERS, LLC,
a Michigan limited liability company

By: Childtime Childcare, Inc.
An Illinois corporation

Its: Sole Member

By: 
Name: William D. Davis
Title: President and Chief Executive Officer

W.O.S., INC.,
as Grantor

By: 
Name: William D. Davis
Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

Wilmington Trust FSB
as Collateral Trustee

By: 

Name: Peter Einkel
Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004196 FRAME: 0680

SCHEDULE A
to
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS







TRADEMARKS:



Mark	Country/ State	Owner	Appl. No. Filing Date	Reg. No. Reg. Date
EVERY CHILD DESERVES A BRILLIANT BEGINNING	US	Learning Care Group, Inc.	77/824394 11-SEP-2009	N/A
	US	Learning Care Group, Inc.	77/824459 11-SEP-2009	N/A
SAFE N SOUND	US	Tutor Time Learning Centers, LLC	77/048043 20-NOV-2006	3285107 28-AUG-2007
	US	Childtime Childcare, Inc.	76/657477 27-MAR-2006	3284165 28-AUG-2007
CHILDTIME CONNECTION	US	Childtime Childcare, Inc.	78/823297 24-FEB-2006	3290568 11-SEP-2007
BODYSMART	US	Tutor Time Learning Centers, LLC	78/752552 11-NOV-2005	3239078 08-MAY-2007
SELFSMART	US	Tutor Time Learning Centers, LLC	78/752554 11-NOV-2005	3148759 26-SEP-2006
NATURESMART	US	Tutor Time Learning Centers, LLC	78/750552 09-NOV-2005	3148745 26-SEP-2006
RHYTHMSMART	US	Tutor Time Learning Centers, LLC	78/749813 08-NOV-2005	3148739 26-SEP-2006
PEOPLES MART	US	Tutor Time Learning Centers, LLC	78/748199 07-NOV-2005	3334558 13-NOV-2007
NUMBERSMART	US	Tutor Time Learning Centers, LLC	78/748740 07-NOV-2005	3148725 26-SEP-2006
DESIGNSMART	US	Tutor Time Learning Centers, LLC	78/747798 04-NOV-2005	3148713 26-SEP-2006
LEARNING CARE GROUP	US	Learning Care Group	76/643898 29-JUL-2005	3113575 11-JUL-2006
	US	Learning Care Group	76/643899 29-JUL-2005	3212072 27-FEB-2007
CREATING CHARACTER	US	Learning Care Group	76/638097 06-MAY-2005	3245790 29-MAY-2007

Schedule A to Trademark Security Agreement

NY1622264.8

TRADEMARK
REEL: 004196 FRAME: 0681

Mark	Country/ State	Owner	Appl. No. Filing Date	Reg. No. Reg. Date
VIP REFERRAL REWARDS	US	La Petite Academy, Inc.	78/604479 08-APR-2005	3144663 19-SEP-2006
LEARNING. EVERY STEP OF THE WAY.	US	La Petite Academy, Inc.	78/567566 15-FEB-2005	3150570 03-OCT-2006
JOURNEY	US	La Petite Academy, Inc.	78/567767 15-FEB-2005	3170654 14-NOV-2006
	US	La Petite Academy, Inc.	76/624900 16-DEC-2004	3102759 13-JUN-2006
TUTOR TIME ADVENTURE CLUB	US	Tutor Time Learning Centers LLC	76/574731 02-FEB-2004	2999880 27-SEP-2005
	US	La Petite Academy, Inc.	76/282278 07-JUL-2001	2631040 08-OCT-2002
TUTOR TIME CENTER FOR ACADEMIC ENRICHMENT	US	Tutor Time Learning Centers, LLC	76/174446 01-DEC-2000	2673903 14-JAN-2003
TUTOR TIME	US	Tutor Time Learning Centers, LLC	76/112799 21-AUG-2000	2500116 23-OCT-2001
TUTOR TOWNE	US	Tutor Time Learning Centers, LLC	76/113012 21-AUG-2000	2490562 18-SEP-2001
	US	La Petite Academy, Inc.	76/084042 06-JUL-2000	2512152 27-NOV-2001
	US	Tutor Time Learning Centers, LLC	75/208475 05-DEC-1996	2308180 18-JAN-2000
	US	The Children's Courtyard, Inc.	74/462213 23-NOV-1993	1911851 15-AUG-1995
	US	Tutor Time Learning Centers, LLC	74/427573 23-AUG-1993	1844815 12-JUL-1994
LA PETITE JOURNEY	US	La Petite Academy, Inc.	74/143140 28-FEB-1991	1717005 15-SEP-1992
CHILDTIME	US	Childtime Childcare, Inc.	74/134685 30-JAN-1991	1806522 23-NOV-1993

Mark	Country/ State	Owner	Appl. No. Filing Date	Reg. No. Reg. Date
	US	La Petite Academy, Inc.	74/044539 02-APR-1990	1651762 23-JUL-1991
A GOOD BEGINNING THAT LASTS A LIFETIME	US	Childtime Childcare, Inc.	74/000832 16-NOV-1989	1621658 06-NOV-1990
	US	La Petite Academy, Inc.	73/811830 10-JUL-1989	1617106 09-OCT-1990
LA PETITE ACADEMY	US	La Petite Academy, Inc.	73/346067 18-JAN-1982	1307458 27-NOV-1984
	New York	Tutor Time Child Care/Learning Centers	N/A	S19925 14-FEB-2007
TUTOR TIME CHILD CARE/LEARNING CENTERS	Massachu setts	Tutor Time Learning Centers, LLC	N/A	68053 08-FEB-2007
CHILDTIME LEARNING CENTERS	Wisconsin	Childtime Childcare, Inc.	N/A	17-JAN-2007
LA PETITE ACADEMY GET WELL CENTER SPECIAL CARE FOR UNDER THE WEATHER KIDS	Georgia	La Petite Academy, Inc.	N/A	S9444 09-AUG-1989
LA PETITE ACADEMY	Wisconsin	Robert C. Surrige dba La Petite Academy, Inc.	N/A	01-MAR-1989

Schedule A to Trademark Security Agreement

NY1622264.8

RECORDED: 04/30/2010

TRADEMARK
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