

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM303631

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Collateral Agent		05/05/2014	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Learning Care Group, Inc.		
<b>Street Address:</b>	21333 Haggerty Road		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Novi		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48375		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	Childtime Childcare, Inc.		
<b>Street Address:</b>	21333 Haggerty Road		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Novi		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48375		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>Name:</b>	La Petite Academy, Inc.		
<b>Street Address:</b>	21333 Haggerty Road		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Novi		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48375		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	The Children's Courtyard, Inc.		
<b>Street Address:</b>	21333 Haggerty Road		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Novi		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48375		
<b>Entity Type:</b>	CORPORATION: TEXAS		

TRADEMARK

<b>Name:</b>	Tutor Time Learning Centers, LLC
<b>Street Address:</b>	21333 Haggerty Road
<b>Internal Address:</b>	Suite 300
<b>City:</b>	Novi
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48375
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MICHIGAN

**PROPERTY NUMBERS Total: 36**

Property Type	Number	Word Mark
Serial Number:	74000832	A GOOD BEGINNING THAT LASTS A LIFETIME
Registration Number:	1621658	A GOOD BEGINNING THAT LASTS A LIFETIME
Registration Number:	1806522	CHILDTIME
Registration Number:	3284165	CHILDTIME LEARNING CENTERS
Registration Number:	3290568	CHILDTIME CONNECTION
Registration Number:	3170654	JOURNEY
Registration Number:	3102759	JOURNEY PRESCHOOL
Registration Number:	2631040	MONTESSORI UNLIMITED
Registration Number:	2512152	LA PETITE ACADEMY
Registration Number:	1717005	LA PETITE JOURNEY
Registration Number:	1307458	LA PETITE ACADEMY
Registration Number:	3940574	KIDS OF CHARACTER
Registration Number:	3113575	LEARNING CARE GROUP
Registration Number:	3212072	LEARNING CARE GROUP
Registration Number:	3245790	CREATING CHARACTER
Registration Number:	3855715	EVERY CHILD DESERVES A BRILLIANT BEGINNI
Registration Number:	3855717	BRILLIANT BEGINNINGS
Registration Number:	3879654	IT ONLY TAKES ONE GREAT EXPERIENCE TO IN
Registration Number:	1911851	THE CHILDREN'S COURTYARD
Serial Number:	85726773	THE CHILDREN'S COURTYARD
Serial Number:	85668172	THE CHILDREN'S COURTYARD
Registration Number:	2999880	TUTOR TIME ADVENTURE CLUB
Registration Number:	3239078	BODYSMART
Registration Number:	2673903	TUTOR TIME CENTER FOR ACADEMIC ENRICHMEN
Registration Number:	2500116	TUTOR TIME
Registration Number:	2490562	TUTOR TOWNE
Registration Number:	2308180	"POOKIE"
Registration Number:	1844815	TUTOR TIME
Registration Number:	3285107	SAFE N SOUND
Registration Number:	3148759	SELFSMART

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	3148745	NATURESMART
Registration Number:	3148739	RHYTHMSMART
Registration Number:	3334558	PEOPLES MART
Registration Number:	3148725	NUMBERSMART
Registration Number:	3148713	DESIGNSMART
Registration Number:	4225189	ACTIVE LEARNING HEALTHY CARE

**CORRESPONDENCE DATA**

**Fax Number:** 2128594000  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
**Phone:** 212-859-8000  
**Email:** teas@ffhsj.com,jason.greenberg@friedfrank.com  
**Correspondent Name:** Jason Greenberg  
**Address Line 1:** One New York Plaza  
**Address Line 2:** Fried Frank LLP  
**Address Line 4:** New York, NEW YORK 10004

<b>ATTORNEY DOCKET NUMBER:</b>	33748-32 GREENBERG
<b>NAME OF SUBMITTER:</b>	Jason Greenberg
<b>SIGNATURE:</b>	/JG/
<b>DATE SIGNED:</b>	05/06/2014

**Total Attachments: 7**  
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**RELEASE OF SECURITY INTEREST**

This **RELEASE OF SECURITY INTEREST** (this “Release”) is made as of May 5, 2014 (“Effective Date”) by BANK OF AMERICA, N.A., as Collateral Agent (as defined in the Credit Agreement referred to below), in favor Learning Care Group, Inc., a Delaware corporation, Childtime Childcare, Inc., an Illinois corporation, La Petite Academy, Inc., a Delaware corporation, The Children’s Courtyard, Inc., a Texas corporation, and Tutor Time Learning Centers, LLC, a Michigan limited liability company (each, a “Grantor” and collectively, the “Grantors”). Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Security Agreement.

**WHEREAS**, reference is made to the Credit Agreement, dated as of May 8, 2013 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Learning Care Group (US) Inc., a Delaware corporation, Learning Care Group (US) No. 2 Inc., a Delaware corporation, each lender from time to time party thereto, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer and the other agents and parties party thereto;

**WHEREAS**, each Grantor is party to a Security Agreement, dated as of May 8, 2013 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which such Grantor executed and delivered to Collateral Agent that certain Trademark Security Agreement, dated as of May 8, 2013 (the “Trademark Security Agreement”).

**WHEREAS**, pursuant to the terms and conditions of the Security Agreement and the Trademark Security Agreement, each of the Grantors granted, as security for the payment or performance, as the case may be, in full of the Secured Obligations, to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantors’ right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, then owned or at any time thereafter acquired by such Grantor or in which such Grantor then had or at any time thereafter acquired any right, title or interest (the “Trademark Collateral”);

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 8, 2013 at Reel 5023, Frame 0460; and

**WHEREAS**, the Collateral Agent acknowledges full performance of the Secured Obligations and accordingly has agreed to terminate and release the grant of its security interest in and to all of the right, title or interest to any and all of the Trademark Collateral, and to reconvey any and all rights in the Trademark Collateral to the Grantors .

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Collateral Agent hereby terminates and releases in its entirety, with respect to each Grantor, all of its security interest in all of such Grantor’s right, title or interest in or to any

and all of the Trademark Collateral, and reassigns to such Grantor any and all right, title or interest it may have in such Trademark Collateral.

2. This Release may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Release shall be effective as delivery of an original executed counterpart of this Release. This Release shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or delivery the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

3. The Collateral Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

4. This Release shall be governed by, and construed in accordance with, the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature pages follow]

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned has executed and delivered this Release on the date first written above.





BANK OF AMERICA, N.A., as Collateral Agent

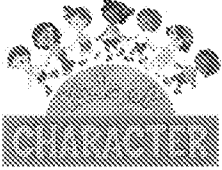



By: Brenda Schriener  
Name: Brenda Schriener  
Title: Vice President

[Signature Page to Release of Trademark Security Interest]



**TRADEMARK**  
**REEL: 005274 FRAME: 0216**


**SCHEDULE I**  
**OWNED TRADEMARKS**

<b>Trademark</b>	<b>Country/ State</b>	<b>Owner</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg Date:</b>
CHILDTIME LEARNING CENTERS	Wisconsin	Childtime Childcare, Inc. (IL corp.)	N/A	17-Jan-2007
A GOOD BEGINNING THAT LASTS A LIFETIME	US	Childtime Childcare, Inc. (IL corp.)	74/000832 16-NOV-1989	1621658 06-NOV-1990
CHILDTIME	US	Childtime Childcare, Inc. (IL corp.)	74/134685 30-JAN-1991	1806522 23-NOV-1993
	US	Childtime Childcare, Inc. (MI Corp.)	76/657477 27-MAR-2006	3284165 28-AUG-2007
CHILDTIME CONNECTION	US	Childtime Childcare, Inc. (MI Corp.)	78/823297 24-FEB-2006	3290568 11-SEP-2007
JOURNEY	US	La Petite Academy, Inc. (DE Corp.)	78/567767 5-FEB-2005	3170654 14-NOV-2006
	US	La Petite Academy, Inc. (DE Corp.)	76/624900 16-DEC-2004	3102759 13-JUN-2006
	US	La Petite Academy, Inc. (DE Corp.)	76/282278 07-JUL-2001	2631040 08-OCT-2002
	US	La Petite Academy, Inc. (DE Corp.)	76/084042 06-JUL-2000	2512152 27-NOV-2001
LA PETITE JOURNEY	US	La Petite Academy, Inc. (DE Corp.)	74/143140 8-FEB-1991	1717005 15-SEP-1992

Trademark	Country/ State	Owner	Appl. No. Filing Date	Reg. No. Reg Date:
LA PETITE ACADEMY	US	La Petite Academy, Inc. (DE Corp.)	73/346067 18-JAN-1982	1307458 27-NOV-1984
	US	La Petite Academy, Inc. (DE Corp.)	85/098984 03-AUG-2010	3940574 05-APR-2011
LEARNING CARE GROUP	US	Learning Care Group (MI Corp.)	76/643898 29-JUL-2005	3113575 11-JUL-2006
	US	Learning Care Group (MI Corp.)	76/643899 29-JUL-2005	3212072 27-FEB-2007
CREATING CHARACTER	US	Learning Care Group (MI Corp.)	76/638097 06-MAY-2005	3245790 29-MAY-2007
EVERY CHILD DESERVES A BRILLIANT BEGINNING	US	Learning Care Group, Inc. (MI Corp.)	77/824394 11-SEP-2009	3855715 05-OCT-2010
	US	Learning Care Group, Inc. (MI Corp.)	77/824459 11-SEP-2009	3855717 05-OCT-2010
IT ONLY TAKES ONE GREAT EXPERIENCE TO INSPIRE YOUR CHILD FOR LIFE	US	Learning Care Group, Inc. (MI Corp.)	85/010587 09-APR-2010	3879654 23-NOV-2010
	US	The Children's Courtyard, Inc. (TX Corp.)	74/62213 23-NOV-1993	1911851 15-AUG-1995



Trademark	Country/ State	Owner	Appl. No. Filing Date	Reg. No. Reg Date:
	US	The Children's Courtyard, Inc. (TX Corp.)	85/726773 12-SEP- 2012	N/A
THE CHILDREN'S COURTYARD	US	The Children's Courtyard, Inc. (TX Corp.)	85/668172 03-JUL- 2012	N/A
TUTOR TIME ADVENTURE CLUB	US	Tutor Time Learning Centers, LLC (FL Corp.)	76/574731 02-FEB- 2004	2999880 27-SEP- 2005
BODYSMART	US	Tutor Time Learning Centers, LLC (MI LLC)	78/752552 11-NOV- 2005	3239078 08-MAY- 2007
TUTOR TIME CENTER FOR ACADEMIC ENRICHMENT	US	Tutor Time Learning Centers, LLC (state of incorp. not listed--only identified as Corp.)	76/174446 01-DEC- 2000	2673903 14-JAN- 2003
TUTOR TIME	US	Tutor Time Learning Centers, LLC (state of incorp. not listed--only identified as Corp.)	76/112799 21-AUG- 2000	2500116 23-OCT- 2001
TUTOR TOWNE	US	Tutor Time Learning Centers, LLC (state of incorp. not listed--only identified as Corp.)	76/113012 21-AUG- 2000	2490562 18-SEP- 2001
	US	Tutor Time Learning Centers, LLC (state of incorp. not listed--only identified as Corp.)	75/208475 05-DEC- 1996	2308180 18-JAN- 2000
<b>TUTOR TIME</b>	US	Tutor Time Learning Centers, LLC (state of incorp. not listed--only identified as Corp.)	74/427573 23-AUG- 1993	1844815 12-JUL- 1994
SAFE N SOUND	US	Tutor Time Learning Centers, LLC (MI Corp.)	77/048043 20-NOV- 2006	3285107 28-AUG- 2007

<b>Trademark</b>	<b>Country/ State</b>	<b>Owner</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg Date:</b>
SELFSMART	US	Tutor Time Learning Centers, LLC (MI LLC)	78/752554 11-NOV- 2005	3148759 26-SEP- 2006
NATURESMART	US	Tutor Time Learning Centers, LLC (MI LLC)	78/750552 09-NOV- 2005	3148745 26-SEP- 2006
RHYTHMSMART	US	Tutor Time Learning Centers, LLC (MI LLC)	78/49813 08-NOV- 2005	3148739 26-SEP- 2006
PEOPLES MART	US	Tutor Time Learning Centers, LLC (MI LLC)	78/748199 07-NOV- 2005	3334558 13-NOV- 2007
NUMBERSMART	US	Tutor Time Learning Centers, LLC (MI LLC)	78/48740 07-NOV- 2005	3148725 26-SEP- 2006
DESIGNSMART	US	Tutor Time Learning Centers, LLC (MI LLC)	78/747798 04-NOV- 2005	3148713 26-SEP- 2006
	US	Tutor Time Learning Centers, LLC (MI LLC)	85/553462 27-FEB- 2012	4225189 16-OCT- 2012