

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373104

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplemental Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cadence Education, Inc.		02/12/2016	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4224804	NGCC	
<b>Registration Number:</b>	4423820	NEXT GENERATION CHILDREN'S CENTERS	
<b>Serial Number:</b>	86785835	PHOENIX CHILDREN'S ACADEMY PRIVATE PRESC	
<b>Serial Number:</b>	86785841	THE PHOENIX SCHOOLS PRIVATE PRESCHOOL	
<b>Serial Number:</b>	86785844	THE PHOENIX SCHOOLS PRIVATE PRESCHOOL	
<b>Serial Number:</b>	86785838	THE PHOENIX SCHOOLS PRIVATE K - 8	
<b>Serial Number:</b>	86785830	PHOENIX CHILDREN'S ACADEMY PRIVATE PRESC	
<b>Serial Number:</b>	86780712	SMALLER SCHOLARS MONTESSORI ACADEMY	
<b>Serial Number:</b>	86780714	SMALLER SCHOLARS MONTESSORI ACADEMY	
<b>Serial Number:</b>	86780725	FLANAGAN'S PRESCHOOL	
<b>Serial Number:</b>	86780730	GATEWAY ACADEMY CHILD DEVELOPMENT CENTER	
<b>Serial Number:</b>	86780718	FLANAGAN'S PRESCHOOL	
<b>Serial Number:</b>	86742060	CADENCE EDUCATION	
<b>Serial Number:</b>	86742062	CADENCE EDUCATION	
<b>Serial Number:</b>	86666672	CADENCE EDUCATION	
<b>Serial Number:</b>	86666663	A CADENCE EDUCATION SCHOOL	
<b>Serial Number:</b>	86666678	CADENCE ACADEMY PRESCHOOL	
<b>CORRESPONDENCE DATA</b>			

CH \$440.00 4224804

**Fax Number:** 3129939767

**Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.**

**Phone:** 3129932647

**Email:** zeynep.gieseke@lw.com

**Correspondent Name:** Zeynep Gieseke

**Address Line 1:** 330 N. Wabash Avenue, Suite 2800

**Address Line 2:** Latham & Watkins LLP

**Address Line 4:** chicago, ILLINOIS 60611

<b>ATTORNEY DOCKET NUMBER:</b>	057121-0063
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<b>NAME OF SUBMITTER:</b>	Zeynep Gieseke
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<b>SIGNATURE:</b>	/zg/
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<b>DATE SIGNED:</b>	02/12/2016
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**Total Attachments: 7**

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## SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 12, 2016, is made by CADENCE EDUCATION, INC. (the "Grantor"), a Delaware corporation, in favor of ANTARES CAPITAL LP (successor in interest to General Electric Capital Corporation) as agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Agent").

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of August 26, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and the Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to a Guaranty and Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") of even date with the Credit Agreement and in favor of Agent pursuant to which the Grantor is required to execute and deliver this Supplemental Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Grantor thereunder, the Grantor hereby agrees with Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks (other than any "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Supplemental Intellectual Property Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

5. Termination. This Supplemental Intellectual Property Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

6. Counterparts. This Supplemental Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

7. Governing Law and Jurisdiction. This Supplemental Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Supplemental Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CADENCE EDUCATION, INC.,**  
as Grantor

By:   
Name: DAVID GOLDBERG  
Title: CHIEF EXECUTIVE OFFICER

[Signature Page to Supplemental Intellectual Property Security Agreement]

ACCEPTED AND AGREED  
as of the date first written above:

ANTARES CAPITAL LP, as Agent

By:   
Name: Robert A. Raskin  
Title: Duly Authorized Signatory

[Signature Page to Supplemental Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 005731 FRAME: 0109**

**SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Trademark Registration and Application Numbers**

<b>Owner</b>	<b>Title</b>	<b>Registration/ Application No.</b>
Cadence Education, Inc.	NGCC	4224804
Cadence Education, Inc.	Next Generation Children's Centers	4423820
Cadence Education, Inc.	Phoenix Children's Academy Private Preschool	86785835
Cadence Education, Inc.	The Phoenix Schools Private Preschool	86785841
Cadence Education, Inc.	The Phoenix Schools Private Preschool	86785844
Cadence Education, Inc.	The Phoenix Schools Private K-8	86785838
Cadence Education, Inc.	Phoenix Children's Academy Private Preschool	86785830
Cadence Education, Inc.	Smaller Scholars Montessori Academy	86780712
Cadence Education, Inc.	Smaller Scholars Montessori Academy	86780714
Cadence Education, Inc.	Flanagan's Preschool	86780725
Cadence Education, Inc.	Gateway Academy Child Development Centers	86780730



<b>Owner</b>	<b>Title</b>	<b>Registration/ Application No.</b>
Cadence Education, Inc.	Flanagan's Preschool	86780718
Cadence Education, Inc.	Cadence Education	86742060
Cadence Education, Inc.	Cadence Education	86742062
Cadence Education, Inc.	Cadence Education	86666672
Cadence Education, Inc.	A Cadence Education School	86666663
Cadence Education, Inc.	Cadence Academy Preschool	86666678