

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404961

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BRIGHT HORIZONS CHILDREN'S CENTER LLC		11/07/2016	Limited Liability Company: DELAWARE
BRIGHT HORIZONS FAMILY SOLUTIONS LLC		11/07/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK N.A., AS COLLATERAL AGENT
Street Address:	10 S. DEARBORN, 7TH FLOOR L-2
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4172837	CHOICE 4 CARE
Registration Number:	4172836	CHOICE 4 CARE BACKUP CARE FOR ALL AGES A
Registration Number:	4172834	CHOICE 4 CARE BACK-UP CARE
Registration Number:	4101623	CHILDREN'S CHOICE LEARNING CENTERS
Registration Number:	3040961	CHOICE TRACKING
Registration Number:	3040960	CHOICE TRACKING
Registration Number:	2752740	CHILDREN'S CHOICE
Registration Number:	2773398	CHILDREN'S CHOICE LEARNING CENTERS
Registration Number:	2332024	SNIFFLES & SNUGGLES
Registration Number:	4023246	EDLINK
Registration Number:	4583441	BRIGHT HORIZONS CARE ADVANTAGE
Registration Number:	4583442	BRIGHT HORIZONS CAREDIRECT
Registration Number:	3239345	CLASSICS CRUISE LINE COMPANY
Registration Number:	2776728	QUALITY CHILD CARE THAT IS ALWAYS THERE
Registration Number:	4504287	THE HEART CONNECTOR SERIES
Registration Number:	3358413	HORIZONS DESIGN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3359864	HORIZONS DESIGN
Registration Number:	2027048	CHILDREN FIRST

CORRESPONDENCE DATA

Fax Number: 8668265420

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: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agooda

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER: crs1-41459

NAME OF SUBMITTER: Penelope J.A. Agooda

SIGNATURE: /pja/

DATE SIGNED: 11/09/2016

Total Attachments: 6

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of November 7, 2016 (this “Agreement”), among BRIGHT HORIZONS FAMILY SOLUTIONS LLC (the “Grantor”), and JPMORGAN CHASE BANK, N.A., as collateral agent for the secured parties under the Credit Agreement and the Security Agreement referred to below (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Incremental and Amendment and Restatement Agreement, dated as of November 7, 2016 (the “Incremental and Amendment and Restatement Agreement”), among the Borrower, Bright Horizons Capital Corp. (“Holdings”), Goldman Sachs Bank USA, as existing administrative agent, Swing Line Lender and L/C Issuer, JPMorgan Chase Bank, N.A., as successor administrative agent and L/C Issuer, and the several Lenders party thereto and (b) the Credit Agreement dated as of January 30, 2013 (as amended and restated by the Incremental and Amendment and Restatement Agreement, the “Credit Agreement”), among the Borrower, Holdings, the Subsidiaries party thereto from time to time, JPMorgan Chase Bank, N.A., as Administrative Agent, L/C Issuer, Joint Lead Arranger and Joint Bookrunner and the other Lenders from time to time party thereto.

WHEREAS, the Grantor is party to a Security Agreement, dated as of January 30, 2013 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrower, Holdings, the Subsidiaries of the Borrower party thereto and the Collateral Agent, in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend credit under the Incremental and Amendment and Restatement Agreement and the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

A. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in the Grantor’s 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, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

B. Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Owned Trademark 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

C. Counterparts. This Agreement 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 Agreement shall be effective as delivery of an original executed counterpart of this Agreement. This Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the 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 the 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.

D. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

E. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

[signature page follows]


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

BRIGHT HORIZONS CHILDREN'S CENTERS LLC,
as Grantor

By: 
Name: Elizabeth Boland
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,


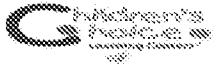
by 
Name: Peter M. Killip
Title: Executive Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

U.S. Trademark Registrations

Registration No.	Serial No.	Trademark/Logo	Expiration/Action required	Status
4172837	85330099	Choice 4 Care	July 10, 2018 (Action Date)	Registered
4172836	85330054	Choice 4 Care Backup Care for all ages and Stages of Life...Trust the Heart 	July 10, 2018 (Action Date)	Registered
4172834	85329650	Choice 4 Care back-Up Care <small>Choice 4 Care Back-up Care</small>	July 10, 2018 (Action Date)	Registered
4101623	85331683	Children's Choice Learning Centers 	Feb 21, 2018 (Action Date)	Registered
3040961	78510128	Choice Tracking	Oct 10, 2016 (Action Date)	Registered
3040960	78510118	Choice Tracking	Oct 10, 2016 (Action Date)	Registered
2752740	76467701	Children's Choice	Aug 19, 2023 (Action Date)	Registered
2773398	76462662	Children's Choice Learning Centers	Oct 14, 2023 (Action Date)	Registered
2332024	75644225	Sniffles & Snuggles	Mar 21, 2020 (Action Date)	Registered
4023246	77789375	EDLINK	Sept 6, 2017 (Action Date)	Registered
4583441	86133565	Bright Horizons Care Advantage	Apr 1, 2020 (Action Date)	Registered
4583442	86133572	Bright Horizons CareDirect	Apr 8, 2020 (Action Date)	Registered
3239345	78903895	Classics Cruise Line Co.		Registered
2776728	76436542	Quality Child Care that is Always There		Registered

4504287	85892216	The Heart Connector Series		Registered
3358413		Horizons Design	Dec 25, 2017	Registered
3359864		Horizons Design	Dec 25, 2017	Registered
2027048		Children First	Dec 31, 2016	Registered

U.S. Trademark Applications

None.