

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM462670

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Endeavor Schools, LLC		02/16/2018	Limited Liability Company: DELAWARE
ENDEAVOR, CARPE DIEM, LLC		02/16/2018	Limited Liability Company: DELAWARE
ES CRANIUM, LLC		02/16/2018	Corporation: DELAWARE Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THL Corporate Finance, Inc.		
Street Address:	100 Federal St. 31st Floor		
Internal Address:	c/o THL Credit Advisors LLC		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark:	
Registration Number:	5099111	CAMP EXPLORER	
Registration Number:	4406417	CRANIUM ACADEMY	
Registration Number:	3973777	CARPE DIEM PRIVATE PRESCHOOL	
Registration Number:	3973779	CARPE DIEM PRIVATE PRESCHOOL	
Registration Number:	3645777	CREATIVE CHILD LEARNING CENTER THE SMART	
Serial Number:	87591402	CAMP EXPLORER	
Serial Number:	87531813	ENDEAVOR.SCHOOLS	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<i>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.</i>			
Phone:	9498527792		
Email:	ipprosecution@orrick.com		
Correspondent Name:	ORRICK HERRINGTON & SUTCLIFFE LLP / VHS		
Address Line 1:	2050 Main Street, suite 1100		

CH \$190.00 5099111

Address Line 4:	Irvine, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	36698-4
NAME OF SUBMITTER:	Victor Santos
SIGNATURE:	/Victor Santos/
DATE SIGNED:	02/20/2018
Total Attachments: 7 source=Endeavor - Trademark Security Agreement#page1.tif source=Endeavor - Trademark Security Agreement#page2.tif source=Endeavor - Trademark Security Agreement#page3.tif source=Endeavor - Trademark Security Agreement#page4.tif source=Endeavor - Trademark Security Agreement#page5.tif source=Endeavor - Trademark Security Agreement#page6.tif source=Endeavor - Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 16, 2018, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of THL CORPORATE FINANCE, INC., as collateral agent (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”) for the Secured Parties.

WHEREAS each Grantor is party to a Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. Each Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties 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 (collectively, the “**Trademark Collateral**”):

(i) (x) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office (“**USPTO**”) 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, any of the foregoing referred to in Schedule A (if any), and (y) the right to obtain all renewals thereof,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including,

without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the 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. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO and other like trademark offices throughout the world record this Agreement.

SECTION 5. TERMINATION

This Agreement shall remain in full force and effect until the Termination Date, at which time this Agreement and the lien on and security interest in the Trademark Collateral shall be released upon the indefeasible payment in full in cash of all the Obligations and the expiration of the Commitments. Upon the termination of this Agreement, the Collateral Agent shall, at the sole expense of the Grantor, 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.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAWS PROVISIONS.

SECTION 7. COUNTERPARTS

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ENDEAVOR SCHOOLS, LLC, as Grantor

By: RC
Name: Ricardo Campo
Title: President

ENDEAVOR CARPE DIEM, LLC, as Grantor

By: RC
Name: Ricardo Campo
Title: President

ES CRANIUM, LLC, as Grantor


By: RC
Name: Ricardo Campo
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006330 FRAME: 0290


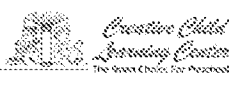
Acknowledged and Agreed:

THL CORPORATE FINANCE, INC, as Collateral
Agent

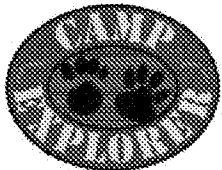
By: 
Name: Howard Wu
Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Citation	Source	Image	Owner Name	Class	Application Number	Registration Number	Status
CAMP EXPLORER	USPTO	CAMP EXPLORER	ENDEAVOR SCHOOLS, LLC	41 43	App 86935797	Reg 5099111	Registered
CRANIUM ACADEMY	USPTO	Cranium Academy	ES CRANIUM, LLC	41	App 85844072	Reg 4406417	Registered
CARPE DIEM PRIVATE PRESCHOOL Translation: SEIZE THE DAY PRIVATE PRESCHOOL	USPTO	CARPE DIEM PRIVATE PRESCHOOL	ENDEAVOR CARPE DIEM, LLC	43	App 85147507	Reg 3973777	Registered
CARPE DIEM PRIVATE PRESCHOOL Translation: SEIZE THE DAY	USPTO		ENDEAVOR CARPE DIEM, LLC	43	App 85147528	Reg 3973779	Registered
CREATIVE CHILD LEARNING CENTER THE SMART CHOICE FOR PRESCHOOL	USPTO		ENDEAVOR SCHOOLS, LLC	43	App 77466873	Reg 3645777	Registered

Pending Trademark Applications

Citation	Source	Image	Owner Name	Class	Application Number	Registration Number	Status
CAMP EXPLORER	USPTO		ENDEAVOR SCHOOLS, LLC	41 43	App 87591402		Pending

ENDEAVOR SCHOOLS	USPTO	ENDEAVOR SCHOOLS	ENDEAVOR SCHOOLS, LLC	35	App 87531813		Pending
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Schedule A

4152-8107-1633

RECORDED: 02/20/2018

**TRADEMARK
REEL: 006330 FRAME: 0293**