

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM817151

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wilmington Trust, National Association		06/12/2023	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ree Holdco, Inc.		
<b>Street Address:</b>	1732 Crooks Road		
<b>City:</b>	Troy		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48084		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Ree Southeast, Inc.		
<b>Street Address:</b>	1732 Crooks Rd		
<b>City:</b>	Troy		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48084		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Kindercare Education LLC		
<b>Street Address:</b>	650 NE HOLLADAY STREET		
<b>City:</b>	Portland		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97232		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	Kindercare Learning Centers LLC		
<b>Street Address:</b>	650 NE Holladay Street		
<b>City:</b>	Portland		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97232		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 50</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5537539	COOKING ACADEMY	
		<b>TRADEMARK</b>	

900779234

REEL: 008099 FRAME: 0436

CH \$1265.00 5537539

Property Type	Number	Word Mark
Registration Number:	5269344	KINDERCARE EDUCATION
Registration Number:	5263900	KINDERCARE EDUCATION
Registration Number:	5195412	RAINBOW
Registration Number:	5063690	PLAYING & LEARNING WITH MOMMY
Registration Number:	5088176	K KINDERCARE EDUCATION
Registration Number:	4567622	WHERE LEARNING AND FUN COME TOGETHER
Registration Number:	4498246	IT'S ALL DESIGNED FOR LEARNING
Registration Number:	4756711	NURTUREGREATNESS
Registration Number:	4190583	KINDERCARE
Registration Number:	4094312	CAMBRIDGE
Registration Number:	4112452	CAMBRIDGE PRESCHOOLS
Registration Number:	4094313	CAMBRIDGE SCHOOLS
Registration Number:	4853055	MUSIC ADVENTURES
Registration Number:	4096561	THE GROVE SCHOOL
Registration Number:	3884068	
Registration Number:	3874580	THE GROVE SCHOOL
Registration Number:	3739628	EARLY FOUNDATIONS
Registration Number:	3842738	COOKING ADVENTURES
Registration Number:	3733415	KINDERCARE
Registration Number:	3646848	
Registration Number:	3674061	LEARNING ADVENTURES
Registration Number:	3674062	PHONICS ADVENTURES
Registration Number:	3674063	MATH ADVENTURES
Registration Number:	3674064	SPANISH ADVENTURES
Registration Number:	3674065	READING ADVENTURES
Registration Number:	3298089	CAMP CAMBRIDGE
Registration Number:	2892993	WHERE LIFETIME LEARNING BEGINS
Registration Number:	2786396	KINDUSTRY
Registration Number:	2815479	THE DO-RIGHT CREW
Registration Number:	2842138	CAMBRIDGE ACADEMY
Registration Number:	2650339	
Registration Number:	2329638	LITTLE PROS ACADEMY
Registration Number:	2423742	KNOWLEDGE BEGINNINGS
Registration Number:	2373235	CHAMPIONS
Registration Number:	2259820	
Registration Number:	2134246	WELCOME TO LEARNING
Registration Number:	2189883	DAYBRIDGE
Registration Number:	2243928	MERITOR

Property Type	Number	Word Mark
Registration Number:	1905371	KINDERCARE
Registration Number:	1859542	KINDERCARE
Registration Number:	1683354	CAMBRIDGE LEARNING CENTRE
Registration Number:	1659140	CHILDREN'S DISCOVERY CENTERS
Registration Number:	1594176	KINDERCARE
Registration Number:	1606796	CHILDREN'S WORLD LEARNING CENTERS
Registration Number:	1425219	
Registration Number:	1238509	KINDERCARE
Registration Number:	1224603	KINDERCARE
Registration Number:	1142919	KINDERCARE
Registration Number:	0905288	CHILDREN'S WORLD

**CORRESPONDENCE DATA**

Fax Number: 3128622200

*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: 3128622000

Email: jeffrey.norgle@kirkland.com

Correspondent Name: Jeffrey Norgle

Address Line 1: 300 NORTH LASALLE

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	47491-2
NAME OF SUBMITTER:	Jeffrey Norgle
SIGNATURE:	/Jeffrey Norgle/
DATE SIGNED:	06/13/2023

**Total Attachments: 7**

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of June, 12 2023 ("Effective Date") by Wilmington Trust, National Association, in its capacity as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the "Collateral Agent"), in favor of Ree Holdco, Inc., Ree Southeast, Inc., Kindercare Education LLC, Kindercare Learning Centers LLC (each a "Grantor" and, together, the "Grantors").

**WHEREAS**, the Grantors are parties to the First Lien Note Security Agreement, dated as of July 6, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors have granted a security interest to the Collateral Agent in the Trademark Collateral and are required to execute and deliver this Agreement;

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantors and the Collateral Agent dated July 6, 2020 (the "Trademark Security Agreement"), Grantors granted to the Collateral Agent a security interest in and to all of Grantors' right, title and interest in and to all of the Trademark Collateral (as defined below);

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on July 7, 2020, at Reel 6992, Frame 0035; and

**WHEREAS**, Grantors have paid all of its outstanding indebtedness to the Secured Parties.

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

1. Trademark Collateral. Pursuant to the Trademark Security Agreement, each Grantor granted to the Collateral Agent a security interest in and to all of such Grantor's right, title and interest in and to all of the following, in each case whether owned or existing or thereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral");

(i) all U.S. federal trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or thereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks");

(ii) all goodwill of such Grantor's business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

2. Release. The Collateral Agent hereby, without recourse or warranty of any kind or nature, terminates and cancels the Trademark Security Agreement, and hereby, without recourse or warranty of any kind or nature, (i) terminates, cancels and releases any and all other rights, liens and security interests that it has in, to and under the security interests it has against the Trademark Collateral, and (ii) reassigns, grants and conveys to each Grantor any and all right, title, or interest the Collateral Agent has in the Trademark Collateral, in each case, including, without limitation, the Trademark Collateral referred to on Schedule A attached hereto.

3. Recordation. The Collateral Agent authorizes and requests that this Release be filed and recorded with the PTO or any other applicable government office.

4. Relation to Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. 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. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

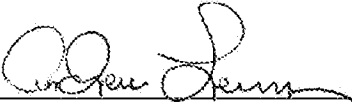
5. Counterparts. This Release may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Release by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Release.

6. Concerning the Collateral Agent. Wilmington Trust, National Association is executing this Release not in its individual or corporate capacity but solely in its capacity as Collateral Agent under the Note Purchase Agreement (as defined in the Security Agreement). In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Collateral Agent under the Note Purchase Agreement and the Security Agreement, as if such rights, privileges, immunities and indemnities were expressly set forth herein.

\* \* \* \* \*

**IN WITNESS WHEREOF**, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

Wilmington Trust, National Association, as Collateral Agent

  
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Name: Andrew Lennon

Title: Assistant Vice President


SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Jurisdiction	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Current Owner
COOKING ACADEMY	U.S. Federal	87729059	12/20/2017	5537539	08/07/2018	KINDERCARE EDUCATION, LLC
KINDERCARE EDUCATION	U.S. Federal	87185204	09/27/2016	5269344	08/22/2017	KINDERCARE EDUCATION LLC
K KINDERCARE EDUCATION	U.S. Federal	87185226	09/27/2016	5263900	08/15/2017	KINDERCARE EDUCATION LLC
RAINBOW	U.S. Federal	87181693	09/23/2016	5195412	05/02/2017	REE HOLDCO, INC.
PLAYING & LEARNING WITH MOMMY	U.S. Federal	86936273	03/10/2016	5063690	10/18/2016	KINDERCARE EDUCATION LLC
K KINDERCARE EDUCATION	U.S. Federal	86814067	11/09/2015	5088176	11/22/2016	KINDERCARE EDUCATION LLC
WHERE LEARNING AND FUN COME TOGETHER	U.S. Federal	86128941	11/25/2013	4567622	07/15/2014	KINDERCARE EDUCATION LLC
IT'S ALL DESIGNED FOR LEARNING	U.S. Federal	86082926	10/04/2013	4498246	03/18/2014	KINDERCARE EDUCATION LLC
NURTUREGREATNESS	U.S. Federal	86080628	10/02/2013	4756711	06/16/2015	KINDERCARE EDUCATION LLC
KINDERCARE	U.S. Federal	85507789	01/03/2012	4190583	08/14/2012	KINDERCARE EDUCATION LLC
CAMBRIDGE	U.S. Federal	85049849	05/27/2010	4094312	01/31/2012	KINDERCARE EDUCATION LLC
CAMBRIDGE PRESCHOOLS	U.S. Federal	85049856	05/27/2010	4112452	03/13/2012	KINDERCARE EDUCATION LLC
CAMBRIDGE SCHOOLS	U.S. Federal	85049858	05/27/2010	4094313	01/31/2012	KINDERCARE EDUCATION LLC

Trademark	Jurisdiction	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Current Owner
MUSIC ADVENTURES	U.S. Federal	77911541	01/13/2010	4853055	11/17/2015	KINDERCARE EDUCATION LLC
THE GROVE SCHOOL	U.S. Federal	77835950	09/27/2009	4096561	02/07/2012	KINDERCARE EDUCATION LLC
Design Only	U.S. Federal	77835954	09/27/2009	3884068	11/30/2010	KINDERCARE EDUCATION LLC
						
THE GROVE SCHOOL	U.S. Federal	77804209	08/13/2009	3874580	11/09/2010	KINDERCARE EDUCATION LLC
EARLY FOUNDATIONS	U.S. Federal	77761183	06/16/2009	3739628	01/19/2010	KINDERCARE EDUCATION LLC
COOKING ADVENTURES	U.S. Federal	77761195	06/16/2009	3842738	08/31/2010	KINDERCARE EDUCATION LLC
KINDERCARE	U.S. Federal	77626371	12/04/2008	3733415	01/05/2010	KINDERCARE EDUCATION LLC
Design Only	U.S. Federal	77626393	12/04/2008	3646848	06/30/2009	KINDERCARE EDUCATION LLC
						
LEARNING ADVENTURES	U.S. Federal	77467579	05/07/2008	3674061	08/25/2009	KINDERCARE EDUCATION LLC
PHONICS ADVENTURES	U.S. Federal	77467584	05/07/2008	3674062	08/25/2009	KINDERCARE EDUCATION LLC
MATH ADVENTURES	U.S. Federal	77467603	05/07/2008	3674063	08/25/2009	KINDERCARE EDUCATION LLC
SPANISH ADVENTURES	U.S. Federal	77467618	05/07/2008	3674064	08/25/2009	KINDERCARE EDUCATION LLC
READING ADVENTURES	U.S. Federal	77467625	05/07/2008	3674065	08/25/2009	KINDERCARE EDUCATION LLC
CAMP CAMBRIDGE	U.S. Federal	78960156	08/24/2006	3298089	09/25/2007	KINDERCARE EDUCATION LLC



Trademark	Jurisdiction	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Current Owner
WHERE LIFETIME LEARNING BEGINS	U.S. Federal	76553624	10/23/2003	2892993	10/12/2004	KINDERCARE EDUCATION LLC
KINDUSTRY	U.S. Federal	78157782	08/26/2002	2786396	11/25/2003	KINDERCARE EDUCATION LLC
THE DO-RIGHT CREW	U.S. Federal	76362186	01/22/2002	2815479	02/17/2004	KINDERCARE EDUCATION LLC
CAMBRIDGE ACADEMY	U.S. Federal	76272706	06/18/2001	2842138	05/18/2004	KINDERCARE EDUCATION LLC
Design Only 	U.S. Federal	76167705	11/17/2000	2650339	11/12/2002	KINDERCARE EDUCATION LLC
LITTLE PROS ACADEMY	U.S. Federal	75703353	05/12/1999	2329638	03/14/2000	REE SOUTHEAST, INC.
KNOWLEDGE BEGINNINGS	U.S. Federal	75478144	04/30/1998	2423742	01/23/2001	KINDERCARE EDUCATION LLC
CHAMPIONS	U.S. Federal	75300603	05/30/1997	2373235	08/01/2000	KINDERCARE EDUCATION LLC
Design Only 	U.S. Federal	75262686	03/24/1997	2259820	07/06/1999	KINDERCARE EDUCATION LLC
WELCOME TO LEARNING	U.S. Federal	75230501	01/24/1997	2134246	02/03/1998	KINDERCARE EDUCATION LLC
DAYBRIDGE	U.S. Federal	75217658	12/23/1996	2189883	09/15/1998	KINDERCARE EDUCATION LLC
MERITOR	U.S. Federal	75978211	11/15/1996	2243928	05/04/1999	KINDERCARE EDUCATION LLC
KINDERCARE	U.S. Federal	74412251	07/14/1993	1905371	07/18/1995	KINDERCARE EDUCATION LLC
KINDERCARE	U.S. Federal	74412265	07/14/1993	1859542	10/25/1994	KINDERCARE EDUCATION LLC
CAMBRIDGE LEARNING CENTRE	U.S. Federal	74112144	11/05/1990	1683354	04/14/1992	KINDERCARE EDUCATION LLC

Trademark	Jurisdiction	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Current Owner
CHILDREN'S DISCOVERY CENTERS	U.S. Federal	74028123	02/12/1990	1659140	10/01/1991	KINDERCARE EDUCATION LLC
KINDERCARE	U.S. Federal	73812880	07/17/1989	1594176	05/01/1990	KINDERCARE EDUCATION LLC
CHILDREN'S WORLD LEARNING CENTERS	U.S. Federal	73801220	05/19/1989	1606796	07/17/1990	KINDERCARE EDUCATION LLC
Design Only 	U.S. Federal	73596663	05/05/1986	1425219	01/13/1987	KINDERCARE EDUCATION LLC
KINDERCARE	U.S. Federal	73359691	04/14/1982	1238509	05/17/1983	KINDERCARE EDUCATION LLC
KINDERCARE	U.S. Federal	73357663	04/01/1982	1224603	01/18/1983	KINDERCARE EDUCATION LLC
KINDERCARE	U.S. Federal	73187597	09/29/1978	1142919	12/09/1980	KINDERCARE EDUCATION LLC
CHILDREN'S WORLD	U.S. Federal	72309841	10/17/1968	0905288	12/29/1970	KINDERCARE EDUCATION LLC