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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

Md 4.6.99

1. Name of conveying party(ies): Mulberry Child Care Centers, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- Delaware  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: Canaan Advisors II, LLC

Internal Address: \_\_\_\_\_

Street Address: 105 Rowayton Avenue

City: Rowayton Country: USA ZIP: 06853

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation \_\_\_\_\_  
 Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other Amended & Restated Supplement to Amended and Restated Security

Execution Date: March 31, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/210491

Additional numbers attached?  Yes  No

B. Trademark registration No.(s) 1,444,615

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Clifford Chance

Internal Address: Patricia Del Rio, LA

Street Address: 1 New York Plaza

City: NY State: NY ZIP: 10004

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): ..... \$ 80.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

PATRICIA M. DEL RIO                      Patricia M. Del Rio                      4/1/99  
 Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: \_\_\_\_\_

OMB No. 0651-0011 (exp. 4/94)



Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

04-06-1999

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

U.S. Patent & TMO/TM Mail Rcpt Dt. #22

04/23/1999 DNGUYEN 00000275 1444615

01 FC:481                      40.00 DP  
 02 FC:482                      25.00 DP  
 03 FC:998                      15.00 DP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

## SUPPLEMENT TO SECURITY AGREEMENT

## (TRADEMARKS)

**WHEREAS, MULBERRY CHILD CARE CENTERS, INC.**, a Delaware corporation (herein referred to as "**Debtor**"), having an address at 75 Second Avenue, Suite 230, Needham, Massachusetts 02194 (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 2-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "**Trademarks**"); and

**WHEREAS**, Debtor has entered into a Security Agreement (said Agreement, as it may hereafter be amended or otherwise modified from time to time being the "**Security Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Secured Party (as defined in the Security Agreement); and

**WHEREAS**, pursuant to the Security Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof and all proceeds thereof, including, without limitation, any claims by Debtor against third parties for infringement thereof (the "**Collateral**"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further confirm, and put on the public record, its grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party's address is c/o Coast Investment & Development Co., Coast Building, Al Shuhada Street, Al Sawabe Complex, Al Sharq Area, Kuwait City, Kuwait.

**IN WITNESS WHEREOF**, Debtor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of March , 1998.

**MULBERRY CHILD CARE CENTERS, INC.**

By: *Edward Taiten* .....

Name: *Edward Taiten*

Title: *CEO*

STATE OF MA )  
COUNTY OF Norfolk ) ss.:

On this 12 day of March, 1998, before me personally appeared Edward Fulco, to me known, who, being by me duly sworn, did depose and say that he/she resides at State of MA and that he/she is CFO of Debtor; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said corporation pursuant to such authority.

Clare C. Gracato  
Notary Public  
Commission expires 4/2/2003

TRADEMARKS

<b>Trademark</b>	<b>Application or Registration Date</b>	<b>Application Serial No. or Registration No.</b>
Spindle City Pre-School	6/23/1987	1,444,615
Mulberry Fit to be Kids	12/9/1996	75/210491

**AMENDED AND RESTATED SUPPLEMENT TO  
AMENDED AND RESTATED SECURITY AGREEMENT**

**(TRADEMARKS)**

**WHEREAS, MULBERRY CHILD CARE CENTERS, INC.**, a Delaware corporation (herein referred to as "**Debtor**"), having an address at 75 Second Avenue, Suite 230, Needham, Massachusetts 02494 (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 2-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "**Trademarks**"); and

**WHEREAS**, Debtor has, pursuant to a Security Agreement (the "**Original Security Agreement**") with Coast Mezzanine Investments, Ltd. c/o Coast Investment & Development (the "**Original Secured Party**"), granted a security interest in the Trademarks to the Original Secured Party, as evidenced by the Supplement to Security Agreement attached hereto as Schedule B;

**WHEREAS**, Debtor has entered into an Amended and Restated Security Agreement (said Agreement, as it may hereafter be amended or otherwise modified from time to time being the "**Amended and Restated Security Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Secured Party (as defined in the Amended and Restated Security Agreement);

**WHEREAS**, pursuant to the Amended and Restated Security Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof and all proceeds thereof, including, without limitation, any claims by Debtor against third parties for infringement thereof (the "**Collateral**"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Amended and Restated Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor and the Original Secured Party do hereby further confirm, and put on the public record, pursuant to the Amended and Restated Security Agreement and this Amended and Restated Supplement, Debtor's grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Amended and Restated Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party's address is Canaan Advisors II, LLC, 105 Rowayton Avenue, Rowayton, CT 06853.



IN WITNESS WHEREOF, Debtor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of March 31, 1999.

**MULBERRY CHILD CARE CENTERS, INC.**

By: *Edward Follen*  
Name: *Edward Follen*  
Title: *CEO*

**COAST MEZZANINE INVESTMENTS LTD.**

By: Coast Investment & Development Company  
K.S.C., its Manager

By: *Robert Finley*  
Name: Robert Finley  
Title: Attorney-in-Fact

STATE OF MD )  
 ) ss.:  
COUNTY OF Montgomery )

On this 31 day of March, 1999, before me personally appeared Edward Folger, to me known, who being by me duly sworn, did depose and say that he/she resides at State of MD and that he/she is CFO of Debtor; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said corporation pursuant to such authority.

Clare C. Grunzo  
Notary Public  
Commission expires 2/2/2004

STATE OF New York )  
 ) ss.:  
COUNTY OF New York )

On this 1st day of April, 1999, before me personally appeared Robert S. Finley, as Attorney-in-Fact of Coast Investment & Development Company K.S.C., as Manager of Coast Mezzanine Investments, Ltd., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Coast Investment & Development Company K.S.C., as Manager of Coast Investments, Ltd., before me.

Patricia M. Del Rio  
Notary Public

**PATRICIA M. DELRIO**  
**Notary Public, State of New York**  
**No. 01DE6002871**  
**Qualified in New York County**  
**Commission Expires Feb. 17, 2000**

TRADEMARKS

<b>Trademark</b>	<b>Application or Registration Date</b>	<b>Application Serial No. or Registration No.</b>
Spindle City Pre-School	6/23/1987	1,444,615
Mulberry Fit to be Kids	12/9/1996	75/210491