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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.

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

- Individual(s)
 - General Partnership
 - Corporation- Delaware
 - Other _____
- Additional name(s) of conveying party(ies) attached? Yes No

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

Name: Canaan Advisrs II, LLC

Internal Address:

Street Address: 105 Rowayton Avenue

City: Rowayton Country: USA ZIP: 06855

- 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
- Security Agreement
- Other Supplement to Amended and Restated Security Agreement

Execution Date: 3/31/1999

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

A. Trademark Application No.(s) 75/504232
75/5044231

B. Trademark registration No.(s) 1,648,586
1,652,029

Additional numbers attached? Yes No

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: 4

7. Total fee (37 CFR 3.41): \$ 160.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

04/23/1999 DNGUYEN 00000274 1648586

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02 FO:482 75.00 OP

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
Name of Person Signing

Patricia M. Del Rio
Signature

4/1/99
Date

Total number of pages comprising cover sheet: 5

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

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Refund Ref: 04/23/1999 DNGUYEN 00000274 recorded with required cover sheet information to:

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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.

TRADEMARK
REEL: 1888 FRAME: 0076

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 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 "**Security Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of Secured Parties (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Debtor has granted to Secured Parties 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 Parties 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 Parties 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 Parties'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 March³¹, 1999.

MULBERRY CHILD CARE CENTERS, INC.

By: 
.....
Name: *Edward Katten*
Title: *CEO*

STATE OF Ma)

COUNTY OF Hampden ss.:

On this 31 day of March, 1999, before me personally appeared Edward Follen, 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 CEO 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.

Alan P. Onorato
Notary Public
Commission expires 4/2/2004

**Schedule 2-A to the SUPPLEMENT TO AMENDED AND
RESTATED SECURITY AGREEMENT**

TRADEMARKS

Trademark	Application or Registration Date	Application Serial No. or Registration No.
Mulberry Child Care Center and Design	06/18/1991	1,648,586
Mulberry Child Care and Preschool	06/18/1998	75/504232
Mulberry Child Care Center	07/23/1991	1,652,029
Mulberry Child Care Centers, Inc.	06/18/1998	75/504231