

06-10-1999



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RECORDATION FORM COVER SHEET OPR/FINANCE
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other Acknowledgment of Assignment of Agency

Effective Date
Month Day Year
11 2 98

Conveying Party

Mark if additional names of conveying parties attached

Name Channing L. Bete Co., Inc.

Execution Date
Month Day Year
3 4 99

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Massachusetts

Receiving Party

Mark if additional names of receiving parties attached

Name State Street Bank and Trust Company as Agent for itself & Fleet National Bank

DBA/AKA/TA

Composed of

Address (line 1) Legal Department, MAO/2

Address (line 2) 225 Franklin Street

Address (line 3) Boston

Massachusetts

02110

- Individual General Partnership Limited Partnership

- Corporation Association

Other Massachusetts trust company

Citizenship/State of Incorporation/Organization Massachusetts

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

06/09/1999 NTHA11 00000243 1393603

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 400.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001908 FRAME: 0847

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1393603"/>	<input type="text" value="1101435"/>	<input type="text" value="1695604"/>
<input type="text" value="1431841"/>	<input type="text" value="1644380"/>	<input type="text" value="1715642"/>
<input type="text" value="1642054"/>	<input type="text" value="1680279"/>	<input type="text" value="1731061"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

R. Scott Sawyer

Name of Person Signing

[Signature]

Signature

June 2, 1999

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party
Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
3 4 99

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="1747081"/>	<input type="text" value="1948348"/>	<input type="text"/>
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ACKNOWLEDGMENT OF ASSIGNMENT OF AGENCY

Reference is made to a certain "Collateral Assignment of Marks" (the "Assignment"), executed on or about February 27, 1996 by Channing L. Bete Co., Inc. (the "Assignor"), pursuant to which the Assignor assigned and granted to Corestates Bank, N.A. as agent and a Co-Lender ("Corestates"), a security interest in certain trademarks, service marks, registrations, trade names and related assets, a copy of which Assignment being attached as Exhibit "A". Such Assignment was recorded with the Patent and Trademark Office of the United States on or about 8/1/96 at Reel/Frame 1496/0154. First Union National Bank ("First Union") is successor by merger to Corestates.

First Union hereby acknowledges and confirms that pursuant to the terms of a certain Credit Agreement dated as of February 27, 1996 among the Assignor, Corestates and State Street Bank and Trust Company ("State Street"), the Assignor has appointed State Street as Agent, and State Street has accepted such appointment. Effective November 2, 1998, State Street became successor agent to Corestates and Corestates was replaced as Agent.

First Union further acknowledges that on or about March 4, 1999, Fleet National Bank ("Fleet") has succeeded to all of the rights of First Union as successor to Corestates as a Co-Lender under the Assignment.

This agreement may be executed in any number of counterparts, all of which taken together shall constitute one Agreement and any of the parties may execute this Agreement by signing a counterpart.

Signed as a sealed instrument as of March 4, 1999.

First Union National Bank,
successor by merger to
Corestates Bank, N.A.

By: _____
Name: R. Thomas Esser
Its: Vice President

State Street Bank and
Trust Company

By: David J. Costello
Name: David J. Costello
Its: Vice President

Channing L. Bete Co., Inc.

By: Michael G. Bete
Name: Michael G. Bete
Its: President

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 1999

Then personally appeared the above named R. Thomas Esser, who being by me duly sworn, did say that he is the Vice President of First Union National Bank, successor by merger to Corestates Bank, N.A., a banking corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation before me,

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Hamplm
~~Suffolk~~, ss.

March 4, 1999

Then personally appeared the above named David J. Costello, who being by me duly sworn, did say that he is the Vice President of State Street Bank and Trust Company, a banking corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation before me,

JAMES B. SHEILS
MY COMMISSION EXPIRES
DECEMBER 11, 2003

J. Mills

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

March 4, 1999

Then personally appeared the above named Michael G. Bete, who being by me duly sworn, did say that he is the President of Channing L. Bete Co., Inc., a corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation before me,

JAMES B. SHEILS
MY COMMISSION EXPIRES
DECEMBER 11, 2003

Mills

Notary Public
My Commission Expires:

ACKNOWLEDGMENT OF ASSIGNMENT OF AGENCY

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This agreement may be executed in any number of counterparts, all of which taken together shall constitute one Agreement and any of the parties may execute this Agreement by signing a counterpart.

Signed as a sealed instrument as of March 4, 1999.

First Union National Bank,
successor by merger to
Corestates Bank, N.A.

By: R. Thomas Esser
Name: R. Thomas Esser
Its: Vice President

State Street Bank and
Trust Company

By: _____
Name: David J. Costello
Its: Vice President

Channing L. Bete Co., Inc.

By: _____
Name: Michael G. Bete
Its: President

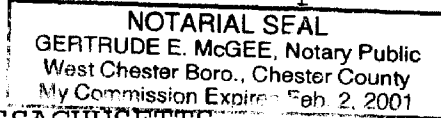
COMMONWEALTH OF ^{Pennsylvania} MASSACHUSETTS

Montgomery, ss.

March 7, 1999

Then personally appeared the above named R. Thomas Esser, who being by me duly sworn, did say that he is the Vice President of First Union National Bank, successor by merger to Corestates Bank, N.A., a banking corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation before me,

Gertrude E McGee
Notary Public
My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

_____, 1999

Then personally appeared the above named David J. Costello, who being by me duly sworn, did say that he is the Vice President of State Street Bank and Trust Company, a banking corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation before me,

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

_____, 1999

Then personally appeared the above named Michael G. Bete, who being by me duly sworn, did say that he is the President of Channing L. Bete Co., Inc., a corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation before me,

Notary Public
My Commission Expires:

COPY

COLLATERAL ASSIGNMENT OF MARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Channing L. Bete Co., Inc., a Massachusetts corporation, with a place of business at 200 State Road, South Deerfield, MA 01373 (the "Assignor") hereby assigns and grants to Corestates Bank, N.A., a national banking association which also conducts business as Philadelphia National Bank, with an address located at Broad and Chestnut Streets, F.C. 1-8-4-2, P.O. Box 7618, Philadelphia, PA 19101-7618 as agent (the "Agent") for itself as a Co-Lender and for State Street Bank and Trust Company, a Massachusetts trust company, with a place of business at 225 Franklin Street, Boston, MA 02110-2804 as a Co-Lender, a security interest in and to all of the rights, title and interest of the Assignor in and to (i) all of Assignor's trademarks, service marks, trademark registrations, service mark registrations, trade names, collective marks and certification marks and trademark and service mark applications, and trade dress, including logos and/or designs, in connection with any of the foregoing including, without limitation, those listed on Schedule A hereto, (ii) all renewals of any of the foregoing, (iii) 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 or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing, (v) all rights corresponding to any of the foregoing throughout the world, and (vi) the goodwill of the Assignor's business connected with and symbolized by any of the foregoing (collectively, the "Marks").

Until and unless there shall exist an Event of Default under the Security Agreement (as defined below) and the Agent has given notice to the Assignor of the Agent's intention to exercise its rights under the Security Agreement, the Agent hereby grants to the Assignor, without representation or warranty by the Agent, the exclusive, nontransferable right and license (i) to use the Marks on and in connection with products sold by the Assignor, for the Assignor's own benefit and account and for none other and (ii) to collect any and all royalties under any sublicenses granted by the Assignor.

This Collateral Assignment is made pursuant to, and to further secure the satisfactory performance of all of the Secured Obligations (as such term is defined in that certain Security Agreement (Intellectual Property) dated as of February 27, 1996 by and between the Assignor, the Agent and the Co-Lenders, as the same may from time to time be amended and in effect (the "Security Agreement").

IN WITNESS WHEREOF, the Assignor has executed this instrument under seal as of February 27, 1996.

ASSIGNOR:

CHANNING L. BETE CO., INC.

By: [Signature]
Its: PRESIDENT

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

February 27, 1996

Then personally appeared the above-named MICHAEL G. BETE, PRESIDENT of Channing L. Bete Co., Inc., and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me.

[Signature]
Notary Public J. Nicholas Fuller
My Commission Expires: 12-20-96

cdm.20296.117.std.af5

SCHEDULE A
 CHANNING L. BETTE CO., INC.
 U.S. TRADEMARK/SERVICE MARK REGISTRATIONS

As Of: February 13, 1996

TRADEMARK	CLASS	REG. #	DATED	REN. DUE	DECL. DUE
A Teaching Tale [®] & Design	16	1,948,348	01/16/1996	01/16/2006	01/16/2001
SafetyExpress [®]	16	1,835,423	05/10/1994	05/10/2004	05/10/1999
RealStory [®]	16	1,821,291	02/15/1994	02/15/2004	02/15/1999
RealStyle [®]	16	1,792,591	09/14/1993	09/14/2003	09/14/1998
Think Twice [®]	16	1,784,122	07/27/1993	07/27/2003	07/27/1998
Learning Begins At Home [®] & Design	16	1,782,646	07/20/1993	07/20/2003	07/20/1998
DewDrop Says [®] & Design	16	1,748,452	01/26/1993	01/26/2003	01/26/1998
EveryRender [®]	16	1,747,081	01/19/1993	01/19/2003	01/19/1998
Christian Living Center [®]	16	1,731,061	11/10/1992	11/10/2002	11/10/1997
The Guardian Engle [®] & Design	16	1,715,642	09/15/1992	09/15/2002	09/15/1997
Parent/School Partnership Center Design	16	1,695,604	06/16/1992	06/16/2002	06/16/1997
Scriptography [®]	16	1,680,279	03/24/1992	03/24/2002	03/24/1997
Man with Book Design (Logo)	16 & 41	1,644,380	05/14/1991	05/14/2001	05/14/1996
Man with Book Design (Logo)	16	1,101,435	09/05/1978	09/05/1988	-FILED-
Scriptographic [®]	16 & 41	1,642,054	04/23/1991	04/23/2001	04/23/1996
What You Should Know Video [®] & Design	9	1,431,841	03/10/1987	03/10/2007	-FILED-
HealthTips [®]	16	1,393,603	05/13/1986	05/13/2006	-FILED-