

11-05-1999

FORM PTO-1618A

Replaces 06/30/99
Form 0651-0027

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



101193103

MND 11/3/99

**RECORDATION FORM COVER SHEET
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
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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 Association
- Corporation
- Other
- Citizenship/State of Incorporation/Organization

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.)

11/04/1999 DNGUYEN 00000188 2109610

FOR OFFICE USE ONLY

01 FC:481

02 FC:482

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: 001985 FRAME: 0459

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

212-848-4288

Name

Antoinette E. Baker

Address (line 1)

Shearman & Sterling

Address (line 2)

New York, NY 10022

Address (line 3)

Address (line 4)

Pages

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

#

3

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)

2109610

2169836

1964765

1924654

1789530

1794363

1658908

1629943

1630775

Number of Properties

Enter the total number of properties involved.

#

18

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

465.00

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:

#

50-0324

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.

Antoinette E. Baker

Antoinette E. Baker

10/29/99

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
CMB 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

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)

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

Mark if additional numbers attached

Trademark Application Numbers

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	1668413	1630734	1631658
<input type="text"/>	<input type="text"/>	<input type="text"/>	1632363	1619413	1568441
<input type="text"/>	<input type="text"/>	<input type="text"/>	1431138	1423944	1429182
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COLLATERAL ASSIGNMENT OF SECURITY INTEREST

This COLLATERAL ASSIGNMENT OF SECURITY INTEREST dated October 21, 1999 is made by Safety 1st, Inc., a Massachusetts corporation, having a principal place of business at 210 Boylston Street, Chestnut Hill, Massachusetts 02467 (the "Grantor"), in favor of Banque Nationale de Paris, having a place of business at 499 Park Avenue, New York, New York 10022, as the agent (together with any successor thereto appointed pursuant to Article VII of the Credit Agreement referred to below, the "Grantee") for the Secured Parties (as defined in the Credit Agreement referred to below).

Grantor is party to a Credit Agreement dated as of October 21, 1999 (as amended, supplemented or otherwise modified from time to time, and together with all exhibits, schedules, documents, and instruments ancillary thereto, the "Credit Agreement") with the financial institutions party thereto from time to time and the Grantee, as agent. Capitalized terms not otherwise defined herein shall have the same meanings as specified therefor in the Credit Agreement or the Security Agreement referred to below.

In connection with the Credit Agreement, the Grantor entered into a Security Agreement dated October 21, 1999 (as amended, supplemented or otherwise modified hereafter from time to time, the "Security Agreement") with the other grantors party thereto in favor of the Grantee, pursuant to which the Grantor has granted to the Grantee for its benefit and the ratable benefit of the other Secured Parties a security interest in, inter alia, all of the Grantor's rights, title, and interest in and to the Trademarks.

The parties desire to record the Grantor's grant of the security interest in the Trademarks to the Grantee with the United States Patent & Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

SECTION 1. Grant. The Grantor hereby grants to the Grantee for its benefit and the ratable benefit of the other Secured Parties, a security interest in and to all of the Grantor's right, title and interest in and to the following:

(i) the trademarks and trademark applications and registrations therefor listed on Schedule A hereto, together with any and all extensions and renewals thereof;

(ii) any and all claims for damages for past, present, and future infringement, misappropriation, or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iii) any and all proceeds of the foregoing.

SECTION 2. Recordation. The parties authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Collateral Assignment of Security Interest.

SECTION 3. Conflict. In the event that any term of this Agreement does or may conflict with the terms of the Security Agreement, the terms of the Security Agreement shall prevail.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

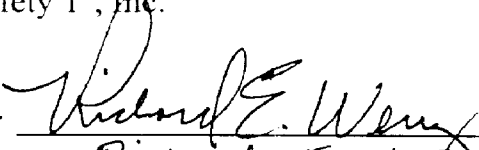
IN WITNESS WHEREOF, the Grantor has caused this Collateral Assignment of Security Interest to be duly executed and delivered by its officer thereunto duly authorized, as of the date first written above.

Safety 1st, Inc.

By

Name:

Title:


Richard E. Went
President & COO

SHEARMAN & STERLING

FAX: 212-848-7179
TELEX: 667290 WUI
www.shearman.com

599 LEXINGTON AVENUE
NEW YORK, N.Y. 10022-6069
212 848-4000

ABU DHABI
BEIJING
DÜSSELDORF
FRANKFURT
HONG KONG
LONDON
MENLO PARK
NEW YORK
PARIS
SAN FRANCISCO
SINGAPORE
TOKYO
TORONTO
WASHINGTON, D.C.

WRITER'S DIRECT NUMBER:
212-848-4288

October 29, 1999

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

Re: Recordation of Trademark Security Agreement
from Safety 1st, Inc.
in favor of Banque Nationale de Paris
Our Ref: 590/112

Sir:

Enclosed for recording is a Trademark Security Agreement from Safety 1st, Inc. in favor of Banque Nationale de Paris. Also enclosed is our check for \$465.00 to cover the recording fees and a Recordation Cover Sheet. If our check is missing or otherwise insufficient, or if any additional fees are required, please charge (or credit any overpayment) to Deposit Account No. 50-0324.

Please return the recorded Security Agreement to the undersigned.

Respectfully submitted,

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Honorable Commissioner of Patents and Trademarks, Washington, D.C. 20231, on October 29, 1999

By: Antoinette E Baker
Antoinette E. Baker, Esq
SHEARMAN & STERLING
599 Lexington Avenue
New York, NY 10022
(212) 848-4000

Antoinette E Baker

Enclosure

NYDOCS04/259356

TRADEMARK
REEL: 001985 FRAME: 0464

SCHEDULE A

TRADEMARKS

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
<i>KIDTRONICS</i>	2,109,610	<i>October 28, 1997</i>
<i>BABY'S 1ST</i>	2,169,836	<i>June 30, 1998</i>
<i>SOF'KEY</i>	1,964,765	<i>March 26, 1996</i>
<i>DURABLE STORABLES</i>	1,924,654	<i>October 3, 1995</i>
<i>STROLLER ROLLERS</i>	1,789,530	<i>August 24, 1993</i>
<i>TEETHERSAURUS</i>	1,794,363	<i>September 21, 1993</i>
<i>SPORTSIFIER</i>	1,658,908	<i>October 1, 1991</i>
<i>SAFETY 1ST</i>	1,629,943	<i>January 1, 1991</i>
<i>SAFETY 1ST</i>	1,630,775	<i>January 8, 1991</i>
<i>SAFETY 1ST</i>	1,668,413	<i>December 17, 1991</i>
<i>SAFETY 1ST</i>	1,630,734	<i>January 8, 1991</i>
<i>SAFETY 1ST</i>	1,631,658	<i>January 15, 1991</i>
<i>SAFETY 1ST</i>	1,632,363	<i>January 22, 1991</i>
<i>SAFETY 1ST</i>	1,619,413	<i>October 30, 1990</i>
<i>RAILNET</i>	1,568,441	<i>November 28, 1989</i>
<i>TOT A LONG</i>	1, 431,138	<i>March 3, 1987</i>
<i>SOF'SPOUT</i>	1,423,944	<i>January 6, 1987</i>
<i>SAFETY 1ST PUTS CHILDREN 1ST</i>	1,429,182	<i>February 17, 1987</i>