

07-17-2000



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COPY/CHANGE

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

Execution Date
Month Day Year

Name

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 Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization

07/14/2000 NTHAI1 00000065 2109610

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 425.00 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

REEL: 002101 FRAME: 0827

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)

Registration Number(s)

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

<input type="text" value="2109610"/>	<input type="text" value="2169836"/>	<input type="text" value="1964765"/>
<input type="text" value="1924654"/>	<input type="text" value="1789530"/>	<input type="text" value="1794363"/>
<input type="text" value="1658908"/>	<input type="text" value="1629943"/>	<input type="text" value="1630775"/>

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:

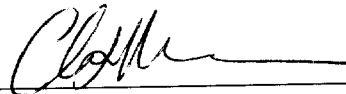
Yes

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.

Chris L. Bollinger
Name of Person Signing



Signature

June 14, 2000
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

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

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City

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Individual General Partnership Limited Partnership

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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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1632363	1619413	1568441
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Release of Security Interest

WHEREAS, Safety 1st, Inc., a Massachusetts corporation, having a principal place of business at 210 Boylston Street, Chestnut Hill, Massachusetts 02467, ("Debtor"), was a party to that certain Credit Agreement dated 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"), along with the Secured Parties (as defined therein) and certain other parties thereto and Banque Nationale de Paris, having a place of business at 499 Park Avenue, New York, New York 10022 (in such capacity as the agent for the Secured Parties as defined in the Credit Agreement, "Agent");

WHEREAS, Debtor and Agent entered into that certain Security Agreement, dated October 21, 1999 (as amended, supplemented or otherwise modified hereafter from time to time, the "Security Agreement"), pursuant to which Debtor granted to Agent, for its benefit and the ratable benefit of the Secured Parties, a security interest in all of Debtor's right, title and interest in and to the patents and patent applications listed on Schedule A hereto ("Patents"), the trademarks and trademark applications and registrations listed on Schedule B hereto ("Trademarks"); the copyright registrations and applications for registration listed on Schedule C hereto ("Copyrights");

WHEREAS, the Security Agreement was recorded in favor of Agent in the United States Patent and Trademark Office on November 3, 1999 on Reel No. 010327 and Frame No. 0302 for the Patents and on Reel No. 001985 and Frame No. 0459 for the Trademarks, and in the United States Copyright Office on October 24, 1999 on Volume V003443, page 981; and

WHEREAS, Agent wishes to formally release and reconvey to Debtor the security interest in all of Debtor's right, title and interest in and to the Patents, Trademarks and Copyrights.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent does hereby irrevocably release and forever discharge and reconvey to Debtor all of Agent's security interest in and to the Patents, Trademarks and Copyrights; Agent does further acknowledge and affirm that all rights and remedies with respect to the security interest concerning the Patents, Trademarks and Copyrights have been and are hereby irrevocably and entirely extinguished; and Agent does hereby agree that it will, upon the reasonable request of Debtor, its successors, assigns and legal representatives, and at Debtor's sole expense, execute and deliver, or cause to be executed or delivered, any and all documents that may be necessary or desirable to Debtor, its successors, assigns and legal representatives, to perfect, validate, effectuate and record the release of the security interest hereunder.

IN WITNESS WHEREOF, Agent has caused this Release of Security Interest to be executed by its duly authorized officer on the 1st day of June 2000.

BANQUE NATIONALE DE PARIS

By: Richard Cushing
Name: Richard Cushing
Title: Director

Schedule A

Patents

PATENTS

U.S. PATENTS

PATENT NO.	PATENT TITLE	DATE OF ISSUE
5,924,242	SAFETY GATE	July 20, 1999
D403,715	CHILD'S RIDING TOY	January 5, 1999
5,829,505	SAFETY GATE	November 3, 1998
4,709,429	<i>BATHTUB SPOUT COVER</i>	<i>December 1, 1987</i>
D320,528	<i>SWIVEL BATH SEAT FOR INFANTS</i>	<i>October 8, 1991</i>
5,010,606	<i>BATH SEAT</i>	<i>April 30, 1991</i>
D314,621	<i>TEETHING RING</i>	<i>February 12, 1991</i>
4,671,587	<i>CHILD-PROOF OUTLET COVER</i>	<i>June 9, 1989</i>
D326,555	<i>INFLATABLE CHILD'S VISOR</i>	<i>June 2, 1992</i>
D357,539	<i>PACIFIER</i>	<i>April 18, 1995</i>
D355,966	<i>PACIFIER</i>	<i>February 28, 1995</i>
D355,965	<i>PACIFIER</i>	<i>February 28, 1995</i>
5,158,460	<i>BATH SEAT</i>	<i>October 27, 1992</i>
D356,159	<i>PACIFIER</i>	<i>March 7, 1995</i>
D356,158	<i>PACIFIER</i>	<i>March 7, 1995</i>
D356,157	<i>PACIFIER</i>	<i>March 7, 1995</i>
5,322,031	<i>COLOR CHANGE NIPPLE</i>	<i>June 21, 1994</i>
D346,206	<i>TOILET SEAT FOR A CHILD</i>	<i>April 19, 1994</i>
D345,216	<i>TEETHER</i>	<i>March 15, 1994</i>
D345,215	<i>TEETHER</i>	<i>March 15, 1994</i>
D345,214	<i>TEETHER</i>	<i>March 15, 1994</i>

D345,202	TOILET TRAINING UNIT FOR A CHILD	March 15, 1994
D355,261	CHILD SECURITY GATE	February 7, 1995
5,385,259	DIAPER PAIL	January 31, 1995
5,367,829	SAFETY GATE	November 29, 1994
D351,471	BABY TEETHER TOY	October 11, 1994
D349,346	BABY TEETHER TOY	August 2, 1994
D349,345	BABY TEETHER TOY	August 2, 1994
D349,310	ACTIVITY TOY	August 2, 1994
D344,907	RECEIVER FOR CHILDREN MONITORING	March 8, 1994
D344,906	COMBINED TRANSMITTER FOR CHILDREN MONITORING AND BASE THEREFOR	March 8, 1994
D365,562	BABY MONITOR TRANSMITTER	December 26, 1995
5,474,355	COMBINATION BOOSTER SEAT AND HIGH CHAIR	December 12, 1995
D362,915	TEETHER	October 3, 1995
D360,933	INFANT BATHTUB	August 1, 1995
D359,700	MONITOR WRIST RECEIVER	June 27, 1995
5,425,149	FOLD-UP BATHTUB	June 20, 1995
D357,983	TEETHER	May 2, 1995
D357,540	TEETHER	April 18, 1995
D356,642	TEETHER	March 21, 1995
5,503,411	TRICYCLE/ROCKER COMBINATION	April 2, 1996
D365,476	BED SIDE RAIL	December 26, 1995
D364,746	HIGHCHAIR	December 5, 1995
D355,385	BABY MONITOR RECEIVER	February 14, 1995

<i>D355,060</i>	<i>DIAPER PAIL</i>	<i>January 13, 1995</i>
<i>5,520,303</i>	<i>DIAPER PAIL</i>	<i>May 28, 1996</i>
<i>5,519,905</i>	<i>BED SIDE RAILS</i>	<i>May 28, 1996</i>
<i>5,512,880</i>	<i>WRIST BABY MONITOR</i>	<i>April 30, 1996</i>
<i>D305,808</i>	<i>CLIP-ON MIRROR</i>	<i>January 30, 1990</i>
<i>4,852,194</i>	<i>SAFETY BARRIER FOR SMALL CHILDREN</i>	<i>August 1, 1989</i>
<i>5,437,067</i>	<i>BED SIDE RAIL</i>	<i>August 1, 1995</i>
<i>5,577,277</i>	<i>TRAVEL BED RAIL</i>	<i>November 26, 1996</i>
<i>D374,125</i>	<i>HOOK-IN HIGH CHAIR AND BOOSTER</i>	<i>October 1, 1996</i>
<i>D383,688</i>	<i>TELEVISION MONITOR</i>	<i>September 16, 1997</i>
<i>D385,571</i>	<i>TELEVISION BABY MONITOR</i>	<i>October 28, 1998</i>

PENDING U.S. PATENT APPLICATIONS

PENDING APPLICATION NO.	TITLE	FILING DATE
08/874,078	FOLD UP BATH TUB	June 12, 1997
29/078,222	CHILD'S RIDING TOY	October 24, 1997
29/093,816	BABY WALKER	September 18, 1998
09/110,642	Device for obtaining, transmitting, receiving and producing audible sounds	July 13, 1998
US99/15764	Device for obtaining, transmitting, receiving and producing audible sounds	July 8, 1999
29/100,391	TABLEWARE PLATE DESIGN	February 10, 1999
29/100,361	HANDLE FOR CUTLERY DESIGN	February 10, 1999
29/100,373	RIM FOR TABLEWARE DESIGN	February 10, 1999
29/100,360	TABLEWARE BOWL DESIGN	February 10, 1999

Schedule B

Trademarks

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>

Schedule C

Copyrights

COPYRIGHTS

U.S. COPYRIGHT REGISTRATIONS

COPYRIGHT NO.	TITLE	DATE OF ISSUE
VA 182-338	TOT SPOTTER	March 18, 1985
TX 1715 523	PROTECT YOUR CHILDREN	December 18, 1985
VA 213 452	MR. NO	January 2, 1986