

08-31-2000

RECC



101447866

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

Submission Type

8.4.00

Conveyance Type

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

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name CHILDREN'S DEVELOPMENT, INC.

Execution Date		
Month	Day	Year
7	25	2000

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization State of Delaware

Receiving Party

Mark if additional names of conveying parties attached

Name Congress Financial Corporation

DBA/AKA/TA

Composed of

Address (line 1) 1133 Avenue of the Americas

Address (line 2)

Address (line 3) New York	New York USA	10036
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City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization State of Delaware

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 is attached. (Designation must be a separate document from Assignment)

FOR OFFICE USE ONLY

08/30/2000 NTHA11 00000206 75768225

01 FC:481
02 FC:482

40.00 OP
525.00 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 nation 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: 002127 FRAME: 0539

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Susan A. Joyce, Esq.

Address (line 1)

Otterbourg, Steindler, Houston & Rosen, P.C.

Address (line 2)

230 Park Avenue

Address (line 3)

New York, New York 10169

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

212-661-9100 X709

Name

Helen M. Linehan

Address (line 1)

Otterbourg, Steindler, Houston & Rosen, P.C.

Address (line 2)

230 Park Avenue

Address (line 3)

New York, New York 10169

Address (line 4)

Pages

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

24

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)
SEE ATTACHED EXHIBIT A

Registration Number(s)
SEE ATTACHED EXHIBIT A

Number of Properties

Enter the total number of properties involved.

22

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

\$ 565.00

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:

#

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.

Helen M. Linehan

8/3/00

Name of Person Signing

Signature

Date

**EXHIBIT A
TO
RECORDATION FORM COVER SHEET**

TRADEMARKS ONLY

TRADEMARK APPLICATION NUMBERS	TRADEMARK REGISTRATION NUMBERS
75-768225	1,730,089
75-824712	1,735,825
75-611246	1,781,919
75-856022	2,184,879
75-539496	2,185,796
75-611215	2,223,839
75-663413	2,322,479
75-663416	2,322,480
75-788783	2,324,283
75-611592	2,338,200
75-611593	2,346,949

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated July 25, 2000, is by and between CHILDREN'S DEVELOPMENT INC., a Delaware corporation ("Debtor"), with its chief executive office at 103 Foulk Road, Suite 202, Wilmington, Delaware 19805 and CONGRESS FINANCIAL CORPORATION, a Delaware corporation, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined), acting for and on behalf of First Union National Bank, as lender (in such capacity, "Secured Party"), having an office at 1133 Avenue of the Americas, New York, New York 10036.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Secured Party and Zany Brainy, Inc., a Pennsylvania corporation ("Borrower") have entered or are about to enter into financing arrangements with Secured Party and First Union National Bank (the "Lender") pursuant to which Secured Party and Lender may make loans and advances and provide other financial accommodations to Borrower as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Secured Party, Lender and Borrower (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, the Guarantee (as defined below) and this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, Debtor has absolutely and unconditionally guaranteed the payment and performance of all now existing and hereafter arising obligations, liabilities and indebtedness of Borrower to Secured Party and Lender as set forth in the Guarantee, dated of even date herewith, by Debtor in favor of Secured Party and Lender (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Guarantee");

WHEREAS, in order to induce Secured Party and Lender to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrower pursuant thereto, Debtor has agreed to grant to Secured Party, for itself and the benefit of Lender, certain collateral security as set forth herein;

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

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party, for itself and the benefit of Lender, a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks; provided that with respect to any trademark application included in the Collateral that is an "intent to use" application, the foregoing grant shall be limited to the grant of a continuing security interest in and general lien upon such Collateral, and shall further constitute a conditional assignment thereof automatically and without further action at such time as such trademark application is converted to a "use-based" application.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party, for itself and the benefit of Lender, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party and Lender, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under the Guarantee, this Agreement, the Loan Agreement, the other Financing Agreements or otherwise, whether now existing or hereafter

arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or Lender (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party and Lender the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except the license of the Trademarks to Borrower pursuant to the Trademark License Agreement, dated October 1, 1998, by and between Borrower and Debtor except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor

further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the indebtedness of Borrower to Secured Party set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless Debtor has given Secured Party thirty (30) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party, for itself and the benefit of Lender.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtor may abandon or fail to maintain any of the Trademarks after thirty (30) days prior written notice to Secured Party so long as: (i) any such

Trademark is no longer used or useful in the business of Debtor or any of its affiliates, (ii) any such Trademark has not been used by Debtor or any of its affiliates for a period of six (6) months or more from the date of such written notice to Secured Party and (iii) any such Trademark is not otherwise material to the business of Debtor or any of its affiliates in any respect and has little or no value. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the indebtedness of Borrower to Secured Party set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party, for itself and the benefit of Lender, by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and

attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party, for itself and the benefit of Lender, for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party, for itself and the benefit of Lender, on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Borrower to Secured Party set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or Lender to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York (without giving effect to principles of conflicts of law).

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County and the United States District Court for the Southern District of New York and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor, Lender and/or Secured Party in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party, and subject to the Loan Agreement, Lender shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other

jurisdiction which Secured Party and/or Lender deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NO EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Neither Secured Party nor Lender shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and Lender shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day,

one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Children's Development Inc.
103 Foulk Road, Suite 202
Wilmington, Delaware 19805
Attention: Chief Financial Officer

If to Secured Party: Congress Financial Corporation, as Agent
1133 Avenue of the Americas
New York, New York 10036
Attention: Mr. Laurence S. Forte

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Lender and Secured Party and Borrower pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns (and including as to the term "Lender", any financial institution which may after the date hereof become a party to the Loan Agreement pursuant to an Assignment and Acceptance or otherwise). The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party, Lender and their successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

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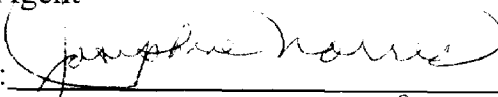
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

CHILDREN'S DEVELOPMENT INC.

By: 

Title: PRESIDENT

CONGRESS FINANCIAL CORPORATION,
as Agent

By: 

Title: First Vice President

EXHIBIT A
Trademarks

TRADEMARKS

Trademark	Status	Intent to Use (Aff. Due)	Application Date	Serial #	Publication Date	Registration No. and Date
A ZILLION NEAT THINGS FOR KIDS	REGISTERED Section 8 & 15 Sent to Trademark Office & Assignment Section On 10/21/98		11/03/92	74-231765	08/11/92	1,730,089 11/03/92
ZANY BRAINY	REGISTERED Section 8 & 15 Sent to Trademark Office & Assignment Section on 10/21/98		09/13/91	74-203317	04/14/92	1,735,825 11/24/92
ZANY BRAINY AND DESIGN	REGISTERED Section 8 & 15 Sent to Trademark Office & Assignment Section on 10/21/98		09/08/92	74-311435	04/20/93	1,781,919 7/13/93
PRICE CHOMPER	REGISTERED File Section 8 & 15 Between 08/25/03 and 08/25/04		09/17/96	75-207152	09/09/97	2,184.879 08/25/98
ZANY ZONE	REGISTERED File Section 8 & 15 Between 09/01/03-09/01/04		07/11/97	75-323100	06/09/98	2,185,796 09/01/98
KIDSULTANT	REGISTERED File Section 8 & 15 Between 02/16/04 and 02/16/05 CANCELLATION PROCEEDING Filed by Randi Leifer		08/18/97	75-343031	11/24/98	2,223,839 02/16/99

TRADEMARKS

Trademark	Status	Intent to Use (Aff. Due)	Application Date	Serial #	Publication Date	Registration No. and Date
MY LITTLE PLAY PALS	REGISTERED File Section 8 & 15 Between 02/22/05 and 02/22/06		08/19/98	75-539490	05/04/99	2,322,479 02/22/00
DOLLS TO LOVE	REGISTERED File Section 8 & 15 Between 02/22/05 and 02/22/06		08/19/98	75-539497	05/04/99	2,322,480 02/22/00
KIDSTRUMENTS	REGISTERED File Section 8 & 15 Between 02/29/05 and 02/29/06		03/19/99	75-663414	12/07/99	2,324,283 02/29/00
WHY TAKE AN EXTRA-ORDINARY KID TO AN ORDINARY TOY STORE?	REGISTERED File Section 8 & 15 Between 04/04/05 and 04/04/06		03/19/99	75-663415	01/11/00	2,338,200 04/04/00
FREE FUN EVERY DAY	REGISTERED File Section 8 & 15 Between 05/02/05 and 05/02/06		03/19/99	75-663417	02/08/00	2,346,949 5/02/00
DREAM DOUGH	NOTICE OF ALLOWANCE 05/30/00 STATEMENT OF USE FILED 01/06/00	YES 11/30/00	08/06/99	75-768225	03/07/00	
DREAM DOUGH AND DESIGN	APPROVED FOR PUBLICATION 05/08/00	NO	10/15/99	75-824712	07/25/00	

TRADEMARKS

Trademark	Status	Intent to Use (Aff. Due)	Application Date	Serial #	Publication Date	Registration No. and Date
ZANY BRAINY.COM	NOTICE OF ALLOWANCE 03/21/00 STATEMENT OF USE FILED 11/12/99	YES 09/21/00	12/23/98	75-611246	12/28/99	
ZANY BRAINY.COM and DESIGN	APPROVED FOR PUBLICATION 7/5/00	NO		75-856022		
HUGS N' SNUGS AND DESIGN	PUBLISHED FOR OPPOSITION 5/23/00	YES	08/19/98	75-539496	05/23/00	
ZANY BRAINY	APPROVED FOR PUBLICATION 05/01/00	NO	12/23/98	75-611215	07/25/00	
WHAT YOU WANT YOUR CHILD TO BECOME	NOTICE OF ALLOWANCE 04/04/00 Need Statement of Use or Extension of Time by 10/04/00	YES 10/04/00	03/19/99	75-663413		
THE BEST STUFF FOR KIDS	NOTICE OF ALLOWANCE 05/9/00 Need Statement of Use or Extension of Time by 11/9/00	YES 11/09/00	03/19/99	75-663416		

TRADEMARKS

Trademark	Status	Intent to Use (Aff. Due)	Application Date	Serial #	Publication Date	Registration No. and Date
OCEANMOTION	Second Office Action mailed 4/27/00; Response filed 5/30/00	NO		75-788783		
ZANY PRICE CHOMPER and Design (Head looking left with broken \$ in mouth with words over and under head)	APPROVED FOR PUBLICATION 7/3/00	NO	12/23/98	75-611592		
MISCELLANEOUS "PRICE CHOMPER" DESIGN (Standing With Broken \$ in mouth looking left)	APPROVED FOR PUBLICATION 7/3/00	YES	12/23/98	75-611593		
BLUE SKY	NOT REGISTERED					
SMART SUPPLIES	NOT REGISTERED					
GREEN ORBIT	NOT REGISTERED					
OUT OF THE BOX	NOT REGISTERED					
OUT TO PLAY	NOT REGISTERED					
IMAGINATION	NOT REGISTERED					

TRADEMARKS

Trademark	Status	Intent to Use (Aff. Due)	Application Date	Serial #	Publication Date	Registration No. and Date
READY, SET...GROW!	NOT REGISTERED					
TECHNO KIDS	NOT REGISTERED					
KIDSTRUMENTS (Design)	NOT REGISTERED					
ZANY BRAINY COMPUTER BUGZ	NOT REGISTERED					
GRANDTASTIC	NOT REGISTERED					
BRIGHT START	NOT REGISTERED					
PLAYSHOP PLANNER	NOT REGISTERED					
BRAINY GAMES ICON	NOT REGISTERED					
BRIGHT START ICON	NOT REGISTERED					
CREATIVITY ICON	NOT REGISTERED					
DOLLS ICON	NOT REGISTERED					
KIDTRONICSNAM E/ICON	NOT REGISTERED					

TRADEMARKS

Trademark	Status	Intent to Use (Aff. Due)	Application Date	Serial #	Publication Date	Registration No. and Date
GOOD SPORTSNAME ICON	NOT REGISTERED					
HOBBIES ICON	NOT REGISTERED					
LET'S PRETENDNAME ICON	NOT REGISTERED					
SUPER STARSNAME ICON	NOT REGISTERED					
OUR PLANETNAME ICON	NOT REGISTERED					
CRITTERSNAME ICON	NOT REGISTERED					
PLAY PALSNAME ICON	NOT REGISTERED					
PUZZLEMANIANA ME ICON	NOT REGISTERED					
SOFTWARE ICON	NOT REGISTERED					
STATIONERY ICON	NOT REGISTERED					
TEACHER'S RESOURCENAME ICON	NOT REGISTERED					
VIDEO ICON	NOT REGISTERED					

TRADEMARKS

Trademark	Status	Intent to Use (Aff. Due)	Application Date	Serial #	Publication Date	Registration No. and Date
WORDS & MUSIC (OR SIGHTS & SOUNDS)NAME ICON	NOT REGISTERED					
SMART SUPPLIES	NOT REGISTERED					
PRETENDABLES	NOT REGISTERED					
ZANY ALPHABETDESIG NS (26)	NOT REGISTERED					
YOUNG BUILDERSNAME ICON	NOT REGISTERED					
DEPART-MENTAL ICON DESIGNS (15)	NOT REGISTERED					

FOREIGN TRADEMARKS

Trademark	Country	Date Application Filed	Registration # & Date
ZANY BRAINY	Mexico	01/12/98	319242
ZANY BRAINY	Canada	12/17/97	
ZANY BRAINY	Europe	12/15/97	707794
ZANY BRAINY	Japan	01/30/98	7491/1998

Trademark	Country	Date Application Filed	Registration # & Date
ZANY BRAINY	Australia		75181912/24/97 (Backdated to Application date)

EXHIBIT B
TRADEMARK LICENSES

LICENSES

1. Trademark License Agreement, dated October 1, 1998, by and between Children's Development Inc. and Zany Brainy, Inc. (formerly Children's Concept, Inc.)

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this ____ day of July, 2000, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of CHILDREN'S DEVELOPMENT INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public