

09-13-2001



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Form PTO-1594
1-31-92

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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):
Children's Discovery Centers of America, Inc.

Individuals Association
 General Partnership - Limited Partnership
 Corporation - State: Delaware
 Other:

Additional name(s) of conveying party(ies) attached? Yes No

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

Name: Bankers Trust Company
 Internal Address: _____
 Street Address: 130 Liberty Street
 City: New York State: New York Zip: 10006

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation - _____
 Other - Collateral Agent

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 Merger
 Security Interest Change of Name
 Other _____

Execution Date: July 12, 2001

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)\

Please see attached Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian Jaenicke, Legal Assistant
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 4

7. Total fee (37 CFR 3.41): \$ 115.00

Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number: _____
 (23-1705 in case of deficiency)

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

9/13/2001 LMUELLER 00000108 76167705
 01 FC:481 40.00 OP
 02 FC:482 75.00 OP

DO NOT USE THIS SPACE

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.

Brian T. Jaenicke
 Name of Person Signing

Brian T. Jaenicke
 Signature

9/12/01
 Date

Total number of pages comprising cover sheet: 1

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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

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.

SCHEDULE A

<u>MARK APPL.</u>	<u>APPL. NO.</u>	<u>APPL. DATE</u>	<u>CLASS</u>
Geodesic Dome Logo	76/167705	11/17/00	9,16,41,42
Learning Universe	75/933600	03/01/00	41
Preparing Children for the New Millennium	75/642201	08/25/98	41,42
Where Learning Comes Naturally	75/630372	01/29/99	41,42

GRANT OF SECURITY INTEREST
IN UNITED STATES SERVICEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Children's Discovery Centers of America, Inc., a Delaware ("the Grantor") with principal offices at 4340 Redwood Highway, Building B, San Rafael, CA 94903-2121, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States service marks, servicemark registrations and servicemark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS AGREEMENT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among Grantor, the other assignors from time to time party thereto and the Grantee, dated as of August 20, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Agreement.

This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of

the 12th day of July, 2001.

CHILDREN'S DISCOVERY CENTERS OF
AMERICA, INC., as Grantor

By: 

Name: Elanna S. Yalow

Title: President and Chief Operating Officer

BANKERS TRUST COMPANY, as Collateral
Agent and Grantee

By: _____

Name:

Title:

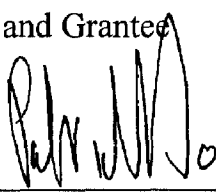
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of

the 1st day of ~~July~~^{AUGUST}, 2001.

CHILDREN'S DISCOVERY CENTERS OF
AMERICA, INC., as Grantor

By: _____
Name:
Title:

BANKERS TRUST COMPANY, as Collateral
Agent and Grantee

By:  _____
Name: **Paddy Dowling**
Title: **Vice President**

STATE OF CALIFORNIA)
) ss.
COUNTY OF MARIN)

On July 12, 2001 before me, Christine Evje Aguilar, Notary Public, personally appeared Elanna S. Yalow, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Christine Evje Aguilar

Signature of Notary Public

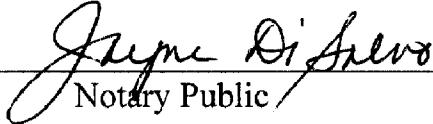
(Seal)



STATE OF NEW YORK)
) Ss.:

COUNTY OF NEW YORK)

On this ^{August} ~~July~~ 1st day of ~~July~~, 2001, before me personally came Patrick W. Dowling who, being by me duly sworn, did state as follows: that he is Vice President of Bankers Trust Company, that he is authorized to execute the foregoing Agreement on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public

JAYNE DISALVO
Notary Public, State of New York
No. 41-470003
Qualified in Queens County
Certificate Filed in New York County
Commission Expires NOVEMBER 30, 2002