

10-11-2001



101870632

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. 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): **10-501**
 The Right Start, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

2. Name and address of receiving party(ies)
 Name: Heller Financial, Inc.
 Internal Address: _____
 Address: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____

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

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 Agreement Change of Name
 Other termination of Security Agreement
 Execution Date: _____

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s) **76108403**

See Attached

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Margaret E. Watson, Esq.
 Internal Address: _____
 Street Address: Ruberto, Israel & Weiner, P.C.
100 North Washington Street
 City: Boston State: MA Zip: 02114

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41).....\$ 615.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

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.

Margaret E. Watson, Esq.
 Name of Person Signing

Margaret E. Watson
 Signature

10/4/01
 Date

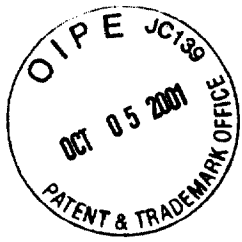
Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

10/10/2001 LMJELLER 00000230 76108403

01 FC:481 40.00
02 FC:482 575.00

TRADEMARK REEL: 002380 FRAME: 0959



SCHEDULE A

TO RELEASE OF TRADEMARK SECURITY INTEREST

BETWEEN THE RIGHT START, INC. (Borrower)
AND
HELLER FINANCIAL, INC. (Lender)

DATED: As of January ____, 2001

TRADEMARKS (USA)

Trademark	Registration No.	Serial No.	Status
The Right Start		76108403	Pending
RS (design)		76053195	Pending
Rightstart.com (design)		76074609	Pending
Rightstart.com		76026632	Pending
Babies to Kids	2337557	75535610	Registered
Right Start		75859574	Pending
The Right Start	2368955	75067372	Registered
Because You're a Mom, There's Rightstart.com		75859573	Pending
The Right Start (design)		75732314	Pending
Lil' Cubby		75536541	Pending
Splash Diaper	2286506	75413334	Registered
The Right Start	2157378	75087466	Registered
The Right Start	2173433	75067371	Registered
The Right Start	2166244	75067370	Registered
The Right Start	1917940	74586583	Registered

The Right Start	1918619	74586582	Registered
The Right Start Catalog	1919710	74586572	Registered
The Right Start Professional	1918513	74494709	Registered
Loop D' Loop	1616864	74010554	Abandoned
The Right Start		75067374	Abandoned
The Right Start		75067373	Abandoned
The Right Start		75067367	Abandoned
The Right Start		75067366	Abandoned
Right Start Babies to Kids		75535518	Abandoned- <i>Petition to Revive Pending</i>

TRADEMARKS (STATE)

Trademark	State	Registration No.	Status
Right Start	California	50,036	Registered

TRADEMARKS (FOREIGN)

Trademark	Country	Registration No.	Status
The Right Start	Canada	TMA 434105	Registered
Right Start Catalog	Canada	TMA 434104	Registered
Right Start Catalog	France	539510	Cancelled*

COPYRIGHTS

Work	Registration No.	Status
Two Babies/Wyatt Start	VA744683	Registered
Kid in a High Chair	VA 514452	Registered

* Please note that the "Reg. No. 558955" listed on the Security Agreement was an error, and the erroneous recordal against ROLSCREEN U.S. Reg. No. 558955 was corrected at Reel 2011 Frame 0810 on Dec, 29, 1999.

COMMON LAW TRADEMARKS

Trademark

The Right Start Catalog

Design Mark (Two Babies)



TERMINATION AND RELEASE OF SECURITY INTEREST

This Release of Security Interest in Trademarks is granted and conveyed as of Jan. 22, 2001 (the "Effective Date") by Heller Financial, Inc., a Delaware corporation, (hereinafter referred to as "HELLER"), in favor of The Right Start, Inc., a California corporation ("TRSI").

WHEREAS, HELLER and TRSI entered into a Confirmation and Grant of Security Interest in Trademarks and Trademark Applications on November 14, 1996, (the "Security Agreement," capitalized terms used and not otherwise defined herein shall have the meaning assigned to them in the Security Agreement), under which TRSI granted to HELLER a security interest in the Collateral, including without limitation, those Trademarks, federal and state registrations, and federal applications therefor that are listed on the attached Schedule A, and such Security Agreement was recorded at the United States Patent and Trademark Office at Reel/Frame Nos. 1541/0770 on January 2, 1997 and at Reel/Frame 1649/0148 on October 24, 1997;

WHEREAS, TRSI satisfied all of its outstanding obligations under the Security Agreement on the Effective Date, and the parties seek to make of record HELLER'S release of its security interest in and to the Trademarks and other Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, HELLER hereby terminates, releases, discharges and relinquishes, as of the Effective Date, its security interest in the Trademarks and other Collateral. HELLER specifically acknowledges that the security interest is no longer effective, and that HELLER does not own any rights, title or interest in the Trademarks or other Collateral, including without limitation any royalties or other income generated by the Trademarks or other Collateral, whether existing on the date of execution of the Security Agreement or thereafter created. HELLER hereby agrees to execute and deliver at a future date any additional documents that TRSI determines may be necessary to release and terminate the prior grant of security interest in and to the Trademarks or other Collateral under the Security Agreement.

HELLER FINANCIAL, INC.

Date: January 23, 2001

By: Janice Faulkner
Name: Janice Faulkner
Title: Assistant Vice President