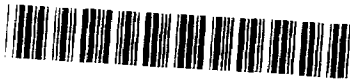


05-06-2002



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102079470

To the Honorable Commissioner of Patents and Trademarks: Please return enclosed original documents or copy thereof.

1. Name of conveying party(ies):

Channing Bete Company, Inc. *4-17-02*

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: Citizens Bank of Massachusetts

Internal

Address: \_\_\_\_\_

Street Address: 28 State Street

City: Boston State: MA Zip: 02109

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other a Massachusetts bank

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

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

A. Trademark Application No.(s) *NONE*

B. Trademark Registration No.(s) *See Attached*

*Schedule A*

Additional number(s) attached  Yes  No

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

Name: William C. Stone, Esq.

Nixon Peabody LLP

Internal Address: \_\_\_\_\_

Street Address: 101 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved:

*17*

7. Total fee (37 CFR 3.41).....\$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

*William C. Stone*

Name of Person Signing

*William C. Stone*

Signature

*4-16-02*

Date

Total number of pages including cover sheet, attachments, and document: *15*

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

TRADEMARK  
REEL: 002498 FRAME: 0342

**SCHEDULE A**  
**CLANNING L. BETTE CO., INC.**  
**U.S. TRADEMARK/SERVICE MARK REGISTRATIONS**

As Of: February 13, 1996

TRADEMARK	CLASS	REG. #	DATED	REN. DUE	DECL. DUE
A Teaching Tale <sup>®</sup> & Design	16	1,948,348	01/16/1996	01/16/2006	01/16/2001
SafelyExpress <sup>®</sup>	16	1,835,423	05/10/1994	05/10/2004	05/10/1999
RealStory <sup>®</sup>	16	1,821,291	02/15/1994	02/15/2004	02/15/1999
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Think Twice <sup>®</sup>	16	1,784,122	07/27/1993	07/27/2003	07/27/1998
Learning Begins At Home <sup>®</sup> & Design	16	1,782,646	07/20/1993	07/20/2003	07/20/1998
DewDrop Snys <sup>®</sup> & Design	16	1,748,452	01/26/1993	01/26/2003	01/26/1998
EveryReader <sup>®</sup>	16	1,747,081	01/19/1993	01/19/2003	01/19/1998
Christian Living Center <sup>®</sup>	16	1,731,061	11/10/1992	11/10/2002	11/10/1997
The Guardian Eagle <sup>®</sup> & Design	16	1,715,642	09/15/1992	09/15/2002	09/15/1997
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Man with Book Design (Logo)	16 & 41	1,644,380	05/14/1991	05/14/2001	05/14/1996
Man with Book Design (Logo)	16	1,101,435	09/05/1978	09/05/1988	-FILED-
Scriptographic <sup>®</sup>	16 & 41	1,642,054	04/23/1991	04/23/2001	04/23/1996
What You Should Know Video <sup>®</sup> & Design	9	1,431,841	03/10/1987	03/10/2007	-FILED-
HealthTIPS <sup>®</sup>	16	1,393,603	05/13/1986	05/13/2006	-FILED-

## ACKNOWLEDGMENT OF ASSIGNMENT OF AGENCY

Reference is made to a certain "Collateral Assignment of Marks" (the "Assignment") executed on or about February 27, 1996 by Channing L. Bete Co., Inc. (the "Assignor"), pursuant to which the Assignor assigned and granted to Corestates Bank, N.A. ("Corestates") as Agent for the Co-Lender (as defined in the Credit Agreement hereinafter referred to), a security interest in certain trademarks, service marks, registrations, trade names and related assets. A copy of the Assignment is attached as "Exhibit "A". The Assignment was entered into pursuant to the provisions of a certain Credit Agreement dated as of February 27, 1996 (as amended from time to time, the "Credit Agreement") among the Assignor as Borrower, Corestates and State Street Bank and Trust Company ("State Street") as Co-Lenders, and Corestates as Agent for the Co-Lenders. Such Assignment was recorded with the Patent and Trademark Office of the United States on or about March 1, 1996 at Reel 1466, Frame 0993.

Reference is also made to a certain "Acknowledgment of Assignment of Agency" (the "Acknowledgment of Assignment") executed on or about March 4, 1999 by the Assignor, First Union National Bank ("First Union"), the successor by merger to Corestates, and State Street, whereby said parties acknowledged and agreed that State Street had succeeded to all of the rights of Corestates as Agent. A copy of the Acknowledgment of Assignment is attached as "Exhibit B". Such Acknowledgment was recorded with the Patent and Trademark Office of the United States on or about June 8, 1999 at Reel 1908, Frame 0847.

State Street and Citizens Bank of Massachusetts ("Citizens") hereby acknowledge and confirm that on or about October 1, 1999 Citizens succeeded to State Street as a Co-Lender and as Agent.

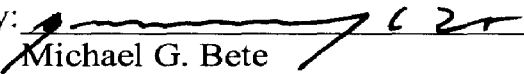
On or about January 1, 2002, the legal name of the Assignor was changed from "Channing L. Bete Co., Inc." to "Channing Bete Company, Inc." Citizens and the Assignor acknowledge and agree that as of the date hereof: (i) the Assignor is Channing Bete Company, Inc., (ii) the Agent is Citizens, (iii) the Co-Lenders are Citizens and Fleet National Bank ("Fleet"), and (iv) the Credit Agreement, as previously amended, has been amended and restated in its entirety as the Amended and Restated Credit Agreement, dated as of December 27, 2001, among the Assignor, Citizens and Fleet.

This agreement may be executed in any number of counterparts, all of which taken together shall constitute one Agreement, and any of the parties may execute this Agreement by signing a counterpart.

Signed as a sealed instrument as of March 14, 2002.

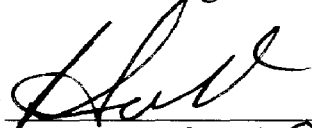
CHANNING BETE COMPANY, INC.

Assignor

By:   
Michael G. Bete  
President

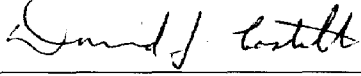
STATE STREET BANK AND TRUST  
COMPANY,

former Agent

By:   
Name: A Scott Sanges  
Title: Vice President

CITIZENS BANK OF MASSACHUSETTS,

successor Agent

By:   
David J. Costello  
Vice President

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss:

<sup>April 8</sup>  
March \_\_, 2002

Then personally appeared the above-named Michael G. Bete, who being by me duly sworn, did say that he is the President of Channing Bete Company, Inc., a corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me,

Melissa A. Nuttelman  
Notary Public  
My Commission Expires:

Melissa A. Nuttelman  
NOTARY PUBLIC  
My commission expires June 5, 2003

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

March 14, 2002

Then personally appeared the above-named R. Scott Sawyer, who being by me duly sworn, did say the he/she is the Vice President of State Street Bank and Trust Company, a banking corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me,

Sawyer  
Notary Public  
My Commission Expires: 7/18/02

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

March \_\_, 2002

Then personally appeared the above-named David J. Costello, who being by me duly sworn, did say the he is the Vice President of Citizens Bank of Massachusetts, a banking corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me,

Subscribed to and sworn before me  
this 19th day of March, 2002  
Crystal Y. Monteiro  
Crystal Y. Monteiro, Notary Public  
My commission expires Mar. 29, 2007

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COPY

COLLATERAL ASSIGNMENT OF MARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Channing L. Bete Co., Inc., a Massachusetts corporation, with a place of business at 200 State Road, South Deerfield, MA 01373 (the "Assignor") hereby assigns and grants to Corestates Bank, N.A., a national banking association which also conducts business as Philadelphia National Bank, with an address located at Broad and Chestnut Streets, F.C. 1-8-4-2, P.O. Box 7618, Philadelphia, PA 19101-7618 as agent (the "Agent") for itself as a Co-Lender and for State Street Bank and Trust Company, a Massachusetts trust company, with a place of business at 225 Franklin Street, Boston, MA 02110-2804 as a Co-Lender, a security interest in and to all of the rights, title and interest of the Assignor in and to (i) all of Assignor's trademarks, service marks, trademark registrations, service mark registrations, trade names, collective marks and certification marks and trademark and service mark applications, and trade dress, including logos and/or designs, in connection with any of the foregoing including, without limitation, those listed on Schedule A hereto, (ii) all renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing, (v) all rights corresponding to any of the foregoing throughout the world, and (vi) the goodwill of the Assignor's business connected with and symbolized by any of the foregoing (collectively, the "Marks").

Until and unless there shall exist an Event of Default under the Security Agreement (as defined below) and the Agent has given notice to the Assignor of the Agent's intention to exercise its rights under the Security Agreement, the Agent hereby grants to the Assignor, without representation or warranty by the Agent, the exclusive, nontransferable right and license (i) to use the Marks on and in connection with products sold by the Assignor, for the Assignor's own benefit and account and for none other and (ii) to collect any and all royalties under any sublicenses granted by the Assignor.

This Collateral Assignment is made pursuant to, and to further secure the satisfactory performance of all of the Secured Obligations (as such term is defined in that certain Security Agreement (Intellectual Property) dated as of February 27, 1996 by and between the Assignor, the Agent and the Co-Lenders, as the same may from time to time be amended and in effect (the "Security Agreement").

IN WITNESS WHEREOF, the Assignor has executed this instrument under seal as of February 27, 1996.

ASSIGNOR:

CHANNING L. BETE CO., INC.

By: [Signature]

Its: PROXY

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

February 27, 1996

Then personally appeared the above-named MICHAEL G. BETE, PRESIDENT of Channing L. Bete Co., Inc., and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me.

[Signature]  
Notary Public J. Nicholas Fucci  
My Commission Expires: 12-20-96

ACKNOWLEDGMENT OF ASSIGNMENT OF AGENCY

Reference is made to a certain "Collateral Assignment of Marks" (the "Assignment"), executed on or about February 27, 1996 by Channing L. Bete Co., Inc. (the "Assignor"), pursuant to which the Assignor assigned and granted to Corestates Bank, N.A. as agent and a Co-Lender ("Corestates"), a security interest in certain trademarks, service marks, registrations, trade names and related assets, a copy of which Assignment being attached as Exhibit "A". Such Assignment was recorded with the Patent and Trademark Office of the United States on or about \_\_\_\_\_ at \_\_\_\_\_. First Union National Bank ("First Union") is successor by merger to Corestates.

First Union hereby acknowledges and confirms that pursuant to the terms of a certain Credit Agreement dated as of February 27, 1996 among the Assignor, Corestates and State Street Bank and Trust Company ("State Street"), the Assignor has appointed State Street as Agent, and State Street has accepted such appointment. Effective November 2, 1998, State Street became successor agent to Corestates and Corestates was replaced as Agent.

First Union further acknowledges that on or about March 4, 1999, Fleet National Bank ("Fleet") has succeeded to all of the rights of First Union as successor to Corestates as a Co-Lender under the Assignment.

This agreement may be executed in any number of counterparts, all of which taken together shall constitute one Agreement and any of the parties may execute this Agreement by signing a counterpart.

Signed as a sealed instrument as of March 4, 1999.

First Union National Bank,  
successor by merger to  
Corestates Bank, N.A.

By: R. Thomas Esser  
Name: R. Thomas Esser  
Its: Vice President

State Street Bank and  
Trust Company

By: \_\_\_\_\_  
Name: David J. Costello  
Its: Vice President

Channing L. Bete Co., Inc.

By: \_\_\_\_\_  
Name: Michael G. Bete  
Its: President



ACKNOWLEDGMENT OF ASSIGNMENT OF AGENCY

Reference is made to a certain "Collateral Assignment of Marks" (the "Assignment"), executed on or about February 27, 1996 by Channing L. Bete Co., Inc. (the "Assignor"), pursuant to which the Assignor assigned and granted to Corestates Bank, N.A. as agent and a Co-Lender ("Corestates"), a security interest in certain trademarks, service marks, registrations, trade names and related assets, a copy of which Assignment being attached as Exhibit "A". Such Assignment was recorded with the Patent and Trademark Office of the United States on or about \_\_\_\_\_ at \_\_\_\_\_. First Union National Bank ("First Union") is successor by merger to Corestates.

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Signed as a sealed instrument as of March 4, 1999.

First Union National Bank,  
successor by merger to  
Corestates Bank, N.A.

By: \_\_\_\_\_  
Name: R. Thomas Esser  
Its: Vice President

State Street Bank and  
Trust Company

By: David J. Costello  
Name: David J. Costello  
Its: Vice President

Channing L. Bete Co., Inc.

By: Michael G. Bete  
Name: Michael G. Bete  
Its: President

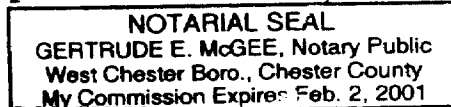
COMMONWEALTH OF ~~MASSACHUSETTS~~ <sup>Pennsylvania</sup>

Montgomery, ss.

\_\_\_\_\_, 1999

Then personally appeared the above named R. Thomas Esser, who being by me duly sworn, did say that he is the Vice President of First Union National Bank, successor by merger to Corestates Bank, N.A., a banking corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation before me,

Gertrude E. McGee  
Notary Public  
My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

\_\_\_\_\_, 1999

Then personally appeared the above named David J. Costello, who being by me duly sworn, did say that he is the Vice President of State Street Bank and Trust Company, a banking corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation before me,

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

\_\_\_\_\_, 1999

Then personally appeared the above named Michael G. Bete, who being by me duly sworn, did say that he is the President of Channing L. Bete Co., Inc., a corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation before me,

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

\_\_\_\_\_, 1999

Then personally appeared the above named R. Thomas Esser, who being by me duly sworn, did say that he is the Vice President of First Union National Bank, successor by merger to Corestates Bank, N.A., a banking corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation before me,

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## COMMONWEALTH OF MASSACHUSETTS

*Hampden*  
Suffolk, ss.

*March 4*, 1999

Then personally appeared the above named David J. Costello, who being by me duly sworn, did say that he is the Vice President of State Street Bank and Trust Company, a banking corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation before me,

**JAMES B. SHEILS**  
**MY COMMISSION EXPIRES**  
**DECEMBER 11, 2003**

*[Signature]*  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

## COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

*March 4*, 1999

Then personally appeared the above named Michael G. Bete, who being by me duly sworn, did say that he is the President of Channing L. Bete Co., Inc., a corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation before me,

**JAMES B. SHEILS**  
**MY COMMISSION EXPIRES**  
**DECEMBER 11, 2003**

*[Signature]*  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

COPY

COLLATERAL ASSIGNMENT OF MARKS

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Until and unless there shall exist an Event of Default under the Security Agreement (as defined below) and the Agent has given notice to the Assignor of the Agent's intention to exercise its rights under the Security Agreement, the Agent hereby grants to the Assignor, without representation or warranty by the Agent, the exclusive, nontransferable right and license (i) to use the Marks on and in connection with products sold by the Assignor, for the Assignor's own benefit and account and for none other and (ii) to collect any and all royalties under any sublicenses granted by the Assignor.

This Collateral Assignment is made pursuant to, and to further secure the satisfactory performance of all of the Secured Obligations (as such term is defined in that certain Security Agreement (Intellectual Property) dated as of February 27, 1996 by and between the Assignor, the Agent and the Co-Lenders, as the same may from time to time be amended and in effect (the "Security Agreement").

IN WITNESS WHEREOF, the Assignor has executed this instrument under seal as of February 27, 1996.

ASSIGNOR:

CHANNING L. BETE CO., INC.

By: [Signature]

Its: PROXY

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

February 27, 1996

Then personally appeared the above-named MICHAEL G. BETE, PRESIDENT of Channing L. Bete Co., Inc., and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me.

[Signature]  
Notary Public J. Nicholas Fuller  
My Commission Expires: 12-20-96

**SCHEDULE A**  
**CHANNING L. BETTE CO., INC.**  
**U.S. TRADEMARK/SERVICE MARK REGISTRATIONS**

As Of: February 13, 1996

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