

05-06-2002

4.24.02

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

102079581

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

1. Name of conveying party(ies):

Channing Bete Company, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

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.

Internal Address: Nixon Peabody LLP

Street Address: 101 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved:

27

7. Total fee (37 CFR 3.41): \$ 690

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

05/03/2002 DBTRM 00000047 2199805

01 FC:48 02 FC:48

Signature of William C. Stone

Name of Person Signing

Signature of William C. Stone

Signature

Date 4-16-02

Date

Total number of pages including cover sheet, attachments, and document: 11

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

SCHEDULE A

CHANNING BETE COMPANY, INC.
U.S. TRADEMARK/SERVICE MARK REGISTRATIONS

As of: January 22, 2002

TRADEMARK	CLASS	SERIAL #	REG. #	DATED	REN. DUE	DECL DUE
Dewdrop (Design)®	16	75/355,537	2,199,805	10/27/98	10/27/08	10/27/04
DEWDROP®	16	75/355,539	2,198,223	10/20/98	10/20/08	10/20/04
WAY TO GROW®	16	75/377,698	2,201,465	11/3/98	11/3/08	11/3/04
WRITE FROM THE HEART®	16	75/659,915	2,340,769	4/11/00	4/11/10	4/11/06
WARNING SIGNS (Design) ®	16	75/778,600	2,357,666	6/13/00	6/13/10	6/13/06
KNOW WHAT?®	16	76/141,401	2,506,274	11/13/01	11/13/11	11/13/07
KNOW WHAT?™	42	76/243,197				
PRESENT & PREVENT!™	9, 16	76/199,743				
WHO KNEW?™	16, 41	76,205,889				
SOARING STARS™	9, 16, 41	78/079,582				
SOARING STARS (design)™	9, 16, 41	78/079,646				
SOAR (design)™	9, 16, 41	78/081,078				
A (design)™	9, 16, 41	78/085,186				
HOMELAND SECURITY™	16	78/091,777				
CHANNING BETE COMPANY™	9, 16, 35, 41, 42	78/092,057				
New Corporate Logo (Running Man)™	9, 16, 35, 41, 42	78/092,066				
Channing Bete Company™ (horizontal design)	9, 16, 35, 41, 42	78/092,071				
Channing Bete Company™ (stacked design)	9, 16, 35, 41, 42	78/092,068				

COMMUNITIES THAT CARE®	9, 41	74/137,761	1,719,908	9/29/92	9/29/02	
COMMUNITIES THAT CARE	9, 41	76/106,727				
COMMUNITY ANALYST™	9	75/637,827				
PARENTS WHO CARE®	9,16	75/976,620	2,404,895	11/14/00	11/14/10	11/14/05
PARENTS WHO CARE®	41	75/069,224	2,224,547	2/16/99	2/16/09	2/16/04
PATHS®	16	74/585,306	1,916,419	9/5/95	9/5/05	FILED
PREPARING FOR SCHOOL SUCCESS®	16	76/034,890	2,453,095	5/22/01	5/22/11	5/22/07
PREPARING FOR THE DRUG FREE YEARS®	9, 41	73/716,335	1,510,801	11/1/88	11/1/08	FILED
SOAR™	9, 16, 41	76/106,739				

AMENDMENT TO COLLATERAL ASSIGNMENT OF MARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Channing Bete Company, Inc., a Massachusetts corporation, with a place of business at One community Place (formerly known as 200 State Road), South Deerfield, MA 01373 (the "Assignor") hereby assigns and grants to Citizens Bank of Massachusetts, a Massachusetts bank, with an address at 28 State Street, Boston, Massachusetts 02109 as agent (the "Agent") for itself as Co-Lender and Fleet National Bank, a national banking association, with an address at One Monarch Place, Springfield, Massachusetts 01102-0711, as 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 Borrower'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 Amendment to 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 Amended and Restated Security Agreement (Intellectual Property) dated as of January 29, 2002 by and between the Assignor, the Agent and the Co-Lenders, as the same may from time to time be amended and in effect. This Amendment to Collateral Assignment amends and supplements the Collateral Assignment of Marks, dated as of February 27, 1996, as amended, from the Assignor (then known as Channing L. Bete Co., Inc.) to Corestates Bank, N. A., as Agent (Corestates Bank, N. A., which also conducted business as Philadelphia National Bank, being the predecessor to Citizens Bank of Massachusetts as Agent) for the then Co-Lenders, which were Corestates Bank, N. A. and State Street Bank and Trust Company.

IN WITNESS WHEREOF, the parties have executed this instrument under seal as of January 29, 2002.

ASSIGNOR:

CHANNING BETE COMPANY, INC.

By: 
Michael G. Bete
President

CITIZENS BANK OF MASSACHUSETTS,
as Agent and Co-Lender

By: _____
David J. Costello
Vice President

FLEET NATIONAL BANK,
as Co-Lender

By: _____
Sheryl L. McQuade
Vice President

IN WITNESS WHEREOF, the parties have executed this instrument under seal as of
January 29, 2002.

ASSIGNOR:

CHANNING BETE COMPANY, INC.

By: _____

Michael G. Bete

President

CITIZENS BANK OF MASSACHUSETTS,
as Agent and Co-Lender

By: David J. Costello

David J. Costello

Vice President

FLEET NATIONAL BANK,
as Co-Lender

By: _____

Sheryl L. McQuade

Vice President

IN WITNESS WHEREOF, the parties have executed this instrument under seal as of
January 29, 2002.

ASSIGNOR:


CHANNING BETE COMPANY, INC.

By: _____
Michael G. Bete
President

CITIZENS BANK OF MASSACHUSETTS,
as Agent and Co-Lender

By: _____
David J. Costello,
Vice President

FLEET NATIONAL BANK,
as Co-Lender

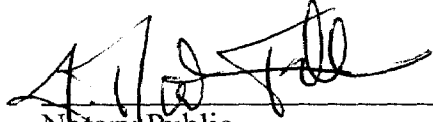
By: _____

Sheryl L. McQuade
Vice President

THE COMMONWEALTH OF MASSACHUSETTS

Franklin County, ss.

January 29, 2002

Then personally appeared the above-named Michael G. Bete, President of Channing Bete Company, Inc., and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me.



Notary Public
My Commission Expires: 12/21/03

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

January 29, 2002

Then personally appeared the above-named David J. Costello, Vice President of Citizens Bank of Massachusetts and acknowledged the foregoing instrument to be the free act and deed of said bank, before me.

Notary Public

My Commission Expires:

Subscribed to and sworn before me

this 29th day of January 2002



Crystal Y. Monteiro, Notary Public


My commission expires Mar. 29, 2007

THE COMMONWEALTH OF MASSACHUSETTS

Hampden County, ss.

January 29, 2002

Then personally appeared the above-named Sheryl L. McQuade, Vice President, Fleet National Bank, and acknowledged the foregoing instrument to be the free act and deed of said bank, before me.



Notary Public

My Commission Expires:

**MY COMMISSION EXPIRES
APRIL 5, 2007**