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Foam PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office



Tab Settings

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To the Honorable Commissioner of Patents and Trademarks

Send original documents or copy thereof.

1. Name of conveying party(ies):

Deutsche Bank Trust Company Americas (formerly Bankers Trust Company)

- Assignment, 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 Release of Trademark Security Interest

Execution Date: May 9, 2003

2. Name and address of receiving party(ies)

Name: Knowledge Learning Corporation (formerly Children's Discovery Centers of America, Inc.)

Internal Address, Street Address: 4340 Redwood Highway, Building B, City: San Rafael, State: CA, Zip: 94903-2121

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware corporation, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 75/933,600

B. Trademark No.(s) 2,650,339 and 2,496,725

Additional numbers attached? Yes No

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

Name: Gina Durham, Esq.

Internal Address: c/o O'Melveny & Myers LLP

Street Address: 400 South Hope Street, Room 1919

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 210.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number

DO NOT USE THIS SPACE

9. Signature.

Gina Durham Name of Person Signing

Signature

May 23, 2003 Date

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

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

088,188-035

LA3:1042278.1

TRADEMARK REEL: 002658 FRAME: 0404

05/27/2003 TDI AZ1 00000098 75933600

01 FC:852 40.00 OP
02 FC:852 50.00 OP
03 FC:852 120.00 OP

## RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest is dated as of May 9, 2003. Reference is hereby made to the Grant of Trademark Security Interest (the "**Grant**"), dated as of July 12, 2001, by and between, Children's Discovery Centers of America, Inc. ("**Assignor**"), and Deutsche Bank Trust Company Americas (formerly Bankers Trust Company) ("**Assignee**") recorded with the United States Trademark and Trademark Office on September 6, 2001 on Reel/Frame No. 002365/0512.

Reference is further made to that certain Agency Assignment Agreement, dated as of March 21, 2003, by and among Deutsche Bank Trust Company Americas ("**Deutsche**") and Harch Capital Management, Inc., (successor in interest to Deutsche and hereafter referred to as, "**Successor Assignee**") (the "**Assignment**"), whereby Deutsche assigned to Successor Assignee all of its respective rights, remedies, duties and obligations under the Credit Agreement, dated as of August 20, 1998, by and among Children's Discovery Centers of America, Inc. (the "**Borrower**"), the lenders (as defined therein) and Bankers Trust Company (the "**Administrative Agent**") (the "**Credit Agreement**"), including, without limitation, in its respective capacities as a secured party, grantee, beneficiary, assignee and each other similar capacity, if any, in which Deutsche was granted a lien on any personal property of the Borrower or any other entity as security for all or any of the obligations (as such term is defined in the Credit Agreement.

Successor Assignee hereby notifies, acknowledges to and agrees with Assignee that, subject to the provisions of that certain Payoff Letter, dated as of May 9, 2003, by and between Assignor and Successor Assignee (the "**Payoff Letter**"), the security interest granted by Assignor in the collateral set forth in the Grant (the "**Trademark Collateral**") including, without limitation, the security interest granted in the Trademarks listed on the attached Schedule A, is terminated and released, and that, subject to the provisions of that certain Payoff Letter, that Successor Assignee hereby releases and forever discharges all of its right, title and interest of any kind or nature granted, assigned or conveyed pursuant to the Grant in the Trademark Collateral.

Successor Assignee hereby notifies, acknowledges to and agrees that the security interest granted by Assignee in the collateral set forth in the Grant (the "**Trademark Collateral**") including, without limitation, the security interest granted in the Trademarks listed on the attached Schedule A, is terminated and released, and that Successor Assignee hereby releases and forever discharges all of its right, title and interest of any kind or nature granted, assigned or conveyed pursuant to the Grant in the Trademark Collateral.

Successor Assignee releases all liens, pledges, security interests, charges and other encumbrances of whatever nature (collectively, "**Encumbrances**") on this Release of Trademark Security Interest including, without limitation, those Encumbrances created under or in connection with the Grant.

Successor Assignee hereby agrees to take such further actions and to execute and deliver such further documents as may reasonably be requested to effect and evidence this Release, including, without limitation, the execution and delivery of any filings, statements, amendments, recordations or other instruments required to maintain the applications or registrations of the

Trademark Collateral and record the chain of title accordingly with the United States Patent and Trademark Office, subject, in each case to the requesting party's prior payment in full to the Assignee of its costs and expenses (including reasonable fees and disbursements of counsel) incurred in connection therewith; provided, however, that Assignee shall not be required to take any action which exposes the Assignee to personal liability or which is contrary to applicable law.

[Remainder of this page intentionally left blank]

**IN WITNESS WHEREOF**, Successor Assignee has caused this Release of Trademark Security Interest to be duly executed and delivered by its duly authorized officer as of the date first above written.

**HARCH CAPITAL MANAGEMENT, INC.**, as  
Successor Assignee to Deutsche Bank Trust Company  
Americas (formerly Bankers Trust Company)

By: *Michael E. Lewitt*  
Name: Michael E. Lewitt  
Title: President

**SCHEDULE A  
TO  
RELEASE OF TRADEMARK SECURITY INTEREST**

**Registered Trademark(s):**

<b><u>Owner</u></b>	<b><u>US Trademark Description</u></b>	<b><u>Reg. Date</u></b>	<b><u>Registration Number</u></b>
Children's Discovery Centers of America, Inc.	DESIGN ONLY	09/06/01	2650339
Children's Discovery Centers of America, Inc.	WHERE LEARNING COMES NATURALLY	09/06/01	2496725

**Pending Trademark(s):**

<b><u>Applicant</u></b>	<b><u>US Trademark Description</u></b>	<b><u>File Date</u></b>	<b><u>Application Number</u></b>
Children's Discovery Centers of America, Inc.	LEARNING UNIVERSE	09/06/01	75933600