

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Security Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Right Start Acquisition Company		06/22/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	GMAC Commercial Finance
Street Address:	1290 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10104
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2337557	BABIES TO KIDS
Registration Number:	2627252	R S
Registration Number:	2691944	RIGHTSTART.COM
Registration Number:	2694449	RIGHTSTART.COM
Registration Number:	2286506	SPLASH DIAPER
Registration Number:	2157378	THE RIGHT START
Registration Number:	2368955	THE RIGHT START
Registration Number:	2173433	THE RIGHT START
Registration Number:	2166244	THE RIGHT START
Registration Number:	1917940	THE RIGHT START
Registration Number:	1918619	THE RIGHT START
Registration Number:	2523839	THE RIGHT START BABIES TO KIDS
Registration Number:	2521593	THE RIGHT START
Serial Number:	75859574	RIGHT START
Serial Number:	76228026	SILVER RATTLE CLUB

OP \$390.00 2337557

CORRESPONDENCE DATA

Fax Number: (617)574-7657
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-574-4115
Email: ecoleman@goulstonstorrs.com
Correspondent Name: Eleanor Coleman
Address Line 1: 400 Atlantic Avenue
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	09586.0006
NAME OF SUBMITTER:	Eleanor Coleman

Total Attachments: 25
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

RIGHT START ACQUISITION COMPANY

RIGHT START ACQUISITION COMPANY (the "Company"), a Delaware corporation having its principal place of business and its chief executive offices at 10323 Santa Monica Boulevard, #101, Los Angeles, CA 90025, hereby grants to GMAC Commercial Finance (the "Lender"), with an office at 1290 Avenue of the Americas, New York, NY 10104, as collateral security for the payment and performance in full of the Company's Obligations (as defined in the Credit Agreement defined herein) under a Loan and Security Agreement of even date herewith (as amended, modified and supplemented from time to time, the "Credit Agreement"), between the Company and the Lender, together with its successors and assigns, being herein sometimes called the "Secured Party"), and the payment and performance of all other Obligations under (and as defined in) the Credit Agreement, a continuing security interest in and first priority lien on all Patents (as hereinafter defined) and all Trademarks (as hereinafter defined).

In addition, with respect to the Trademarks, the Company has executed in blank and delivered to the Lender an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"), and, with respect to the Patents, the Company has executed in blank and delivered to the Lender an assignment of patents, patent applications and related patent property in substantially the form of Exhibit 2 hereto (the "Assignment of Patents"). The Company hereby authorizes the Lender to complete as assignee and record with the U.S. Patent and Trademark Office either or both of the Assignment of Marks and the Assignment of Patents upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Lender's remedies under this Intellectual Property Security Agreement and the Credit Agreement. In addition to, and not by way of limitation of, the foregoing grant of the Trademarks and Patents, the Company grants, assigns, transfers, conveys and sets over to the Lender, the Company's entire right, title and interest in and to the Company's Trademarks and the Patents; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (a) upon or after the occurrence and during the continuance of an Event of Default and (b) either (i) upon the written demand of the Lender at any time during such continuance or (ii) immediately and automatically (without notice or action of any kind by the Lender) upon an Event of Default for which acceleration of the Advances is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Credit Agreement and applicable law (including the transfer or other disposition of the Collateral by the Company to the Lender or its nominee in lieu of foreclosure).

Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in the Credit Agreement.

The following terms, as used herein, have the meanings set forth below:

“Patents” means collectively all of the following now owned or hereafter created or acquired by the Company: (a) all patents, patent applications and Patent Licenses (as defined below), including, without limitation, those listed on Schedule A hereto, which issue or have issued in any country or jurisdiction upon any patent applications which correspond with any of such patents or patent applications; (b) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country; (c) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing which issue or have issued in any country or jurisdiction; (d) 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 and payments for past, present and future infringements of any of the foregoing; (e) the right to sue for past, present and future infringements of any of the foregoing; and (f) all rights corresponding to any of the foregoing throughout the world.

“Patent License” means any oral or written agreement now or hereafter in existence granting to the Company any right to use any invention on which a patent is in existence, all as may be amended, supplemented or otherwise modified from time to time, including, without limitation, those listed on Schedule A hereto.

“Trademarks” means collectively all of the following now owned or hereafter created or acquired by the Company: (a) all trademarks, Trademark Licenses (as defined below), trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof in the United States, any state in the United States or any foreign jurisdiction, and all applications in connection therewith, including, without limitation, those listed on Schedule B hereto, whether or not any of the foregoing is registered or the subject of an application for registration under federal law, state law, foreign law or otherwise; (b) all renewals thereof; (c) 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 and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

“Trademark License” means any oral or written agreement now or hereafter in existence granting to the Company any right to use any trademark, all as may be amended, supplemented or otherwise modified from time to time, including, without limitation, those listed on Schedule B hereto.

The Company represents and warrants to and agrees with the Secured Party as follows:

1. The Company is the sole owner in the United States and all other applicable jurisdictions of the entire right, title and interest in and to each of the Patents and Trademarks free from any mortgage, pledge, lien, security interest, charge, adverse claim or other encumbrance including, without limitation, licenses, shop rights (with regard to the Patents) and covenants not to sue, except the security interest herein granted and as otherwise permitted by the Credit Agreement. To the best of the Company's knowledge, as of the date of this Agreement, no claim has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person and, to the best of the Company's knowledge, there is no infringement by the Company of the patent or trademark rights of others. The Company shall have the duty to promptly notify the Secured Party of any such claim or infringement and the details thereof.

2. To the best of the Company's knowledge, as of the date hereof, each of the Patents and Trademarks listed on Schedule A and Schedule B is valid and enforceable. The Patents and Trademarks listed on Schedule A and Schedule B, together, constitute all patents, patent applications, registered trademarks, trademark applications, registered service marks, and service mark applications, now owned or used by the Company.

3. The Patents and Trademarks are subsisting and, to the best of the Company's knowledge, have not been adjudged invalid or unenforceable, in whole or in part.

4. The execution, delivery and performance of this Agreement are within the power of the Company and have been duly authorized by all necessary corporate action and do not contravene any law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which the Company is a party or by which any of its property is bound.

5. Except where such action is not deemed commercially reasonable by the Company, the Company shall have the duty, through counsel acceptable to the Secured Party, (i) to prosecute diligently any patent applications of the Patents and trademark registration applications of the Trademarks pending as of the date of this Agreement or thereafter, (ii) to apply for unpatented but reasonably patentable inventions and (iii) to preserve and maintain all rights in the Patents and Trademarks. Any expenses incurred in connection with such applications and actions shall be borne by the Company. The Company shall not abandon any filed patent application or trademark registration, or abandon any pending patent application or patent or any trademark registration without prior written notice to the Secured Party.

6. Except for patents and trademarks no longer used by the Company or where such action is not deemed commercially reasonable by the Company, the Company shall take all reasonably necessary steps to defend the Patents and Trademarks against all

claims and demands of all persons at any time claiming the same or any interests in and to the Patents and Trademarks adverse to the Secured Party. Until the Obligations shall have been satisfied in full, the Company shall not pledge, mortgage or create or suffer to exist a security interest in, or enter into any license, sublicense or other agreement relating to the use of, the Patents and Trademarks, without the Secured Party's prior consent (which consent, in the case of any license or sublicense, shall not be unreasonably withheld, so long as no Event of Default shall have occurred and is continuing), except for the security interests granted hereby and liens permitted under the Credit Agreement.

7. The Company shall, at its sole expense, promptly apply for and obtain all renewals or extensions of the Patents and Trademarks to the full extent permitted by law except to the extent, in the Company's reasonable discretion, exercised in good faith, such renewal or extension is not reasonable, prudent or beneficial to the Company or its operations. If, before all Obligations have been satisfied in full, the Company shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application, patent for any reissue, or of any patent improvement, or if the Company develops any new trademark or service mark, or if the Company acquires any new copyrights, or if the Company becomes entitled to the benefit of any application for any trademark, service mark or copyright, the provisions of this Agreement shall automatically apply thereto. The Company shall give the Secured Party prompt written notice of all such patents, registered trademarks, registered service marks, registered copyrights, applications, and extensions and renewals thereof. The Company authorizes the Secured Party to modify this Agreement, without the necessity of the Company's further approval or signature, by amending Schedule A and Schedule B to include any new patents, any divisions, continuations, renewals, extensions, continuations-in-part on any patent, and any new registered trademark, service mark or renewal thereof of the Company applied for and obtained hereafter. The Company agrees to execute additional documentation, including without limitation, a Notice of Security Interest in Copyrights to be recorded with the United States Copyright Office, that Lender may request in connection with such new registered copyrights.

8. The Company shall promptly notify the Secured Party of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any other foreign or domestic governmental agency, court or body, regarding the Company's claim of ownership in any of the Patents and Trademarks which could reasonably be expected to have a material adverse effect on the Company. In the event of any material infringement by a third party of any of the Patents or Trademarks, the Company shall promptly notify the Secured Party of such infringement and shall take all reasonably necessary actions to obtain the cessation of such infringement and recover all damages resulting therefrom, including, after and during the continuance of an Event of Default, such action as the Secured Party deems reasonably necessary. If the Company shall fail to take such action within two (2) months after such notice is given to the Secured Party, the Secured Party may upon notice to the Company, but shall not be required to, itself take such action in the name of the Company, and the Company hereby appoints the Secured Party the true and lawful attorney of the Company, for it and in its

name, place and stead, on behalf of the Company, solely to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to the Company, net of costs and attorneys' fees reasonably incurred, to be applied to the Obligations.

9. The Company shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance reasonably satisfactory to the Secured Party, relating to the creation, validity, or perfection of the security interests and assignments provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other laws of the United States or the State of New York or of any other countries or states as the Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to more completely vest in and assure to the Secured Party its rights hereunder or in any of the Patents or Trademarks, and the Company hereby irrevocably authorizes the Secured Party or its designee, at the Company's expense, to execute such documents, and file such financing statements with respect thereto with or without the Company's signature, as the Secured Party may deem reasonably appropriate; provided that the Secured Party shall deliver to the Company copies of all such financing statements and shall terminate at the Secured Party's expense all such filings made in error. In the event that any rerecording or refiling (or the filing of any statement of continuation or assignment of any financing statement) or any repledge or reassignment, or any other action, is required at any time to protect and preserve such security interest and assignments, the Company shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be reasonably necessary and as may be reasonably requested by the Secured Party.

The Secured Party is hereby irrevocably appointed by the Company as its lawful attorney and agent, with full power of substitution, to execute, deliver, record and file on behalf of and in the name of the Company such financing statements, assignments, pledges and other documents and agreements, and to take such other action as the Secured Party may deem reasonably necessary for the purpose of perfecting, protecting or effecting the security interests and assignments granted herein and effected hereby, and any liens reasonably necessary or desirable to implement or effectuate the same, under any applicable law, and the Secured Party is hereby authorized to file on behalf of and in the name of the Company at the Company's sole expense, such financing statements, assignments, pledges, documents, and agreements in any appropriate governmental office, provided that the Secured Party shall deliver to the Company copies of all such financing statements.

In fulfilling its responsibility for the prosecution, defense, enforcement or any other reasonably necessary or desirable actions in connection with the Patents and Trademarks, the Company shall hold the Secured Party harmless from any and all reasonable costs, damages, liabilities and expenses that may be incurred by the Secured Party (other than as a result of gross negligence or willful misconduct of the Secured Party) in connection with the Secured Party's interest in the Patents and Trademarks or

any other action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, the Company shall retain patent or trademark counsel, as the case may be, reasonably acceptable to the Secured Party.

10. If any Event of Default shall have occurred and be continuing, the Secured Party may without notice or demand declare this Agreement to be in default and the Secured Party shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code of the State of New York (the "Uniform Commercial Code"), including, without limitation, the right to dispose of the Patents and Trademarks at public or private sale. The Secured Party shall give to the Company at least ten (10) days' prior written notice (which the Company agrees is "reasonable notification" under the Uniform Commercial Code) of the time and place of any public sale of the Patents and Trademarks or of the time after which any private sale or any other intended disposition is to be made.

If any Event of Default shall have occurred and be continuing, (a) the Company hereby grants to the Secured Party the right and exclusive license to make, have made, use and sell the inventions and marks disclosed and claimed in the Patents and the Trademarks for the benefit and account of the Secured Party, and (b) the Secured Party may include reference to the Company, the Patents and the Trademarks (and may utilize any logo or other distinctive symbol associated with the Company) in connection with any advertising, promotion, marketing or sale undertaken by the Secured Party.

To the extent permitted by applicable law, the Company hereby waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Secured Party's rights hereunder, including, without limitation, its rights following any Event of Default to take immediate possession of the Patents and Trademarks and exercise its rights with respect thereto.

The Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Agreement and the Patents and Trademarks subject to a security interest hereunder), or guaranties of, the Obligations or any of them, or to resort to such security or guaranties in any particular order; and all of the rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Company hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Secured Party's rights under this Agreement or any other instrument evidencing any of the Obligations or by which any of the Obligations is secured or guaranteed, and to the extent that it lawfully may the Company hereby irrevocably waives the benefits of all such laws.

11. Except for notices specifically provided for herein, the Company hereby expressly waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in

reliance hereon and all other demands and notices of any description. With respect both to the Obligations and any collateral therefor, the Company assents to any extension or postponement of the time of payment or any other indulgence, to any substitution of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable. The Secured Party shall have no duty as to the protection of the Patents or Trademarks or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Secured Party may exercise its rights with respect to the Patents and Trademarks without resorting or regard to other collateral or sources of reimbursement for liability. The Secured Party shall not be deemed to have waived any of its rights upon or under the Obligations or the Patents and Trademarks unless such waiver be in writing and signed by the Secured Party in accordance with the terms of the Credit Agreement. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party with respect to the Obligations or the Patents or Trademarks, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

12. The Company will pay any and all (i) reasonable charges and costs and all taxes incurred in implementing or subsequently amending this Agreement, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and reasonable fees and disbursements of the Secured Party's counsel, incurred by the Secured Party in connection with this Agreement, and (ii) fees and disbursements reasonably incurred by the Secured Party in the preparation, execution and delivery of any waiver or consent by the Secured Party relating to this Agreement, and in the enforcement of this Agreement and in the enforcement or foreclosure of any liens, security interests or other rights of the Secured Party under this Agreement, or under any other documentation heretofore, now, or hereafter given to the Secured Party in furtherance of the transactions contemplated hereby. In addition, after the occurrence and during the continuation of an Event of Default, the Company will also pay all reasonable costs and expenses of the Secured Party in connection with the enforcement of this Agreement and with the enforcement or foreclosure of any liens, security interests or other rights of the Secured Party under this Agreement, or under any other documentation heretofore, now, or hereafter given to the Secured Party in furtherance of the transactions contemplated hereby.

The Company agrees to reimburse the Secured Party for, and indemnify the Secured Party against, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature sustained and reasonably incurred (other than as a result of the gross negligence or willful misconduct of the Secured Party) in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Agreement, or the exercise of any rights or powers hereunder, including reasonable attorneys' fees and disbursements.

13. The Company and the Secured Party may from time to time agree in writing to the release of certain of the Patents and Trademarks from the security interest created hereby, and, in the case of Patents or Trademarks the Company proposes to abandon, the Secured Party agrees that, prior to an Event of Default, it will release its security interest in any Patent or Trademark the Company proposes to abandon so long as such Patent or Trademark is no longer used by the Company and is not material to the operations of the Company, provided that after the occurrence and during the continuance of an Event of Default, the Secured Party's consent will be required prior to any such release and abandonment.

14. The Company shall hold the Secured Party harmless from any and all reasonable costs, damages and expenses which may be incurred by the Secured Party or the Company in connection with any action or failure to act by the Secured Party in connection with this Agreement, except those arising from the gross negligence or willful misconduct of the Secured Party.

15. Any and all rights and interests of the Secured Party in and to the Patents and Trademarks (and any and all obligations of the Company with respect to the same) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the obligations of the Company) in, to or with respect to the Collateral provided in or arising under or in connection with the Credit Agreement and shall not be in derogation thereof.

16. THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES, AND, TO THE EXTENT THAT THE LAWS OF THE UNITED STATES ARE NOT APPLICABLE, BY AND WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS). THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT. The Company agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of New York, USA, the United States of America for the Southern District of New York, or any appellate court to which appeals may be taken from any of the foregoing courts, and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Company by mail at the address specified in the Credit Agreement. The Company hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

17. All notices hereunder shall be in writing and shall be given as provided in the Credit Agreement.

18. When all Obligations have been paid, performed and indefeasibly discharged in full, and if at the time the Secured Party is not committed to extend any

credit to the Company under the Credit Agreement or under any other Loan Document, this Agreement shall terminate, and the Secured Party shall, upon request and at the Company's expense, execute all such documentation necessary to release its security interest hereunder.

19. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except by a written instrument expressly referring to this Agreement and to the provisions so modified or limited, and executed by all the parties hereto.

20. This Agreement and all obligations of the Company shall be binding upon the successors and assigns of the Company, and shall, together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall be in no way affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Company acknowledges receipt of a copy of this Agreement. Terms used herein without definition which are defined in the Uniform Commercial Code of New York have such defined meanings herein, unless the context otherwise indicates or requires.

21. THE COMPANY AND THE SECURED PARTY MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE SECURED PARTY TO ENTER INTO THIS AGREEMENT AND MAKE THE LOANS. Except as prohibited by law, the Company waives any right which it may have to claim or recover in any litigation referred to in the first sentence of this Section 21 any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Company (i) certifies that neither the Secured Party, nor any representative, agent or attorney of the Secured Party, has represented, expressly or otherwise, that the Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents, the Secured Party is relying upon, among other things, the waivers and certifications in this Section 21.

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Signatures on next page)

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed under seal by its duly authorized officer as of this 12 day of June, 2004.

RIGHT START ACQUISITION
COMPANY

By: *Brian Weisner*
Title: President / CEO

Accepted:

GMAC COMMERCIAL FINANCE

By: _____
Title:

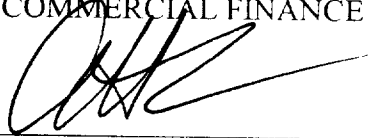
IN WITNESS WHEREOF, the Company has caused this Agreement to be executed under seal by its duly authorized officer as of this 22nd day of June, 2004.

RIGHT START ACQUISITION
COMPANY

By: _____
Title:

Accepted:

GMAC COMMERCIAL FINANCE

By: 
Title: Senior Managing Director

STATE OF California)
COUNTY OF Los Angeles) ss.

Then personally appeared the above-named Brian McDermott who being duly sworn stated that ~~she~~ he is the President/CEO of RIGHT START ACQUISITION COMPANY, and acknowledged the foregoing instrument to be the free act and deed of RIGHT START ACQUISITION COMPANY before me, this 17 day of June, 2004.



Gretchen M. Nero
Notary Public
My commission expires: Aug. 11, 2004

SCHEDULE A

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

None.

<u>Patent</u>	<u>Owner</u>	<u>Status in PTO</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>

PATENT APPLICATIONS

None.

PATENT LICENSES

None.

SCHEDULE B

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
BABIES TO KIDS	Right Start Acquisition Company	Registered	2337557	4/4/00
R S & Design (Toy Block with Computer Mouse)	Right Start Acquisition Company	Registered	2627252	10/1/02
RIGHTSTART.COM	Right Start Acquisition Company	Registered	2691944	3/4/03
RIGHTSTART.COM	Right Start Acquisition Company	Registered	2694449	3/11/03
SPLASH DIAPER	Right Start Acquisition Company	Registered	2286506	10/12/99
THE RIGHT START	Right Start Acquisition Company	Registered	2157378	5/12/98
THE RIGHT START	Right Start Acquisition Company	Registered	2368955	7/18/00
THE RIGHT START	Right Start Acquisition Company	Registered	2173433	7/14/98
THE RIGHT START	Right Start Acquisition Company	Registered	2166244	6/16/98
THE RIGHT START	Right Start Acquisition Company	Registered	1917940	9/12/95
	Right Start Acquisition	Registered	1918619	9/12/95

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
THE RIGHT START	Company			
THE RIGHT START BABIES TO KIDS	Right Start Acquisition Company	Registered	2523839	1/1/02
THE RIGHT START (Stylized)	Right Start Acquisition Company	Registered	2521593	12/25/01

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Serial Number</u>	<u>Filing Date</u>
RIGHT START	Right Start Acquisition Company	Pending	75859574	11/29/99
SILVER RATTLE CLUB	Right Start Acquisition Company	Pending	76228026	3/21/01

TRADEMARK LICENSES

None.

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, RIGHT START ACQUISITION COMPANY, a Delaware corporation having its principal place of business and chief executive offices at 10323 Santa Monica Boulevard, #101, Los Angeles, CA 90025 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____ having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of _____, _____.

RIGHT START ACQUISITION
COMPANY

By: _____
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the ____ day of _____, _____.

By: _____
Title:

STATE OF _____)
) ss.
COUNTY OF _____)

On this the ____ day of _____, _____, before me appeared _____, the person who signed this instrument, who acknowledged that (s)he is the _____ of RIGHT START ACQUISITION COMPANY and that being duly authorized (s)he signed such instrument as a free act on behalf of RIGHT START ACQUISITION COMPANY.

Notary Public
My commission expires:

ANNEX

Trademark
or
Service Mark

Registrations
United States Patent and Trademark Office
Registration No. Registration Date

TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
BABIES TO KIDS	Right Start Acquisition Company	Registered	2337557	4/4/00
R S & Design (Toy Block with Computer Mouse)	Right Start Acquisition Company	Registered	2627252	10/1/02
RIGHTSTART.COM	Right Start Acquisition Company	Registered	2691944	3/4/03
RIGHTSTART.COM	Right Start Acquisition Company	Registered	2694449	3/11/03
SPLASH DIAPER	Right Start Acquisition Company	Registered	2286506	10/12/99
THE RIGHT START	Right Start Acquisition Company	Registered	2157378	5/12/98
THE RIGHT START	Right Start Acquisition Company	Registered	2368955	7/18/00
THE RIGHT START	Right Start Acquisition Company	Registered	2173433	7/14/98
THE RIGHT START	Right Start Acquisition Company	Registered	2166244	6/16/98
THE RIGHT START	Right Start Acquisition Company	Registered	1917940	9/12/95
THE RIGHT START	Right Start Acquisition Company	Registered	1918619	9/12/95
THE RIGHT START	Right Start	Registered	2523839	1/1/02

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
BABIES TO KIDS	Acquisition Company			
THE RIGHT START (Stylized)	Right Start Acquisition Company	Registered	2521593	12/25/01

Trademark
or
Service Mark

Applications
United States Patent and Trademark Office
Serial No. Filing Date

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Serial Number</u>	<u>Filing Date</u>
RIGHT START	Right Start Acquisition Company	Pending	75859574	11/29/99
SILVER RATTLE CLUB	Right Start Acquisition Company	Pending	76228026	3/21/01

EXHIBIT 2

ASSIGNMENT OF PATENTS

WHEREAS, RIGHT START ACQUISITION COMPANY, a Delaware corporation having its principal place of business and chief executive offices at 10323 Santa Monica Boulevard, #101, Los Angeles, CA 90025 (the "Assignor"), owns the patents, patent applications and related patent property (the "Patents") identified on the Annex hereto; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____ having a place of business at _____ (the "Assignee"), is desirous of acquiring the Patents;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Patents and to any and all continuations, continuations in-part, divisions, patents of addition, renewals, extensions, foreign counterparts, utility models, reexaminations and reissues of any of said Patents for the full term thereof, this assignment including the Assignor's entire right to bring suit and recover damages for past infringement of any of said Patents and to assert any claim, action or cause of action that may have arisen prior to the date of this assignment or thereafter under any of said Patents.

This Assignment of Patents is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Patents below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of _____, _____.

RIGHT START ACQUISITION
COMPANY

By: _____
Title:

The foregoing assignment of the Patents by the Assignor to the Assignee is hereby accepted as of the ____ day of _____, _____.

By: _____
Title:

STATE OF _____)
) ss.
COUNTY OF _____)

On this the ____ day of _____, _____, before me appeared _____, the person who signed this instrument, who acknowledged that (s)he is the _____ of RIGHT START ACQUISITION COMPANY and that being duly authorized (s)he signed such instrument as a free act on behalf of RIGHT START ACQUISITION COMPANY.

Notary Public
My commission expires:

ANNEX

Patent

Registrations
United States Patent and Trademark Office
Patent No.

Patent

Applications
United States Patent and Trademark Office
Patent Application No.