

11-02-2005



RECC
TF

103112109

10-31-05

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Lehman Commercial Paper, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 10/20/05

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

Reel 2358 Frame 0353

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Britax Child Safety, Inc.

Internal

Address: _____

Street Address: 13501 South Ridge Drive

City: Charlotte

State: North Carolina

Country: United States Zip: 28273

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
76-233830; 75-871365; 75-545141

B. Trademark Registration No.(s)
2373741; 2322214; 2322179

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Tracey D. Bennett

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 1055 Washington Blvd.

City: Stamford

State: Connecticut Zip: 06901

Phone Number: 203-961-7535

Fax Number: 203-674-7735

Email Address: traceybennett@paulhasting.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Tracey D. Bennett
Signature

10/24/05
Date

Tracey D. Bennett

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/02/2005 ECOOPER 0000005 76233830

01 FC:8521

02 FC:8522

40.00 OP

125.00 OP

TRADEMARK

REEL: 003244 FRAME: 0265

RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, PATENTS AND COPYRIGHTS dated as of 20 October 2005, by Lehman Commercial Paper, Inc. ("Security Agent") as agent for the lenders, grants a release of security interest in trademarks, patents and copyrights to Britax Child Safety, Inc. and Britax Excelsior Limited (each a "Pledgor" and collectively, the "Pledgors") as follows:

WHEREAS, the Pledgors and the Security Agent are, among others, parties to a certain Security Agreement dated as of August 20, 2001 and February 8, 2002 (as amended, restated, or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Pledgors and the Security Agent entered into grants of trademark security interests as specified in Schedule A hereto (each a "Grant of Trademark Security Interest") by which the Pledgors granted to the Security Agent a continuing security interest in, and continuing lien upon, all right, title and interest of the Pledgors in and to the Trademark Collateral (as such term is defined in each such Grant of Trademark Security Interest) including the trademarks and service marks listed on Schedule A hereto, which Grant of Trademark Security Interest was recorded on August 24, 2001 at Reel/Frame 2358/0353 with respect to Britax Child Safety Inc., and on February 13, 2002 at Reel/Frame 2455/0949 with respect to Britax Excelsior Limited, in the Trademark Division of the United States Patent and Trademark Office; and

WHEREAS, pursuant to the Security Agreement, the Pledgors and the Security Agent entered into grants of patent security interests as specified on Schedule B hereto (each a "Grant of Patent Security Interest") by which the Pledgors granted to the Security Agent a continuing security interest in, and continuing lien upon, all right, title and interest of the Pledgors in and to the Patent Collateral (as such term is defined in each such Grant of Patent Security Interest) including the patents listed on Schedule B hereto, which Grant of Patent Security Interest was recorded on August 24, 2001 at the Reel/Frame 012103/0536 in the Patent Division of the United States Patent and Trademark Office; and

WHEREAS, pursuant to the Security Agreement, the Pledgors have fulfilled their obligations and commitments and the Security Agent has agreed to release its continuing security interest in, and continuing lien upon, and assign to the Pledgors any and all interest it may have in the Trademark Collateral and Patent Collateral (collectively, the "Collateral") of the Pledgors.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

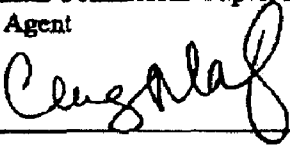
1. The Security Agent hereby releases its continuing security interest in, and continuing lien upon, and assigns its entire right, title and interest in, if any, all Trademark Collateral and Patent Collateral.
2. This RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS has been executed and delivered by the Security Agent for the purpose of releasing, removing, or otherwise eliminating each Grant of Trademark Security Interest and each Grant of Patent Security Interest executed in favor of the Security Agent in the Trademark Collateral and Patent Collateral, respectively, that has been filed with the United States Patent and Trademark Office and, to the extent required, any other such offices in other countries of the world. The Pledgors' obligations under the Grant of Trademark Security Interest and Grant of Patent Security Interest to which it is a party are thus terminated as of the date first set forth above.

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3. **The Security Agent has a continuing obligation to sign all agreements and documents necessary to carry out this Agreement and the obligations herein.**
4. **This Agreement shall be binding upon the Pledgors' legal representative, successors and assigns.**
5. **Subject to estimates agreed prior to the date hereof, the Pledgors shall promptly pay to the Security Agent on demand all costs and expenses (including legal fees and any value added tax or other similar tax thereon) reasonably incurred by the Security Agent in connection with the releases given by this Agreement and the preparation, negotiation and execution of this Agreement.**

IN WITNESS WHEREOF, the undersigned have executed this Release of Security Interest in Trademarks and Patents as of the 20th day of October, 2005.

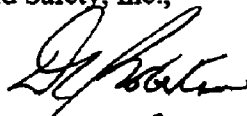
By: Lehman Commercial Paper, Inc., as the Security Agent

By:  _____

Name:

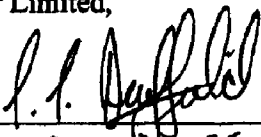
Title: **Craig Malloy**
Authorized Signatory

Britax Child Safety, Inc.,

By: 
Name: D. S. ROBERTSON
Title: DIRECTOR

Britax Excelsior Limited,

By: _____



Name:

S.C. BUFFIELD

Title:

DIRECTOR.

Schedule A

Grants of Trademark Security Interests

Pledgor: Britax Child Safety, Inc.

Pursuant to Grant of Trademark Security Interest dated: August 20, 2001

Trademark:

Handle with Care
Versa-Tether
Roundabout

Trademark
Registration No.:

2,373,741
2,322,214
2,322,179

Trademark:

Safety Is Always In Fashion
Isofit
No Babies Allowed

Trademark
Application No.:

76-233,830
75-871,365
75-545,141

Pledgor: Britax Excelsior Limited

Pursuant to grant of Trademark Security Interest dated: February 8, 2002

Trademark:

Britax

Trademark
Registration No.:

2,340,089

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Exhibit B

Grants of Patent Security Interests

Pledgor: Britax Child Safety, Inc.

Pursuant to Grant of Patent Security Interest dated: August 20, 2001

Patent Name:

Child Safety Seat for use in vehicles

Child Safety Seat with side impact head protection for use in vehicles

Patent No.:

6209957

6206470

Patent Name:

Shoulder Pad + Chest Clip Limiter

Application No.:

60/209662