

06-28-2001



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TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

6-20-01

RECORDATION FORM COVER SHEET

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS:

Please record the attached original documents or copy thereof:

JUN 20 2001

1. Name and address of conveying party(ies):

STATE STREET BANK AND TRUST COMPANY
a Massachusetts Trust Company
225 Franklin Street
Boston, Massachusetts 02110

2. Name and address of receiving party(ies):

CITIZENS BANK OF MASSACHUSETTS
a Massachusetts Bank
28 State Street
Boston, Massachusetts 02109

3. Nature of conveyance: Assignment of Trademark Security Agreement and Collateral Assignment

Execution Date: April 12, 2001

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

A. Registration No. 2,272,060
Mark: MULBERRY CHILD CARE CENTERS, INC. AND DESIGN
Registration Date: August 24, 1999

B. Registration No.: 2,277,813
Mark: MULBERRY CHILD CARE & PRESCHOOL AND DESIGN
Registration Date: September 14, 1999

06/28/2001 LMUELLER 00000001 2272060
01 FC:481 40.00 00
02 FC:482 25.00 00

PortInd2-4315569.1 0028954-00019

Express Mail No. EL729017973US

Date: June 20, 2001
TRADEMARK

REEL: 002321 FRAME: 0086

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

Gary W. Glisson
Stoel Rives LLP
900 S.W. Fifth Avenue, Suite 2600
Portland, Oregon 97204
(503) 224-3380

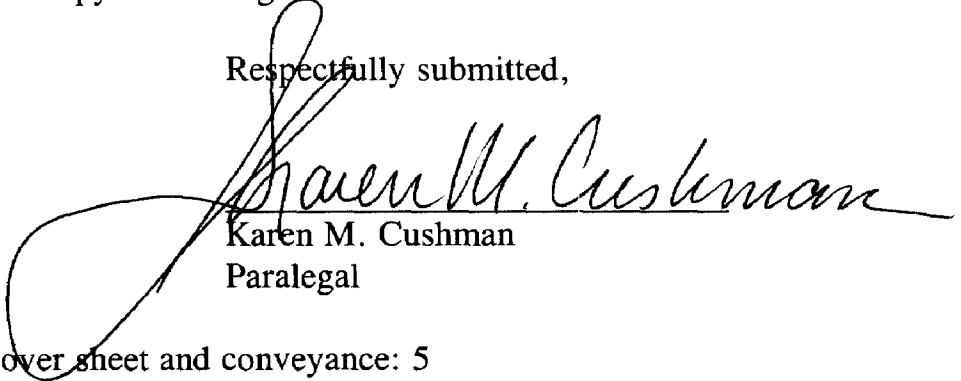
6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$65.00

8. The Commissioner is hereby authorized to charge any additional fees which may be required in connection with the recording of this document or to credit any overpayment to Deposit Account No. 19-4455.

9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Respectfully submitted,



Karen M. Cushman
Paralegal

Total number of pages comprising cover sheet and conveyance: 5

Date: June 19, 2001
STOEL RIVES LLP
900 SW Fifth Avenue, Suite 2600
Portland, Oregon 97204-1268
Telephone: (503) 224-3380
Attorney Docket No. 28954/19

ASSIGNMENT OF
TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT

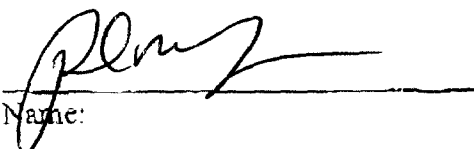
Reference is hereby made to that certain Trademark Security Agreement and Conditional Assignment, dated as of December 17, 1998 (as the same may have been amended, modified, substituted, extended or restated, from time to time, the "Trademark Security Agreement"), from Mulberry Child Care Centers, Inc., a Delaware corporation (the "Borrower") in favor of State Street Bank and Trust Company, a Massachusetts trust company (the "Assignor"), which was filed with the United States Patent and Trademark Office, and pursuant to which, the Borrower granted to the Assignor a security interest in, among other things, certain federally-registered trademarks and trademark applications which are listed and described in Schedule 1 attached hereto and incorporated herein by reference. All capitalized terms not defined herein but defined in the Trademark Security Agreement and Conditional Assignment shall have the meanings given to such terms in the Trademark Security Agreement and Conditional Assignment.

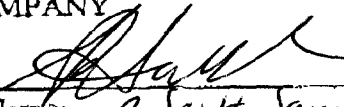
For good and valuable consideration, the receipt and sufficiency for which are hereby acknowledged, the Assignor, being the present holder of the Trademark Security Agreement and Conditional Assignment, hereby assigns, transfers and otherwise conveys to Citizens Bank of Massachusetts, a Massachusetts bank (the "Assignee") and the Assignee accepts from the Assignor, all of the Assignor's rights, title and interests in, to and under the Trademark Security Agreement and Conditional Assignment, ALL WITHOUT RECOURSE AND WITHOUT ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

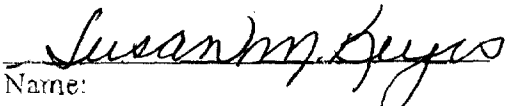
This Assignment is being made to reflect of record the assignment of the Trademark Security Agreement and Conditional Assignment from the Assignor to the Assignee which was made effective as of October 1, 1999.


This Assignment shall be construed in accordance with, and governed by, the laws of The Commonwealth of Massachusetts, without giving effect to the conflict of law provisions thereof.

IN WITNESS WHEREOF, this Assignment has been duly executed by the undersigned as an instrument under seal as of April 12, 2001.

WITNESS

Name:

STATE STREET BANK AND TRUST
COMPANY
By: 
Name: R. Scott Janya
Title: Vice President and Counsel
Its duly authorized officer

WITNESS

Name:

CITIZENS BANK OF MASSACHUSETTS
By: 
Michael G. McAuliffe, Vice President

Express Mail No. EL729017973US

Date: June 20, 2001
TRADEMARK

REEL: 002321 FRAME: 0088

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

April 12, 2001

Then personally appeared the above-named R. Scott Sawyer, as Vice President and Counsel of State Street Bank and Trust Company, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of State Street Bank and Trust Company, before me.

Jennifer M. O'Leary
Notary Public
My commission expires July 16, 2004
[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

April 12, 2001

Then personally appeared the above-named Michael G. McAuliffe, as Vice President of Citizens Bank of Massachusetts, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Citizens Bank of Massachusetts, before me.

Jennifer M. O'Leary
Notary Public
My commission expires July 16, 2004
[AFFIX NOTARIAL SEAL]

Subscribed to and sworn before me
this 12th day of April, 2001.
Crystal Y. Monteiro
Crystal Y. Monteiro, Notary Public
My commission expires Mar. 29, 2007

LIST OF U.S. REGISTERED TRADEMARKS (AND APPLICATIONS THEREFOR)

Schedule 1

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by Mulberry Child Care Centers, Inc., a Delaware corporation:

<u>Item No.</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Date of Filing</u>	<u>Registration No.</u>	<u>Date of Registration</u>
1.	Mulberry Child Care Centers, Inc.	75/504,231	06/18/98	N/A	N/A
2.	Mulberry Child Care & Preschool	75/504,232	06/18/98	N/A	N/A
3.	Mulberry Fit to be Kids	75/210,491	12/09/96	N/A	N/A

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