

06-28-2001



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TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

6-21-01

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS:

Please record the attached original documents or copy thereof:

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

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

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

MULBERRY CHILD CARE CENTERS, INC.
 a Delaware corporation
 118 Allied Drive
 Dedham, Massachusetts 02026

- 3. Nature of conveyance: Termination of Security Agreement

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

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01 FC:481
02 FC:482

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Express Mail No. EL729017987US

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REEL: 002321 FRAME: 0350

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

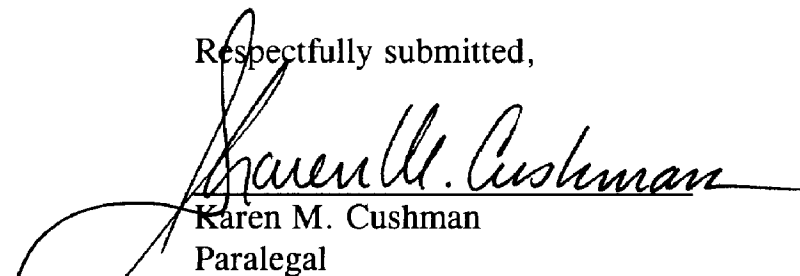
6. Total number of applications and registrations involved: 2

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: 6

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

TERMINATION OF SECURITY AGREEMENT

This TERMINATION OF SECURITY AGREEMENT (this "**Agreement**") is made as of April 12, 2001, by and between CITIZENS BANK OF MASSACHUSETTS, a Massachusetts bank (the "**Lender**") and MULBERRY CHILD CARE CENTERS, INC., a Delaware corporation (the "**Borrower**").

Preliminary Statements:

WHEREAS, pursuant to the provisions of 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 the Borrower in favor of State Street Bank and Trust Company, a Massachusetts trust company ("**State Street**"), the Borrower granted to State Street 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; and

WHEREAS, as a result of a subsequent assignment from State Street to the Lender effective on or about October 1, 1999, the Lender is the current holder of all of State Street's rights, title and interests under the Trademark Security Agreement; and

WHEREAS, in accordance with the terms and conditions set forth herein, the Lender and the Borrower wish to terminate the Trademark Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination and Mutual Release. Each of the Lender and the Borrower acknowledges and agrees that, effective as of the date hereof, the Trademark Security Agreement is hereby terminated and shall have no further force or effect. Each of the Lender and the Borrower, on its own behalf, and on behalf of its current or former officers, directors, shareholders, employees, agents, attorneys, representatives, affiliates, parent companies, predecessors, successors and assigns (collectively, the "**Releasing Party**"), hereby waives, releases, promises never to assert against and forever discharges any claims, disputes, causes of action, costs, expenses, liabilities, obligations and actions in any jurisdiction or venue (including but not limited to courts, governmental agencies or alternative dispute resolution procedures), whether or not now known, against any other party hereto or any of such other party's officers, directors, employees, investors, shareholders, subsidiaries, predecessor and successor business entities, agents, attorneys and assigns (collectively, the "**Released Party**") that the Releasing Party ever had, or now has, or may in the future have against the Released Party arising under or otherwise relating to the Trademark Security Agreement.

2. Miscellaneous.

2.1 This Agreement may be executed in more than one counterpart, each of which taken together shall constitute one and the same instrument. This Agreement shall become effective only upon execution by all parties hereto.

2.2 The provisions of this Agreement shall be binding upon the respective successors and assigns of the parties hereto.

2.3 This Agreement is executed and delivered under seal and 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, the parties hereto have caused this Agreement to be duly executed and delivered under seal by their proper and duly authorized officers as of the date first written above.

WITNESS:

CITIZENS BANK OF MASSACHUSETTS

Susan M. Dwyer
Name:

By: Michael G. McAuliffe
Michael G. McAuliffe, Vice President

WITNESS:

MULBERRY CHILD CARE CENTERS, INC.

Eva M. Krepalan
Name:

By: Eva M. Krepalan
Name: Eva M. Krepalan
Title: Vice President, General Counsel
Its duly authorized officer and Secretary

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.

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

Notary Public
My commission expires:
[AFFIX NOTARIAL SEAL]

~~COMMONWEALTH OF MASSACHUSETTS~~
State of Oregon

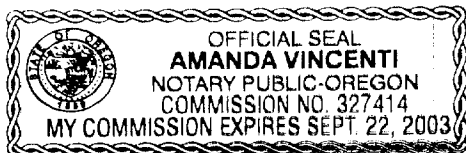
Multnomah County, ss.

June
April 1, 2001

Then personally appeared the above-named Eva M. Kripalani as VP, General Counsel of Mulberry Child Care Centers, Inc., and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of Mulberry Child Care Centers, Inc., before me.

Amanda Vincenti

Notary Public
My commission expires: Sept 22, 2003
[AFFIX NOTARIAL SEAL]



 TERMINATION OF SECURITY AGREEMENT

by and between

 CITIZENS BANK OF MASSACHUSETTS
 (the "**Lender**")

and

 MULBERRY CHILD CARE CENTERS, INC.
 (the "**Borrower**")

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 the Borrower:

<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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