

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citizens Bank of Massachusetts		04/12/2001	Massachusetts Bank:
RECEIVING PARTY DATA			
Name:	Mulberry Child Care Centers, Inc.		
Street Address:	650 N.E. Holladay		
Internal Address:	Suite 1400		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97232		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75210491	MULBERRY FIT TO BE KIDS	
CORRESPONDENCE DATA			
Fax Number:	(215)701-2171		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-665-2771		
Email:	sschwartz@cozen.com		
Correspondent Name:	Scott B. Schwartz		
Address Line 1:	1900 MARKET STREET		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	126706		
NAME OF SUBMITTER:	Scott B. Schwartz		
Signature:	/Scott B Schwartz/		
Date:	01/18/2006		

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Total Attachments: 4

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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. Geyer
Name:

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

WITNESS:

MULBERRY CHILD CARE CENTERS, INC.

Name:

By: _____
Name:
Title:
Its duly authorized officer

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

April 17, 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 17th 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

_____ County, ss.

April __, 2001

Then personally appeared the above-named _____ as
_____ 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.

Notary Public
My commission expires:
[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:

Item No.	Trademark	Serial No.	Date of Filing	Registration No.	Date of Registration
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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