

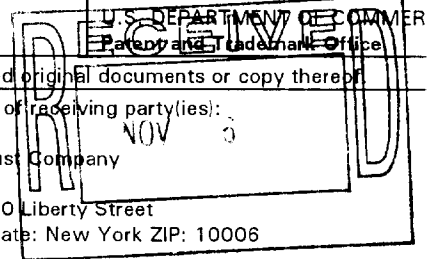
11-12-1998



Form PTO
1-31-92

100877716

REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY



and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
Children's Discovery Centers of America, Inc.
 Individuals Association
 General Partnership - Limited Partnership
 Corporation-Delaware Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Bankers Trust Company
Internal Address:
Street Address: 130 Liberty Street
City: New York State: New York ZIP: 10006

3. Nature of conveyance:
Assignment Merger
 Security Agreement Change of Name
Release

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation Banking
 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)
Additional name(s) & address(es) attached? Yes No

Execution Date: August 31, 1998

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Additional numbers attached? Yes No

Trademark Registration No.(s)\
1,659,140
1,643,947
1,643,440

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Meredith Schorr
Internal Address: 1155 Avenue of the Americas, Room 2732
Street Address:
City: New York State: NY ZIP: 10036
Client/matter 1104031-0065 -May Yip

6. Total number of applications and registration involved 3

7. Total fee (37 CFR 3.41): \$ 90.00
 Enclosed
Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
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.

Meredith Schorr
Name of Person Signing Signature Date
Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

11/12/1998 SBURMS 00000042 1659140

01 FC:481 40.00 DP
02 FC:482 50.00 DP

**GRANT OF SECURITY INTEREST
IN UNITED STATES SERVICEMARKS, TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Children's Discovery Centers of America, Inc., a Delaware ("the Grantor") with principal offices at 851 Irwin Street, Suite 200, San Rafael, CA 94901, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations, trademark applications, service marks, servicemark registrations and servicemark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS AGREEMENT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among Grantor, the other assignors from time to time party thereto and the Grantee, dated as of August 20, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Agreement.

This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 31st day of August, 1998.

CHILDREN'S DISCOVERY CENTERS OF AMERICA, INC., as Grantor

By: *Randall S. Truelove*
Name: Randall S. Truelove
Title: Vice President

BANKERS TRUST COMPANY, as Collateral Agent and Grantee

By: _____
Name:
Title:

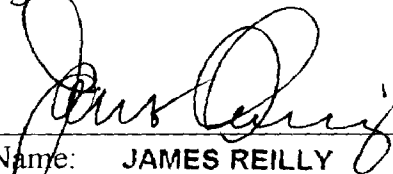
This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 15 day of August, 1998.

CHILDREN'S DISCOVERY CENTERS OF AMERICA, INC., as Grantor

By: _____
Name:
Title:

BANKERS TRUST COMPANY, as Collateral Agent and Grantee

By:  _____
Name: JAMES REILLY
Title: VICE PRESIDENT

STATE OF California)
) Ss.:

COUNTY OF Marin)

On this 31st day of August, 1998, before me personally came Randall J. Truelove who, being by me duly sworn, did state as follows: that he is Vice President of Children's Discovery Centers of America, Inc., that he is authorized to execute the foregoing Agreement on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.




Notary Public



STATE OF NEW YORK)
) Ss.:

COUNTY OF NEW YORK)

On this 25 day of August, 1998, before me personally came JAMES KELLY who, being by me duly sworn, did state as follows: that {s}he is VICE PRESIDENT of Bankers Trust Company, that {s}he is authorized to execute the foregoing Agreement on behalf of said corporation and that {s}he did so by authority of the Board of Directors of said corporation.



Notary Public

JOJEAN TRAVIS
Notary Public, State of New York
No. 01TR5013241
Qualified in New York County
Commission Expires July 15, 1999

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
SM Children's Discovery Centers	1,659,140	10-01-91
SM Piaget Discovery Preschool	1,643,947	05-07-91
SM Prodigy Child Development Center	1,643,440	02-05-91