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09-03-1999

FORM PTO-1594

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DEPARTMENT OF COMMERCE
and Trademark Office

101135690

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Tha Bank Of New York

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation -
- Other _____

Additional name(s) of conveying party(ies) attached?
 Yes No

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

Name: Lamaze Publishing Company, Inc.

Internal Address: _____

Street Address: 372 Danbury Road

City: Wilton State: Connecticut

ZIP: 06897

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation - State of Connecticut

Other _____

If assignee is not domiciled in the United States, a domestic representative is attached Yes No

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other- Release of Security Agreement recorded at Reel 1708, Frame 0474 _____

Execution Date: August 20, 1999

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

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,733,963 1,726,786

Additional numbers attached? Yes No

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

Name: James J. Murtha

Internal Address: Orrick, Herrington & Sutcliffe LLP

Street Address: 666 Fifth Avenue

City: New York State: New York ZIP: 10103

6. Total number of applications and registrations involved: [2]

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

Enclosed

Authorized to be charged to deposit account for any deficiency in fees

8. Deposit account number: 15-0665

(Attach duplicate copy of this page if paying by deposit account)

09/02/1999 DNGUYEN 00000188 150665 1733963

DO NOT USE THIS SPACE

01 FC:481 40.00 CH

02 FC:482 25.00 CH

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.

James J. Murtha
Name of Person Signing

Signature

August 23, 1999
Date

Total number of pages including cover sheet, attachments, and document: [4]

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

RELEASE OF TRADEMARK ASSIGNMENT

WHEREAS, The Bank of New York (the "Lender") has extended a term loan and made advances under a line of credit to Lamaze Publishing Company, Inc., a Connecticut corporation (the "Borrower");

WHEREAS, to secure the obligations and liabilities of the Borrower to the Lender with respect to such term loan and advances, the Borrower entered into an Amended and Restated Security Agreement, dated as of March 9, 1998 with the Lender (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower executed and delivered the Grant of Security Agreement (Trademark), dated as of March 9, 1998 (the "Security Agreement (Trademark)");

WHEREAS, an executed copy of the Security Agreement (Trademark) was recorded in the United States Patent and Trademark Office on Reel 1708, Frame 0474 on March 27, 1998; and

WHEREAS, the Borrower has repaid its obligations and liabilities with respect to the term loan and advances and has requested that the Lender release and reassign its interest in the trademarks listed on Attachment 1 annexed hereto together with the good will of the business symbolized by the trademarks and the applications and registrations therefor and the proceeds thereof (collectively the "Collateral").

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

1. Releases its security interest in and reassigns to the Borrower any and all of the right, title and interest of the Lender in and to the trademarks which are described more fully in Attachment 1 and the other Collateral, without recourse or representation or warranty, express or implied; and

2. Authorizes and requests the United States Patent and Trademark Office to note and record the existence of the release hereby given.

IN WITNESS WHEREOF, the Lender has caused this Release to be signed by its duly authorized officer as of August 20, 1999.

THE BANK OF NEW YORK

By: Thomas M. Rau, V.P.
Name: Thomas M. Rau
Title: Vice President

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STATE OF ~~NEW YORK~~)
Fanfela)ss.:
COUNTY OF ~~NEW YORK~~)

On this 20th day of August, 1999, before me personally came THOMAS M. LAW
to me known, who being by me duly sworn, did depose and say, that she is a VICE - PRES
of The Bank of New York, the corporation described in and which executed the foregoing
instrument; and that she signed her name thereto by order of the Board of Directors of said
corporation.

Bernadette Whelan
NOTARY PUBLIC

BERNADETTE WHELAN
Notary Public, State of Connecticut
Commission Expires February 28, 2001

Schedule 1

To

Release of Trademark Assignment

Dated as of August 20, 1999

Trademarks:

1. "NEWBORN CHANNEL" Registration No. 1,733,963, Registration Date November 17, 1992.
2. "NEWBORN CHANNEL" Registration No. 1,726,786, Registration Date October 20, 1992.