

11-05-1998



Tab 500000000

100810442

To the Honorable Commissioner of Patent:

See attached original documents or copy thereof.

1. Name of conveying party(ies): M RD
Treat Entertainment, Inc. 11-4-98
 4003 Helton Drive
 Florence, AL 35631

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Alabama
 Other

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

2. Name and address of receiving party(ies):
 Name: SunTrust Bank, Atlanta
 Internal Address: 24th Floor
 Street Address: 25 Park Place
 City Atlanta State GA ZIP 30303

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Georgia
 Other

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

Execution Date: August 15, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignments)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark registration No.(s)

Additional numbers attached? Yes No

Please see attached Schedule I
 B. Trademark registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Pamela Allen
 Internal Address: King & Spalding
 Street Address: 191 Peachtree Street
 City: Atlanta State: GA ZIP 30303

6. Total number of applications and registrations involved: 201

7. Total fee (37 CFR 3.41): \$ 5,040.00
 Enclosed \$120.00 expedited fee
 Authorized to be charged to deposit account (for additional charges)

8. Deposit account number: 110980
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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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.
Pamela A. Allen [Signature] 11/2/98
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 16

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

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

SSMITH 00000097 2157615

Commissioner of Patents and Trademarks
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TRADEMARK

11/05/1998
01 FC:484
02 FC:481
03 FC:482

Trademark Security Agreement

Schedule I

TRADEMARK	APPLICATION/ REGISTRATION NO.	SERIAL/ REGISTRATION DATE
1st & 10	2,157,615	5/12/98
3 PT. SHOOTERS	1,697,620	6/30/92
6-SESS	75/504200	6/17/98
50 YARD LINE SEAT	1,708,165	8/18/92
7TH INNING STRETCH	1,792,169	9/7/93
A DAY AT THE PARK	1,897,045	5/30/95
A DAY AT THE PARK	1,920,858	9/19/95
ACTIVI-TEASE	2,045,136	3/11/97
ADRIANA	1,960,419	3/5/96
ADVENTURER	1,949,221	1/16/96
AIR SLAMMIN	2,034,423	1/28/97
AMBASSADOR	1,021,483	9/30/75
ANCO	960,322	6/5/73
BACKPACK BUDDIES	75/395813	11/25/97
BASE HIT	1,708,144	8/18/92
BASE LINE	1,920,851	9/19/95
BASE RUNNER	1,788,870	8/17/93
BASEBALL TODAY	2,040,942	2/25/97
BASEBALL'S GREAT ESTATES	1,751,282	2/9/93
BASES LOADED	1,655,540	9/3/91
BASKETBALL TODAY	2,040,941	2/25/97
BATTER UP	1,836,157	5/10/94
BATTER'S BOX	1,798,644	10/12/93
BERRY BLUE BOOKS	2,067,951	6/3/97

BERRY BLUE BOOKS and Design	2,067,976	6/3/97
BEST OF THE BEST	2,033,252	1/28/97
BIG BEST BOOK	2,169,985	6/30/98
BLUE LINE	2,029,462	1/14/97
BOOKS BY ME!	75/282201	4/28/97
BOX BLASTER	2,046,081	3/18/97
BREAKAWAY	1,877,145	1/31/95
Captain Treat Design	1,816,405	1/11/94
Captain Treat Design	1,806,042	11/23/93
CARD COLLECTORS DIGEST	1,816,247	1/11/94
CARD MATE	1,641,242	4/16/91
CARD STADIUM	1,747,769	1/19/93
CENTERFIELD	1,798,664	10/12/93
CHECKERED FLAG	1,874,642	1/17/95
CLASSIC	1,979,458	6/11/96
CLUBHOUSE	1,836,161	5/10/94
COBRA	74/621704	1/17/95
COLLECTIBLES UNLIMITED	2,044,337	3/11/97
COLLECTOR'S DEPOT	1,999,338	9/10/96
COMIC GOLD	1,783,421	7/20/93
CONCESSION STAND	74/481970	1/21/94
CREATIVE EDGE	75/205277	11/27/96
CRYSTAL MOUNT	1,859,636	10/25/94
DALMATIAN PRESS	2,120,339	12/9/97
DALMATIAN PRESS	75/230951	1/24/97
DALMATION PRESS and Design	2,065,895	5/27/97
Dalmation Press Design	75/119139	6/14/96
DALMATION PRESS PUPPY PACK	2,154,532	5/5/98
DE VILLE	783,128	1/12/65

GRAND SLAM	1,442,098	6/9/87
GRAND SLAM	1,835,765	5/10/94
GREEN FLAG	1,867,619	12/13/94
HEADS & TAILS	2,061,683	5/13/97
HOCKEY TODAY	2,040,940	2/25/97
HOLIDAY HOMERUN	1,767,453	4/27/93
HOME LEARNING TOOLS	75/420335	1/20/98
HOME PLATE	1,742,273	12/22/92
HOME RUN	1,750,093	2/2/93
HOUSE OF CARDS	2,022,562	12/10/96
HOW TO COLLECT STAMPS	1,937,628	11/21/95
ICING	1,775,867	6/8/93
I'M YOURS	75/248397	2/26/97
IN THE DRAFT	2,059,560	5/6/97
IN THE PAINT	1,935,733	11/14/95
IN THE PAINT	1,889,860	4/18/95
INSIDE THE PARK	1,782,111	7/13/93
INSTANT REPLAY	1,975,631	5/28/96
INTERCEPTION	1,796,978	10/5/93
INTERNATIONAL KAP ALLIANCE	1,965,564	4/2/96
JUMP BALL	1,789,881	8/24/93
JUMP SHOT	1,890,504	4/18/95
KEY EVENTS	2,059,575	5/6/97
KIDSTOWN	75/141038	7/25/96
LAST DANCE	75/500541	6/11/98
LAST STAND	75/504202	6/17/98
LICENSED TO JAM	1,933,363	11/7/95
LIVE THE DREAM	1,972,432	5/7/96
LIVE THE DREAM	1,933,391	11/7/95

LOCKER ROOM	2,146,563	3/24/98
MAJOR PROSPECTS	2,049,378	4/1/97
MASTER	1,947,067	1/9/96
MASTERWORK and Design	1,002,777	1/28/75
OUT OF THE PARK	1,739,028	12/8/92
PATRIOT	1,949,220	1/16/96
PENNANT CHASE	1,917,260	9/5/95
PENNANT POWER	1,679,372	3/17/92
PENNANT WINNERS	2,049,366	4/1/97
PHILATELY TODAY	1,953,353	1/30/96
PICK UP CLUB	75/156330	8/27/96
PIGSKIN	1,737,618	12/1/92
PINCH HITTER	1,836,155	5/10/94
PLAY BY PLAY	1,980,961	6/18/96
PLAYING FIELD	1,708,143	8/18/92
POCKET MATE	1,718,061	9/22/92
POLY PULLS	1,802,063	11/2/93
POWER PACK	1,723,705	10/13/92
PREGAME WARM-UP	1,967,090	4/9/96
PUPPY PACK	2,168,401	6/23/98
RAISE THE ROOF	75/248390	2/26/97
RARITIES	1,793,102	9/14/93
REBOUND	1,917,256	9/5/95
ROOKIE CUBE	1,835,038	5/3/94
ROOKIE PROTECTOR	1,798,702	10/12/93
RUNS BATTED IN	1,800,697	10/26/93
SANDLOT	2,127,513	1/6/98
SENIOR STATESMAN	998,977	11/26/74
SLAPSHOT	1,786,134	8/3/93
SPOT THE DIFFERENCE	2,102,176	9/30/97

SPOTTED BORDER DESIGN	75/369564	10/2/97
SQUEEZE PLAY	1,796,968	10/5/93
STAR FRAME	1,887,175	4/4/95
STAR PROTECTOR	1,802,122	11/2/93
STRIKE OUT	1,917,255	9/5/95
STRIKE ZONE	1,706,722	8/11/92
SUDDEN IMPACT	1,873,782	1/17/95
SUPER PLAYS	2,061,962	5/13/97
SWEET SPOT	1,883,573	3/14/95
SWEET SPOT	1,931,904	10/31/95
TREAT FLORENCE ALABAMA and Design	1,806,042	11/23/93
TATTUTORS	75/438417	2/23/98
TEAR AND SHARE	2,045,129	3/11/97
THE BULLET	1,828,227	3/29/94
THE BULL PEN	1,727,543	10/27/92
THE FORMULA FOR PARENTING	2,169,384	6/30/98
THE GRAND STANDS	1,751,283	2/9/93
THE HUDDLE	1,708,164	8/18/92
THE INVESTOR'S CHOICES	1,862,463	11/15/94
THE KICK OFF	1,795,815	9/28/93
THE MAIN EVENT	2,057,683	4/29/97
THE QUAD SQUAD	74/425789	8/16/93
THE SEASON THAT NEVER ENDED	2,010,827	10/22/96
THE SOLID HIT	1,780,241	7/6/93
THE ULTIMATE FUN BOOK	2,171,825	7/7/98
THE UMPIRE	1,878,233	2/7/95
THE WINNING PLAY	1,739,029	12/8/92
THIS MONTH IN BASEBALL	2,072,058	6/17/97

THIS MONTH IN BASKETBALL	2,072,057	6/17/97
THIS MONTH IN FOOTBALL	2,072,059	6/17/97
TOUCH THE STARS	2,044,201	3/11/97
TOUCHDOWN	1,829,391	4/5/94
TOWER OF POWER	1,740,582	12/15/92
TREAT	2,010,568	10/22/96
TREAT	74/626676	1/27/95
TREAT	74/661008	4/12/95
TREAT	74/716032	8/11/95
TREAT	75/010779	10/26/95
TREAT (Baseball Design)	1,806,024	11/23/93
TREAT (Basketball Design)	1,800,682	10/26/93
TREAT (Combined Design)	1,799,290	10/19/93
TREAT (Football Design)	1,800,684	10/26/93
TREAT (Hockey Design)	1,800,721	10/26/93
TREAT (Shooting Star Design)	2,178,769	8/4/98
TREAT (Shooting Star Design)	1,979,337	6/11/96
TREAT CARD CANE	1,909,303	8/1/95
TREAT COLLECTORS DIGEST	1,864,676	11/29/94
TREAT GOLD	1,800,685	10/26/93
TREAT GOLD	1,917,254	9/5/95
TREAT PEDIGREE COLLECTION	2,018,025	11/19/96
TREAT PROAUTOGRAPHS	2,077,778	7/8/97
TREAT PROAUTOGRAPHS and Design	2,084,202	7/29/97
TREAT PRO SIGNATURES	2,055,640	4/22/97
TRIPLE DOUBLE	2,109,354	10/28/97
TRIPLE PLAY	1,718,110	9/22/92
TRIPLE PLAY	1,783,505	7/20/93
WHAT'S UP IN BASEBALL	2,010,418	10/22/96

WIND UP	1,759,163	3/16/93
WINNER'S CIRCLE	1,901,210	6/20/95
WINNING PITCH	1,756,128	3/2/93
YARD O'CARDS	2,058,255	4/29/97

COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT
(TRADEMARKS)

THIS COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (TRADEMARKS) ("Collateral Assignment") is entered into as of August 15, 1998, by and between TREAT ENTERTAINMENT, INC., an Alabama corporation having an address at 4003 Helton Drive, Florence, Alabama 35631, ("Grantor"), and SUNTRUST BANK, ATLANTA, a Georgia banking corporation having an address at 25 Park Place, 24th Floor, Atlanta, Georgia 30303, in its capacity as Agent (the "Agent") for itself and the Lenders party from time to time to that certain Credit Agreement, dated as of August 15, 1998, by and among the Grantor, the Agent and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement).

RECITALS

A. Pursuant to the Credit Agreement, the Lenders have agreed, among other things, to establish the Revolving Credit Commitments and to make the Term Loan in favor of Grantor;

B. It is a condition precedent to the extension of the Loans under the Credit Agreement and under the Security Agreement that the Borrower have executed and delivered this Collateral Assignment in favor of the Agent for its benefit and the benefit of the other Secured Parties (as defined below).

C. This Collateral Assignment is executed in furtherance of, and is subject to all of the terms and conditions of, the Security Agreement ("Security Agreement"), dated as of August 15, 1998, made by Grantor in favor of the Agent, for its benefit and the benefit of the other Secured Parties.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree as follows:

1. **DEFINITIONS.** The terms "General Intangibles", "Proceeds", "Trademark" and "Trademark License" shall have the meanings set forth in the Security Agreement. All other capitalized terms used herein without definition shall have the meanings assigned to such terms in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST.** As further security for all Obligations, Grantor hereby grants, assigns and conveys to the Agent, for the benefit of the Agent, the Lenders, all other holders of any of the Obligations and all successors and assigns of the foregoing (collectively, the "Secured Parties"), all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right (collectively, the "Collateral"):

(a) all Trademarks, including, without limitation, the Trademarks referred to in Schedule I hereto, all renewals thereof and the goodwill of Grantor's business and all other General Intangibles connected with the use of and symbolized by, any of the foregoing;

(b) all Trademark Licenses, including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto and the rights of Grantor to collect royalties now or hereafter arising under any licenses of Trademarks now or hereafter granted by Grantor to any Person, including, without limitation, all royalties arising under the licenses described in Schedule I;

(c) to the extent not otherwise included, all Proceeds of any of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Trademark or breach of any Trademark License, including, without limitation, any Trademark or Trademark License referred to in Schedule I.

3. INCORPORATION OF SECURITY AGREEMENT. Grantor hereby further acknowledges and affirms that the representations, warranties and covenants of Grantor with respect to the Collateral and the rights and remedies of the Agent with respect to the collateral assignment of the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GRANT OF LICENSE. The Agent hereby grants to Grantor the exclusive, non-transferable, royalty-free right, and license or sublicense (in the case of Trademark Licenses under which Grantor is licensee, if any), to use and enjoy the Trademarks and Trademark Licenses, if any, for Grantor's own benefit and account and for none other; provided that Grantor shall maintain standards of quality that conform to those high-quality standards presently used and established by Grantor, standards with which Grantor is presently familiar or standards established and used by Grantor with the approval of the Agent from time to time in the future in connection with the products and/or services presently offered for sale by Grantor or hereafter offered for sale by Grantor. Grantor agrees not to sell or assign its interest in, or grant any sublicenses under, the license granted to Grantor in this Section 4 without the prior written consent of the Agent. Upon the occurrence of an Event of Default, the Agent may terminate the license granted under this Section 4 and exercise all of the rights and remedies granted to it under the Security Agreement.

5. TERMINATION. This Collateral Assignment shall terminate and the Liens granted hereunder shall remain in full force and effect until the later of (x) the payment and performance in full of all Obligations and the payment of all other amounts payable under the Loan Documents and (y) the expiration or termination of all Revolving Credit Commitments. Further, this Collateral Assignment and the Liens granted hereunder shall remain in full force and effect and continue to be effective should any petition be filed by or against the Grantor or any Credit Party for liquidation or reorganization, should the Grantor or any Credit Party become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor or any Credit Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations and the cash collateral for any such contingent obligations and liabilities, or any part thereof, is, pursuant to applicable law,

rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference", "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment or performance or any such cash collateral, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned. Upon termination of this Collateral Assignment, the Agent shall, at the expense of Grantor, execute and deliver to Grantor all deeds, assignments and other instruments as Grantor may reasonably request to revert in Grantor full title to the Collateral, subject to any disposition thereof which may have been made by the Agent pursuant hereto or pursuant to the Security Agreement.

6. FURTHER ASSURANCES. If at any time before the termination of this Collateral Assignment pursuant to Section 5 hereof, Grantor shall obtain or acquire rights to any new trademark or trademark application or registration, whether under a license or otherwise, the provisions of Section 2 shall automatically apply thereto and Grantor shall give the Agent prompt written notice thereof. Grantor authorizes the Agent, as attorney-in-fact for Grantor, to execute and deliver a new collateral assignment in substantially the form of this Collateral Assignment, or to execute and deliver an amendment to Schedule I of this Collateral Assignment, to include any future trademarks, trademark applications and registrations and trademark licenses covered by Section 2 of this Collateral Assignment or by this Section 6.


7. NONASSIGNABILITY. Grantor does hereby further agree that, without the prior written consent of the Agent, it will not obtain or acquire rights in or a license to any new trademark or trademark application that is not assignable to the Agent.

8. MISCELLANEOUS. Grantor does hereby further acknowledge and affirm that the sections of the Security Agreement entitled "Successors and Assigns," "Notices," "Cumulative Remedies," "Governing Law," "Severability," "Amendments and Waivers," "Jurisdiction and Service of Process," "Consent to Venue," and "Waiver of Jury Trial" are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officers on the date first set forth above.

TREAT ENTERTAINMENT, INC.,
an Alabama corporation

Address:
PO Box 782
4003 Helton Drive
Florence, Alabama 35631

By: 
Name: HAROLD M. ANDERSON
Title: PRESIDENT

[SIGNATURE PAGE TOTRADEMARK SECURITY AGREEMENT (COMPANY)]

STATE OF ALABAMA

COUNTY OF LAUDERDALE

On this 15th day of August, 1998, before me appeared Harold M. Anderson the person who signed the within and foregoing Trademark Security Agreement in his or her capacity as President of Treat Entertainment, Inc., who acknowledged that he or she signed same as a free act for and on behalf of the identified corporation with authority to do so.



Notary Public

Commission Expiration Date: 10/3/2001

[NOTARIAL SEAL]

[TRADEMARK SECURITY AGREEMENT (COMPANY)]

AGENT:

SUNTRUST BANK, ATLANTA, as Agent

By: *David J. Edge*
Name: David J. Edge
Title: Vice President

By: *Jennifer P. Harrelson*
Name: Jennifer P. Harrelson
Title: Senior Vice President

STATE OF Georgia

COUNTY OF Fulton

On this 17th day of August, 1998, before me appeared David Edge, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in his capacity as Vice President of SunTrust Bank, Atlanta, a Georgia banking corporation, who acknowledged that he signed same as a free act for and on behalf of the Lender with authority to do so.

Carcelio R. Turpin
Notary Public

Commission Expiration Date: Notary Public, Henry County, Georgia
My Commission Expires March 19, 2002

[NOTARIAL SEAL]

[TRADEMARK SECURITY AGREEMENT (COMPANY)]