

11-02-1998



100865276

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

10-28-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Change of Name
- Other

Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/30/1998 DNGUYEN 00000170 2070704

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
175.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK

REEL: 1806 FRAME: 0375

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

<input type="text" value="2070704"/>	<input type="text" value="1983101"/>	<input type="text" value="2014261"/>
<input type="text" value="2100063"/>	<input type="text" value="2048329"/>	<input type="text" value="2105982"/>
<input type="text" value="2031128"/>	<input type="text" value="2070705"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Ann Marie Bruski

Name of Person Signing



Signature

10/27/98

Date Signed

FOURTH REAFFIRMATION AND AMENDMENT OF  
TRADEMARK SECURITY ASSIGNMENT

This FOURTH REAFFIRMATION AND AMENDMENT OF TRADEMARK SECURITY ASSIGNMENT dated as of August 6<sup>th</sup>, 1998, (this "Reaffirmation") to the Trademark Security Assignment, dated May 21, 1993, as reaffirmed and amended by that certain Reaffirmation and Amendment of Trademark Security Assignment dated October 31, 1994, the Second Reaffirmation and Amendment of Trademark Security Assignment dated February 28, 1995, and the Third Reaffirmation and Amendment of Trademark Security Assignment dated August 23, 1995, (as amended, modified and/or extended, the "Assignment") is made by CONNECTOR SET LIMITED PARTNERSHIP, a Delaware limited partnership (the "Borrower") in favor of FIRST UNION NATIONAL BANK, successor by merger to Meridian Bank, (the "Bank").

BACKGROUND

A. The Bank and the Borrower are parties to an Amended and Restated Loan Agreement, dated as of August 23, 1995, as amended by a First Amendment to Loan Agreement, dated as of June 24, 1997, and by a Letter Agreement dated April 16, 1998, (as amended, modified and/or extended, the "Existing Loan Agreement"), pursuant to which the Bank has made available to the Borrower certain credit facilities upon the terms and conditions specified in the Existing Loan Agreement.

B. Concurrently with the execution of this Reaffirmation, the Borrower and the Bank are executing a Second Amended and Restated Loan Agreement (the "Loan Agreement") pursuant to which, among other things, the obligations of the Borrower under the Existing Loan Agreement have been amended and restated, and the Bank has agreed to make certain credit facilities available to the Borrower.

C. The Bank is willing to grant the extensions of credit contemplated by the Loan Agreement only on the condition that the Borrower executes and delivers to the Bank this Reaffirmation.

D. Capitalized terms used, but not defined herein shall have the meaning given such terms in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Amendments.

(a) All references in the Assignment to the "Loan Agreement" shall be deemed to refer to the Loan Agreement as such term is defined in the recitals hereof.

(b) Schedule A attached to and made a part of the Assignment is hereby amended as set forth on Schedule A attached hereto.

2. Continuation of Assignment.

(a) The Borrower hereby confirms and acknowledges that the assignment made pursuant to the Section 1 of the Assignment, as amended and reaffirmed by this Reaffirmation, secures the Obligations of the Borrower under the Loan Agreement and the documents referred to therein as "Loan Documents," and under the Reimbursement Agreement and the documents referred to therein as "Operative Documents," as the Loan Agreement or the Reimbursement Agreement may be further amended from time to time, in addition to any and all other obligations of the Borrower to the Bank which are secured thereby.

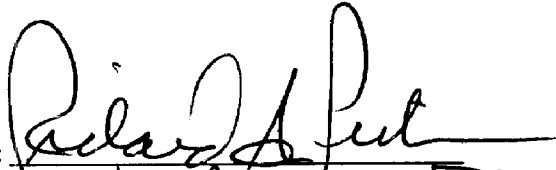
(b) Except as expressly amended hereby, all of the terms and provisions of the Assignment shall remain in full force and effect and are hereby ratified and confirmed. The Borrower hereby confirms that all representations and warranties set forth in the Assignment are true and correct as of the date hereof, and there are no defaults thereunder.


3. Incorporation. All references to the Assignment in the Loan Agreement or the Reimbursement Agreement and any of the other documents executed in connection therewith shall be deemed to refer to the Assignment as reaffirmed and amended through the date hereof and as it may be amended in the future. All references to the Loan Agreement in the Assignment shall mean the Loan Agreement (as defined in the recitals hereof). All references to Loan Documents in the Assignment, as amended by this Reaffirmation, shall have the meaning set forth in the Loan Agreement. All references to Operative Documents in the Assignment, as amended by this Reaffirmation, shall have the meaning set forth in the Reimbursement Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Reaffirmation as of the date first written above.

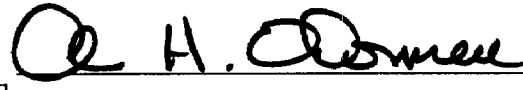
Attest:

CONNECTOR SET LIMITED PARTNERSHIP,  
By its General Partner,  
K'NEX INDUSTRIES, INC.

By:   
Title: VICE PRESIDENT - FINANCE

By:   
Title: Vice Chairman

FIRST UNION NATIONAL BANK

By:   
Title: VICE PRESIDENT

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF Montgomery :

On the 14th day of August, 1998, before me a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_

ROBERT GLICKMAN  
known to me (or satisfactorily proven) to be the VICE-CHAIRMAN of K'NEX INDUSTRIES, INC., a Delaware corporation, and General Partner of Connector Set Limited Partnership, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Mariene A. Licata  
Notary Public

NOTARIAL SEAL  
Mariene A. Licata, Notary Public  
Borough of Lansdale, Montgomery County  
My commission expires September 24, 2001

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Montgomery : SS.

On the 6<sup>th</sup> day of August, 1998, before me a Notary Public, the undersigned officer, personally appeared Chas. H. O'Donnell known to me (or satisfactorily proven) to be the Vice Pres. of First Union National Bank, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Valerie A. White  
Notary Public

NOTARIAL SEAL  
VALERIE A. WHITE, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires June 16, 2002

**U.S. TRADEMARKS GRANTED**

The following trademarks are added to Schedule A and made a part of the Assignment.

<b>TRADEMARK</b>	<b>DATE GRANTED</b>	<b>CERTIFICATE OF REGISTRATION #</b>	<b>FILE NUMBER</b>
Anterra	6/10/97	2,070,704	730-055T
Big Ball Factory	6/25/96	1,983,101	730-044T
Creative Construction For Kids	11/5/96	2,014,261	730-039T
Cyberbugs	9/23/97	2,100,063	730-053T
K'nexploration	3/25/97	2,048,329	730-052T
Turn Story Time Into Adventure Time	10/14/97	2,105,982	730-065T
Wampus	1/14/97	2,031,128	730-048T
Wormoid	6/10/97	2,070,705	730-054T

**SCHEDULE A**