

MRD 12-488

FORM PTO-1594

(Rev. 6-93)

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

Tab settings ☐ ☐ ☐ ▼

DEC 04 1998

RECORD

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12-09-1998



100917025

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

Original documents or copy thereof.

1. Name of conveying party(ies):

Fleer Corp.
1120 Route 73
Mt. Laurel, NJ 08054

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

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 9-30-98

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch, as Collateral AgentInternal Address: 677 Washington Boulevard

Street Address: _____

City: Stamford State: CT ZIP: 06901

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Bank

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

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

A. Trademark Application No.(s)

See Schedule 1 attached hereto.

B. Trademark Registration No.(s)

See Schedule 1 attached hereto.

Additional numbers attached? ☒ Yes ☐ No

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

Name: Jackie LeeInternal Address: Access Information Services, Inc.Street Address: 1773 Western AvenueCity: Albany State: NY ZIP: 122036. Total number of applications and registrations involved: 1537. Total fee (37 CFR 3.41).....\$ 3840.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

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

12/09/1998 INVEN 00000151 75540762

DO NOT USE THIS SPACE

01 FC:481
02 FC:48240.00 DP
2400.00 DP

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.

Jackie Lee
Name of Person SigningJackie Lee
Signature12-2-98
DateTotal number of pages including cover sheet, attachments, and document: 18

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

Commissioner of Patents & Trademarks, Box Assignment

Washington, D.C. 20231

TRADEMARK

REEL: 1820 FRAME: 0519

**Fleer Corp.
Pending Trademarks**

Trademark	Serial No.	Filing Date	Assignee of Security Interest
3-D's [*]	75/540763	August 20, 1998	
Access	75/160226	September 4, 1996	
Arctic Chews	75/232433	January 28, 1997	
Autumn Excellence [*]	75/540796	August 20, 1998	
Baseball's Best	75/467387	April 13, 1998	
Black Gem	75/318769	July 2, 1997	
Black Gem	75/317718	July 1, 1997	
Blue Diamond (Design Only) [*]	75/370394	October 8, 1997	
Cool Chews for Fresh Breath	75/232282	January 28, 1997	
Court Masters	75/473317	April 23, 1998	
D'Stroysers [*]	75/540754	August 20, 1998	
Diamond Ink and Design	75/383295	November 3, 1997	
Diamond Ink and Design	75/383279	November 3, 1997	
Diamond Standouts [*]	75/503533	June 16, 1998	
Dugout Axxess	75/312409	June 20, 1997	
Dugout Dirt	75/306962	June 11, 1997	
Editor's Choice	75/467035	April 13, 1998	
Eggroos	75/160865	September 4, 1996	
Extra Edition	75/473103	April 23, 1998	
First Edition [*]	75/539373	August 20, 1998	
Flair Showcase	75/500583	June 11, 1998	
Fleer and Design	75/370144	October 8, 1997	

* Record does not yet appear in Patent and Trademark Database .

DSA:149507.1

Fleer and Design	75/370145	October 8, 1997	
Fleer and Design	75/370263	October 8, 1997	
Fleer and Design	75/370057	October 8, 1997	
Fleer Million Dollar Moments	75/308470	June 13, 1997	
Fleer Tradition	75/473102	April 23, 1998	
Golden Touch	75/473100	April 23, 1998	
Great Shots!	75/473023	April 23, 1998	
Gummikins	75/117982	June 12, 1996	
Heir to the Throne	75/472558	April 23, 1998	
Holo F/X	75/043551	January 16, 1996	
Intimidation Nation*	75/540043	August 20, 1998	
Legends of the Future	75/472560	April 23, 1998	
Magnificent Moments*	75/539704	August 20, 1998	
Metal	74/625877	January 26, 1995	
Mitt Fits	75/467034	April 13, 1998	
Monumental Moments	75/467033	April 13, 1998	
Mystique	75/467032	April 13, 1998	
Name Plates*	75/539706	August 20, 1998	
Nature's Zone	75/255670	March 11, 1997	
Number Crushers	75/467270	April 13, 1998	
Planet Football	75/467202	April 13, 1998	
Planet Metal*	75/539715	August 20, 1998	
Promising Forecast	75/467048	April 13, 1998	
Quasars	75/467031	April 13, 1998	
Quick Strike	75/473304	April 23, 1998	
Rocket to Stardom	75/467049	April 13, 1998	
Rookie Rewind*	75/540760	August 20, 1998	

* Record does not yet appear in Patent and Trademark Database .

Scouting Report	75/467030	April 13, 1998	
Show Piece	75/232277	January 28, 1997	
Soul of the Game*	75/539718	August 20, 1998	
Sketchagraph	75/317719	July 1, 1997	
Stand Outs	74/506229	March 22, 1994	
Star Search	75/473104	April 23, 1998	
Thunder & Lightning	75/473301	April 23, 1998	
Thunderclap*	75/539719	August 20, 1998	
TOP 30	75/473,315	April 23, 1998	
Total "O"	75/473316	April 23, 1998	
Trophy Case	75/467382	April 13, 1998	
Two 4 Me, Zero 4 You*	75/540040	August 20, 1998	
Vintage '63	75/472619	April 23, 1998	

*Record does not yet appear in Patent and Trademark Database.

**Fleer Corp.
Registered Trademarks**

Trademark	Reg. No.	Reg. Date	Assignee of Security Interest
Asher and Design*	1,975,566	May 28, 1996	
Back-Slapper	832,224	July 18, 1967	
Big Wad (Stylized Letters)	872,792	July 8, 1969	
Blo-Ho-Ho	1,843,818	July 5, 1994	
Blood Suckers	1,933,892	November 7, 1995	
Bonanza	1,906,715	July 18, 1995	
Boo Bubbles	1,764,727	April 13, 1993	
Bubble Bunny	1,481,780	March 22, 1988	
Bubble Burger (Stylized Letters)	1,125,223	September 18, 1979	
Bucket'O'Blood	1,840,729	June 21, 1994	
Bunny Hops	2,157,581	May 12, 1998	
Canvas	2,098,203	September 16, 1997	
Cartoon Character Design	1,948,112	January 16, 1996	
Champions in Action and Design	2,085,556	August 5, 1997	
Circa	2,140,245	March 3, 1998	
Diamond Tribute	2,028,948	January 7, 1997	
Drac's Bats	2,008,975	October 15, 1996	
Dubble Bubble	1,865,362	November 29, 1994	
Dubble Bubble	1,658,380	September 24, 1991	
Dubble Bubble and Design	672,273	January 6, 1959	
Excel	1,802,691	November 2, 1993	
Extra Bases	1,902,714	July 4, 1995	

*Patent and Trademark Office record indicates that this mark is still owned by the Asher Candy Company.

DSA:149508.1

**TRADEMARK
REEL: 1820 FRAME: 0523**

Extra Bases and Design	1,698,387	June 30, 1992	
Fireplug Candy	1,357,059	August 27, 1985	
Flair	1,836,149	May 10, 1994	
Fleer	1,662,637	October 29, 1991	
Fleer	1,671,098	January 7, 1992	
Fleer and Design	1,270,137	March 13, 1984	
Fleer Dubble Bubble and Design	783,318	January 12, 1965	
Fleer Dubble Bubble and Design	709,732	January 10, 1961	
Fleer Thanks A Million! Million Dollar Hit	2,057,414	April 29, 1997	
Fleer Ultra	1,816,398	January 11, 1994	
Fleer Ultra Team	1,815,416	January 4, 1994	
Full-of-Hearts	1,614,083	September 18, 1990	
Game Time	2,155,289	May 5, 1998	
Give-A-Heart	1,478,908	March 1, 1988	
Goblin Stix	1,709,442	August 18, 1992	
Goose Bumps	1,777,361	June 15, 1993	
Goudey	2,177,406	July 28, 1998	
GridIron Stix	1,709,441	August 18, 1992	
Heart Stoppers	1,873,365	January 10, 1995	
Holopix	2,107,767	October 21, 1997	
Horror Pops	2,005,059	October 1, 1996	
Hot Glove	2,033,826	January 28, 1997	
Hot Packs	1,931,650	October 31, 1995	
Korn Heads	1,840,050	June 14, 1994	
League Leader	1,970,627	April 23, 1996	
Legacy Collection	2,170,406	June 30, 1998	

Metal Universe	2,098,205	September 16, 1997	
Mr. Bones and Design	1,117,394	May 1, 1979	
Mummies and Deadies	1,841,452	June 21, 1994	
Overpower	2,014,390	November 5, 1996	
Play of the Game	2,170,386	June 30, 1998	
Power Play	1,839,939	June 14, 1994	
Power Plus	2,090,638	August 26, 1997	
Power Surge	2,134,828	February 3, 1998	
Prime Leather	2,033,897	January 28, 1997	
ProCards	1,514,561	November 29, 1988	
PUD	1,948,105	January 16, 1996	
PUD	1,946,825	January 9, 1996	
Pumpkin Face	1,483,732	April 5, 1988	
Quicksand (Stylized Letters)	898,871	September 15, 1970	
Razzles	2,095,007	September 9, 1997	
Razzles and Design	820,866	December 20, 1966	
Risc System/6000	1,705,689	August 4, 1992	
Rising Star	1,966,496	April 9, 1996	
Road Warriors	2,130,095	January 20, 1998	
Rookie Sensations	1,912,846	August 15, 1995	
Rookie Sensations	2,017,287	November 19, 1996	
Saf-T-Pops	822,017	January 10, 1967	
School-Daze	838,832	November 14, 1967	
Season Crowns	2,033,839	January 28, 1997	
Show Time	2,170,405	June 30, 1998	
Show Stoppers	2,177,536	July 28, 1998	
Smooth Leather	2,033,827	January 28, 1997	

Sneekies	868,213	April 15, 1969	
Stars 'N Stripes	1,681,611	March 31, 1992	
Stars 'N Stripes	1,679,914	March 17, 1992	
Super Chews	2,143,335	March 10, 1998	
Sweet Spice	677,839	April 28, 1959	
Sweet'N Sour Bunnies	1,746,519	January 12, 1993	
Tasty Fruit	677,840	April 28, 1959	
Team Leaders	1,876,585	January 31, 1995	
Team Leader	1,917,864	September 12, 1995	
Thanks A Million	2,071,672	June 17, 1997	
Thanks A Million	2,115,457	November 25, 1997	
Tomorrow's Heroes	1,778,920	June 29, 1993	
VirtualVision	2,090,162	August 19, 1997	
Wave of the Future	1,982,137	June 25, 1996	
Wave of the Future	1,969,618	April 23, 1996	
Wave of the Future	2,016,333	November 12, 1996	

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Fleer Corp., a Delaware corporation (herein referred to as the "**Lien Grantor**"), owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 28, 1998 (as such agreement may be amended from time to time, the "**Security Agreement**") among Toy Biz, Inc. (to be renamed Marvel Enterprises, Inc.), the Subsidiary Guarantors party thereto and UBS AG, Stamford Branch, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), the Lien Grantor has granted to the Grantee for the benefit of such Secured Parties a continuing security interest in or other Lien on substantially all the personal property of the Lien Grantor, including all right, title and interest of Lien Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement) of the Lien Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor does hereby grant to the Grantee, to secure the Secured Obligations of the Lien Grantor, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all

of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from, and accounts and general intangibles arising out of, the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of the Lien Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

The Lien Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in its name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreements, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30th day of September, 1998.

FLEER CORP.

By: 

Title: Vice President

Acknowledged: 

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 

Title:

By: 

Title:

Phyllis J. Karno
Director
Leveraged Finance

**Fleer Corp.
Pending Trademarks**

Trademark	Serial No.	Filing Date	Assignee of Security Interest
3-D's*	75/540763	August 20, 1998	
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Black Gem	75/318769	July 2, 1997	
Black Gem	75/317718	July 1, 1997	
Blue Diamond (Design Only)*	75/370394	October 8, 1997	
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D'Stroysers*	75/540754	August 20, 1998	
Diamond Ink and Design	75/383295	November 3, 1997	
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Flair Showcase	75/500583	June 11, 1998	
Fleer and Design	75/370144	October 8, 1997	

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DSA:149507.1

**TRADEMARK
REEL: 1820 FRAME: 0530**

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Fleer and Design	75/370057	October 8, 1997	
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**TRADEMARK
REEL: 1820 FRAME: 0533**

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Heart Stoppers	1,873,365	January 10, 1995	
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Power Play	1,839,939	June 14, 1994	
Power Plus	2,090,638	August 26, 1997	
Power Surge	2,134,828	February 3, 1998	
Prime Leather	2,033,897	January 28, 1997	
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PUD	1,946,825	January 9, 1996	
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Razzles	2,095,007	September 9, 1997	
Razzles and Design	820,866	December 20, 1966	
Risc System/6000	1,705,689	August 4, 1992	
Rising Star	1,966,496	April 9, 1996	
Road Warriors	2,130,095	January 20, 1998	
Rookie Sensations	1,912,846	August 15, 1995	
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Smooth Leather	2,033,827	January 28, 1997	

Sneekies	868,213	April 15, 1969	
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Stars 'N Stripes	1,679,914	March 17, 1992	
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Wave of the Future	1,969,618	April 23, 1996	
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