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12-09-1998



100917022

HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):

SkyBox International Inc.  
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

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch, as Collateral Agent

Internal 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

3. Nature of conveyance:

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

Execution Date: 9-30-98

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 Lee

Internal Address: Access Information Services, Inc.

Street Address: 1773 Western Avenue

City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 3.41).....\$ 740.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

12/08/1998 INBUEN 00000154 75031000

01 FC:481  
02 FC:482

40.00 OP  
700.00 OP

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.

Jackie Lee  
Name of Person Signing

Jackie Lee  
Signature

12-2-98  
Date

Total number of pages including cover sheet, attachments, and document: 10

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

Commissioner of Patents & Trademarks, Box Assignment TRADEMARK  
Washington, D.C. 20231

REEL: 1824 FRAME: 0288

**Skybox International Inc.  
Pending Trademarks**

Trademark	Serial No.	Filing Date	Assignee of Security Interest
Impact	75/031080	December 11, 1995	
Impact	74/230305	December 16, 1991	
Skybox	75/370376	October 8, 1997	
Thunder Skybox	75/370279	October 8, 1997	

**Skybox International Inc.  
Registered Trademarks**

Trademark	Reg. No.	Reg. Date	Assignee of Security Interest
Autographics	2,082,492	July 22, 1997	
Card-Shirts	1,728,644	October 27, 1992	
E Motion	2,067,632	June 3, 1997	
High Impact	1,907,841	July 25, 1995	
Impel and Design	1,729,340	November 3, 1992	
Line Drive and Design	1,722,983	October 6, 1992	
Line Drive and Design	1,766,680	April 20, 1993	
Major Impact	1,907,842	July 25, 1995	
Pre-Rookie	1,725,515	October 20, 1992	
Primetime	1,763,687	April 6, 1993	
Skybox	1,794,965	September 28, 1993	
Skybox	1,887,682	April 4, 1995	
Skybox	1,938,919	November 28, 1995	
Skybox	2,129,434	January 13, 1998	
Skybox	1,780,191	July 6, 1993	
Skybox International	1,777,816	June 22, 1993	
Skybox Master Series	1,928,693	October 17, 1995	
Skycaps	1,833,050	April 26, 1994	
Skydisc	1,920,877	September 19, 1995	
Skymotion	2,039,108	February 18, 1997	
Skyview	2,043,786	March 11, 1997	
Supreme Court	1,751,891	February 9, 1993	
To Win the World	1,899,795	June 13, 1995	

Total Impact	1,907,843	July 25, 1995	
Treasured Collections	1,739,038	December 8, 1992	

# TRADEMARK SECURITY AGREEMENT

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

WHEREAS, Skybox International Inc., 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.

SKYBOX INTERNATIONAL INC.

By: 

Title: Vice President and Secretary

Acknowledged:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By: 

Title:

By: 

Title:

Phyllis J. Karno  
Director  
Leveraged Finance

(NY) 20540/066/SA/sec.trade.skybox.international.wpd

RECORDED: 12/04/1998

TRADEMARK  
REEL: 1824 FRAME: 0294