

man 3-15-99

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RECORD  
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DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

## 1. Name of Party(ies) conveying an interest:

UBS AG, Stamford Branch, As Collateral Agent  
677 Washington Blvd.  
Stamford, Connecticut 05901

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

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

## 3. Nature of Conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Release of Security Interest In Trademarks  
Execution Date: February 10, 1999

## 2. Name and Address of Party(ies) receiving an interest:

Name: Fleer Corp.  
Internal Address: Executive Plaza  
Street Address: 1120 Route 73 South  
City: Mount Laurel State: New Jersey Zip: 08054

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation Delaware  
☐ Other

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

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

A. Trademark Application No.(s): See AttachedB. Trademark Registration No.(s): See AttachedAdditional numbers attached? ☒ Yes ☐ No

755 40763

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

Name: Mark H. Webbink, Esq.  
Internal Address: Moore & Van Allen, PLLC  
Street Address: 2200 West Main Street, Suite 800  
City: Durham State: NC ZIP: 27705

6. Total number of applications and registrations involved: 153

7. Total fee (37 CFR 3.4): ..... \$ 3,840.00  
☒ Enclosed  
☒ Authorized to be charged to deposit account  
(Any Deficiency)

## 8. Deposit account number:

13-4365

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

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.*

Mark H. Webbink, Esq.

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: 27

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

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

## CERTIFICATE OF MAILING

I hereby certify that this paper is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Commissioner Of Patent And Trademarks, Washington, DC 20231, BOX ASSIGNMENTS.

Kim Oakley

(Typed or printed name of person signing the certificate)

K. Oakley

(Signature of the person signing the certificate)

3-10-99

(Date of Signature)

03/22/1999 JSMABAZZ 00000182 75540763

01 FC:481  
02 FC:48240.00 OP  
3800.00 OP

**Fleer Corp.  
Pending Trademarks**

Trademark	Serial No.	Filing Date	Assignee of Security Interest
3-D's <sup>*</sup>	75/540763	August 20, 1998	
Access	75/160226	September 4, 1996	
Arctic Chews	75/232433	January 28, 1997	
Autumn Excellence <sup>*</sup>	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) <sup>*</sup>	75/370394	October 8, 1997	
Cool Chews for Fresh Breath	75/232282	January 28, 1997	
Court Masters	75/473317	April 23, 1998	
D'Stroysers <sup>*</sup>	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 <sup>*</sup>	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 <sup>*</sup>	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

TRADEMARK  
REEL: 1866 FRAME: 0111

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	

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\*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: 1866 FRAME: 0114**

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	



**RELEASE OF SECURITY INTERESTS  
(FLEER CORP.)**

RELEASE dated as of February 10, 1999 with respect to Collateral in which Fleer Corp. (the "**Grantor**") has granted a security interest pursuant to (i) the Security Agreement (the "**Security Agreement**") dated as of September 28, 1998 among Marvel Enterprises, Inc. (formerly known as Toy Biz, Inc.) (the "**Borrower**"), the Subsidiary Guarantors (including the Grantor) and UBS AG, Stamford Branch, as Collateral Agent (the "**Collateral Agent**"), (ii) the Copyright Security Agreement dated as of September 28, 1998 between the Grantor and the Collateral Agent (the "**Fleer Copyright Agreement**"), (iii) the Trademark Security Agreement dated as of September 28, 1998 between the Grantor and the Collateral Agent (the "**Fleer Trademark Agreement**") and (iv) the Patent Security Agreement dated as of September 28, 1998 between the Grantor and the Collateral Agent (the "**Fleer Patent Agreement**").

**W I T N E S S E T H :**

WHEREAS, the Grantor is party to (i) the \$200,000,000 Credit Agreement dated as of September 28, 1998 (the "**Bridge Credit Agreement**") among the Borrower, the Guarantors party thereto, the Lenders party thereto (the "**Lenders**") and UB AG, Stamford Branch, as Agent and Collateral Agent (the "**Agent**") and (ii) the \$50,000,000 Credit Agreement dated as of September 28, 1998 (the "**Revolving Credit Agreement**" and together with the Bridge Credit Agreement, the "**Credit Agreements**") among the Borrower, the Guarantors, the Lenders, the Issuers referred to therein and the Agent;

WHEREAS, the Borrower proposes to consummate an Asset Sale pursuant to which the Borrower would dispose of substantially all of the assets and/or capital stock of its wholly-owned subsidiaries, Fleer Corp., Frank H. Fleer Corp. and Skybox International Inc. (the "**Fleer Sale**") pursuant to and in accordance with the Asset Purchase Agreement dated as of January 29, 1999 among Fleer Corp., Frank H. Fleer Corp., Skybox International, Inc. and Golden Cycle, LLC;

WHEREAS the Lenders and the Agent have consented to the Fleer Sale subject to the terms and conditions set forth in that certain Agreement dated as of February 3, 1999 among the Borrower, the Guarantors, Warburg Dillon Read LLC, UBS AG, Stamford Branch, as Lender, and the Agent (the "**Agreement**");

WHEREAS, the Borrower has requested the release of the security interests in certain Collateral granted by the Grantor in order to consummate the Flee Sale; and

WHEREAS, the Agent and the Lenders are willing to grant such release of security interests to the extent set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. *Defined Terms; References.* Unless otherwise specifically defined herein, each term used herein which is defined in either or both of the Credit Agreements or the Security Agreement has the meaning assigned to such term therein.

SECTION 2. *Release.* The Collateral Agent hereby releases, in accordance with Section 17(B) of the Security Agreement, all security interests in all Collateral to be sold or otherwise transferred to Golden Cycle, LLC or any of its subsidiaries pursuant to the Flee Sale (but not in the proceeds thereof), which security interests were granted by the Grantor pursuant to the Security Agreement, the Flee Copyright Agreement, the Flee Trademark Agreement and the Flee Patent Agreement. Such release is made without representation, warranty or recourse, express or implied.

SECTION 3. *Effect of Agreement.* Except as expressly set forth herein, this Agreement does not constitute an amendment or waiver of any term or condition of either Credit Agreement, the Security Agreement or any other Loan Document (as defined in either Credit Agreement) and all such terms and conditions shall remain in full force and effect and are hereby ratified and confirmed in all respects.

SECTION 4. *Request by Borrower.* By its signature below, the Borrower affirms that this Release is being executed by the parties hereto pursuant to the Borrower's request in order to enable the Borrower to consummate the Flee Sale. The Borrower acknowledges that this Release shall not alter, release, discharge or otherwise affect any of its obligations under either Credit Agreement, the Security Agreement or any other Loan Document (as defined in either Credit Agreement), and hereby ratifies and confirms all of the Loan Documents (as so defined) to which it is a party.

SECTION 5. *Consent by Guarantors.* By its signature below, each Guarantor hereby consents to this Release, and acknowledges that, except as expressly set forth herein, this Release shall not alter, release, discharge or otherwise affect any of its obligations under either Credit Agreement, the Security

Agreement or any other Loan Document (as defined in either Credit Agreement), and hereby ratifies and confirms all of the Loan Documents (as so defined) to which it is a party.

SECTION 6. *Governing Law.* This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 7. *Counterparts.* This Release may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Release to be duly executed as of the date first above written.

FLEER CORP., as Grantor

By:   
Name:  
Title:


MARVEL ENTERPRISES, INC.

By:   
Name:  
Title:

MARVEL ENTERTAINMENT GROUP,  
INC., as Guarantor

By:   
Name:  
Title:


THE ASHER CANDY COMPANY,  
as Guarantor

By:   
Name:  
Title:


FRANK H. FLEER CORP.,  
as Guarantor

By:   
Name:  
Title:


HEROES WORLD DISTRIBUTION,  
INC., as Guarantor

By:   
Name:  
Title:

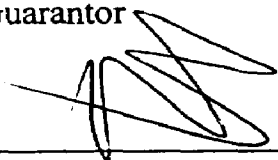
MALIBU COMICS ENTERTAINMENT,  
INC., as Guarantor

By:   
Name:  
Title:

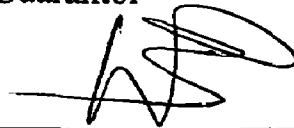
MARVEL CHARACTERS, INC.,  
as Guarantor

By:   
Name:  
Title:

MARVEL DIRECT MARKETING,  
INC., as Guarantor

By:   
Name:  
Title:

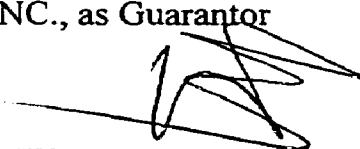
SKYBOX INTERNATIONAL INC.,  
as Guarantor

By:   
Name:  
Title:

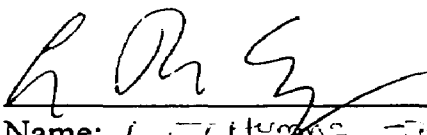
MARVEL RESTAURANT VENTURE  
CORP., as Guarantor

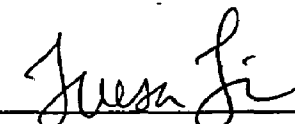
By:   
Name:  
Title:

MRV, INC., as Guarantor

By:   
Name:  
Title:


UBS AG, STAMFORD BRANCH, as  
Agent and Collateral Agent


By:   
Name: L. THOMAS SPERRY  
Title: EXECUTIVE DIRECTOR

By:   
Name: Teresa Lin  
Title: Executive Director

CONSENTED TO BY REQUIRED  
LENDERS:

UBS AG, STAMFORD BRANCH, as  
Lender

By:   
Name: L. THOMAS DIERKER  
Title: EXECUTIVE DIRECTOR

By:   
Name: Teresa Lin  
Title: Executive Director

# TRADEMARK SECURITY AGREEMENT

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

WHEREAS, Fleeer 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**

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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	

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

**Fleer Corp.  
Registered Trademarks**

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Assignee of Security Interest</b>
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: 1866 FRAME: 0131**

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	

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REEL: 1866 FRAME: 0134