

FORM PTO-1594

(Rev. 6-93)

OM5 No. 0651-0011 (exp. 4/94)

3-5-99

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of P.

Attached original documents or copy thereof.

1. Name of conveying party(ies):

FX Unlimited, Inc.

3-5-99

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

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

3. Nature of conveyance:

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

Execution Date: February 26, 1999

2. Name and address of receiving party(ies)

Name: FINOVA Capital Corporation

Internal Address: Suite 2400

Street Address: 355 South Grand Avenue

City: Los Angeles State: CA ZIP: 90071

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

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 "A" attached

B. Trademark Registration No.(s)

See Schedule "A" attached

Additional numbers attached? Yes No

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

Name: Brobeck Phleger & Harrison LLP

Internal Address:
Attention: Kai Williamson

Street Address: 550 South Hope Street
Suite 2100

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

03/10/1999 JSHWBAZZ 00000119 2180509

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01-FC-481 40.00 OP
02-FT-482 25.00 OP

3. 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.

Kai Williamson

Name of Person Signing

Signature

3/2/99

Date

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

15

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments TRADEMARK

REEL: 1866 FRAME: 0604

SCHEDULE A
to the Guarantor Trademark Security Agreement

FX Unlimited, Inc.

<u>Jurisdiction</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Date</u>	<u>Mark</u>
U.S.	2180509	8/11/98	Mad Catz and Design
U.S.	75/319,442	7/3/97	Mad Catz and Design
U.S.	Unknown	6/27/96	Mad Catz and Design

GUARANTOR TRADEMARK SECURITY AGREEMENT

This **GUARANTOR TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of February 26, 1999 is made by **FX UNLIMITED, INC.**, a Delaware corporation ("Guarantor"), in favor of **FINOVA CAPITAL CORPORATION**, a Delaware corporation, ("Lender").

RECITALS

A. Borrower (as hereinafter defined) and Lender have entered into that certain Loan and Security Agreement, of even date herewith (as amended, restated, modified, renewed or extended from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to make certain financial accommodations to Borrower, and pursuant to which Borrower has granted to Lender a security interest in (among other things) all of the general intangibles of Borrower.

B. Pursuant to the Loan Agreement and as one of the conditions precedent to the obligations of Lender under the Loan Agreement, Borrower has agreed to cause Guarantor to execute and deliver this Agreement to Lender for filing with the United States Patent and Trademark Office and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Lender's existing security interests in the patents and other general intangibles described herein.

C. Guarantor has executed that certain Secured Continuing Limited Corporate Guaranty, of even date herewith in favor of Lender (the "Guaranty"), respecting certain obligations of Borrower owing to Lender under the Loan Agreement.

D. Guarantor desires to collateralize its obligations under the Guaranty by granting to Lender a security interest in certain of its assets.

E. Guarantor will benefit by virtue of the loans from Lender to Borrower.

ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Guarantor hereby agrees in favor of Lender as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Bankruptcy Code" means the United States Bankruptcy Code (11 U.S.C. §101 et seq.), as amended, and any successor statute.

“Borrower” means Mad Catz, Inc., a Delaware corporation, as successor by merger to Mad Catz, Inc., a Utah corporation.

“Event of Default” has the meaning set forth in Section 8.

“Guarantied Liabilities” shall mean all liabilities, obligations, or undertakings owing by Guarantor to Lender of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Guaranty, any other Loan Document heretofore, herewith, or hereafter executed by Guarantor, or this Agreement, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code) and any and all reasonable out-of-pocket costs, fees (including reasonable attorneys fees), and expenses which Guarantor is required to pay pursuant to any of the foregoing, by law, or otherwise.

“Liabilities” shall have the meaning ascribed thereto in the Guaranty.

“Lien” means any pledge, security interest, assignment, charge or encumbrance, lien (statutory or other), or other preferential arrangement (including any agreement to give any security interest).

“Person” means an individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization or any other juridical entity.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as defined at UCC Section 9306, all insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Guarantor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Guarantor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Guarantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of Arizona.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Guaranty, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable

conflict that cannot be resolved as aforesaid, the terms and provisions of the Guaranty shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Guarantor and supplemental rights and remedies in favor of Lender (whether under federal law or applicable Arizona law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Guaranty.

2. Security Interest.

(a) Assignment and Grant of Security Interest. As security for the payment and performance of the Guaranteed Liabilities, Guarantor hereby grants, assigns, transfers and conveys to Lender a continuing security interest in all of Guarantor's right, title and interest in, to and under the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Guarantor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) (subject to the other terms of this Agreement) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Guarantor or in the name of Lender for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Guarantor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Certain Exclusions from Grant of Security Interest. Anything in this Agreement and the other Loan Documents to the contrary notwithstanding, the foregoing grant, assignment, transfer, and conveyance of a security interest shall not extend to, and the term "Trademark Collateral" shall not include, any item of Trademark Collateral described in

Section 2(a) above that is now or hereafter held by Guarantor as licensee or otherwise, solely in the event and to the extent that: (i) as the proximate result of the foregoing grant, assignment, transfer, or conveyance of a security interest, Guarantor's rights in or with respect to such item of Trademark Collateral would be forfeited or would become void, voidable, terminable, or revocable, or if Guarantor would be deemed to have breached, violated, or defaulted the underlying license or other agreement that governs such item of Trademark Collateral pursuant to the restrictions in the underlying license or other agreement that governs such item of Trademark Collateral; (ii) any such restriction shall be effective and enforceable under applicable law, including Section 9318(4) of the UCC, if applicable; and (iii) any such forfeiture, voidness, voidability, terminability, revocability, breach, violation, or default cannot be remedied by Guarantor using its best efforts (but without any obligation to make any material expenditures of money or to commence legal proceedings); provided, however, that the foregoing grant, assignment, transfer, and conveyance of security interest shall extend to, and the term "Trademark Collateral" shall include, (y) any and all Proceeds of such item of Trademark Collateral to the extent that the assignment or encumbering of such Proceeds is not so restricted, and (z) upon any such licensor or other applicable party's consent with respect to any such otherwise excluded item of Trademark Collateral being obtained, thereafter such item of Trademark Collateral as well as any Proceeds thereof that might theretofore have been excluded from such grant, assignment, transfer, and conveyance of a security interest and the term "Trademark Collateral."

(c) Continuing Security Interest. Guarantor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 17.

(d) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Guaranty and all understandings, agreements and provisions contained in the Guaranty shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(e) Licenses. Anything in this Agreement or any other Loan Document to the contrary notwithstanding, Guarantor may grant non-exclusive licenses of the Trademark Collateral (subject to the security interest (if any) of Lender therein) in the ordinary course of business consistent with past practice.

3. Further Assurances; Appointment of Lender as Attorney-in-Fact.

Guarantor at its expense shall execute and deliver, or cause to be executed and delivered, to Lender any and all documents and instruments, in form and substance reasonably satisfactory to Lender, and take any and all action, which Lender may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of Lender's security interest in the Trademark Collateral and to accomplish the purposes of this Agreement. If Guarantor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is reasonably requested to execute and deliver by Lender in accordance with the foregoing, Lender shall have the right, in the name of Guarantor, or in

the name of Lender or otherwise, without notice to or assent by Guarantor, and Guarantor hereby irrevocably constitutes and appoints Lender (and any of Lender's officers or employees or agents designated by Lender) as Guarantor's true and lawful attorney-in-fact with full power and authority in accordance with the foregoing, (i) to sign the name of Guarantor on all or any of such documents or instruments and perform all other acts that Lender reasonably deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Lender's security interest in, the Trademark Collateral, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Guarantor, which Lender reasonably may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuance of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Lender to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral (it being understood that so long as no Event of Default has occurred and is continuing, Guarantor may grant or issue licenses in the ordinary course of business with respect to the Trademark Collateral), and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17.

4. Representations and Warranties. Guarantor represents and warrants to Lender, in each case to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth, as of the Closing Date, a true and correct list of all of the existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, together with a description of any other Trademark that is owned or held (whether pursuant to a license or otherwise) and used by Guarantor.

(b) Trademarks Subsisting. Each of the Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Guarantor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Guarantor has rights in and good and defensible title to the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, to its knowledge Guarantor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than the security interest created hereunder, any licenses thereof

granted by Guarantor, and any other Permitted Encumbrances), including licenses, registered user agreements and covenants by Guarantor not to sue third persons, and (iii) with respect to any Trademarks for which Guarantor is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Trademark, to its knowledge each such license or licensing agreement is in full force and effect, Guarantor is not in material default of any of its obligations thereunder and, (i) other than the parties to such licenses or licensing agreements, or (ii) in the case of any non-exclusive license or license agreement entered into by Guarantor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Guarantor or any such licensor with any other Person, to Guarantor's knowledge no other Person has any rights in or to any of the Trademark Collateral. To the best of Guarantor's knowledge, the past, present and contemplated future use of the Trademark Collateral by Guarantor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(d) No Infringement. To the best of Guarantor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person.

(e) Powers. Except for licenses or similar rights or contracts with respect to any Trademark which Guarantor holds as licensee or otherwise, as set forth on Schedule 4(e) to the Loan Agreement, the encumbrance or assignment of which is prohibited by the terms of such license, contract or agreement, Guarantor has the unqualified right, power and authority to pledge and to grant to Lender a security interest in all of the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Guaranteed Liabilities remain unsatisfied, Guarantor agrees that it will comply with all of the covenants, terms and provisions of this Agreement, the Guaranty and any other Loan Documents to which it is party, and Guarantor will promptly give Lender written notice of the occurrence of any event that is reasonably likely to have a material adverse effect on any of the Trademarks or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Guarantor is a licensee.

6. Future Rights. For so long as any of the Guaranteed Liabilities shall remain outstanding, or, if earlier, until Lender shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Guarantor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and Guarantor shall give to Lender prompt notice thereof with respect to any material Trademarks. Guarantor shall do all things reasonably deemed necessary or advisable by Lender to ensure the validity, perfection, priority and enforceability of the security interests of Lender in such future acquired Trademark Collateral. If Guarantor refuses to execute and deliver, or fails timely to execute

and deliver, any of the documents it is requested to execute and deliver by Lender in connection herewith, Guarantor hereby authorizes Lender to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Guarantor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Lender's Duties. Any provision contained in this Agreement notwithstanding, Lender shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Guarantor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Lender hereunder or in connection herewith, Lender shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement or any other Loan Document shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Lender shall have all rights and remedies available to it under this Agreement or any other Loan Document and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Guarantor agrees that such rights and remedies include the right of Lender as a secured party to sell or otherwise dispose of its Collateral after default, pursuant to UCC Section 9504. Guarantor agrees that Lender shall at all times have such royalty-free non-exclusive licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Lender's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Guarantor in which Lender has a security interest, including Lender's rights to sell inventory, tooling or packaging which is acquired by Guarantor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Lender shall have the right but shall in no way be obligated to bring suit, or to take such other action as Lender deems necessary or advisable, in the name of Guarantor or Lender, to enforce or protect any of the Trademark Collateral, in which event Guarantor shall, at the request of Lender, do any and all lawful acts and execute any and all documents required by Lender in aid of such enforcement. To the extent that Lender shall elect not to bring suit to enforce such Trademark Collateral, Guarantor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation; provided, Guarantor shall not be required to prosecute the foregoing if it determines, in the exercise of its reasonable business judgment, that it is unnecessary or inappropriate to do so.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Guarantor and Lender and their respective successors and assigns.

11. Notices. All notices and other communications hereunder to Lender shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement and all notices and other communications hereunder to Guarantor shall be in writing and shall be mailed, sent or delivered in care of the Borrower in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona, except to the extent that the validity or perfection of the security interests hereunder in respect of any Trademark Collateral are governed by federal law, in which case such choice of Arizona law shall not be deemed to deprive Lender of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Loan Agreement. The foregoing notwithstanding, Lender may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

16. Loan Agreement. Guarantor acknowledges that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Guarantor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Guarantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. To the extent of any conflict between the

provisions of this Agreement and the Loan Agreement, however, the provisions of the Loan Agreement shall govern.

18. Termination. Upon the payment in full of the Guaranteed Liabilities, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Lender shall execute and deliver such documents and instruments and take such further action reasonably requested by Guarantor, at Guarantor's expense, as shall be necessary to evidence termination of the security interest granted by Guarantor to Lender hereunder, including cancellation of this Agreement by written notice from Lender to the PTO.

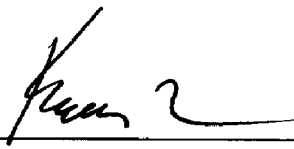
19. Revival and Reinstatement of Guaranteed Liabilities. If the incurrence or payment of the Guaranteed Liabilities by Guarantor or the transfer by Guarantor to Lender of any property of Guarantor should for any reason subsequently be declared to be void or voidable under any state or federal law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent conveyances, preferences, and other voidable or recoverable payments of money or transfers of property (collectively, a "Voidable Transfer"), and if Lender is required to repay or restore, in whole or in part, any such Voidable Transfer, or elects to do so upon the reasonable advice of its counsel, then, as to any such Voidable Transfer, or the amount thereof that Lender is required or elects to repay or restore, and as to all reasonable costs, expenses, and attorneys fees of Lender related thereto, the liability of Guarantor automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer had never been made.

20. Limitation on Guaranty. Notwithstanding any other provision of this Agreement, the liability of Guarantor is secured solely by the personal property assets of Guarantor pledged to Lender under this Agreement, and is non-recourse in nature, and Guarantor shall not be or become personally liable for the payment of principal, interest, fees or any other amounts due under the Loan Documents (including the Guaranty and this Agreement) except to the extent of and out of the pledged property. Lender agrees that in no event shall any monetary judgment be sought or secured against Guarantor, it being the intention of the parties that the only recourse of Lender for the satisfaction of all such amounts and claims shall only be against the pledged property.

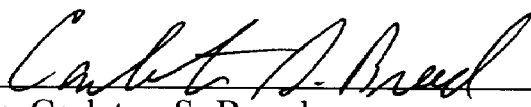
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

FX UNLIMITED, INC.,
a Delaware corporation

By: 
Name: Kelly Tyler
Title: President

FINOVA CAPITAL CORPORATION,
a Delaware corporation

By: 
Name: Carleton S. Breed
Title: Vice President

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) SS

On February 26, 1999, before me, Leticia Rivera, Notary Public, personally appeared Kelly Tyler, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

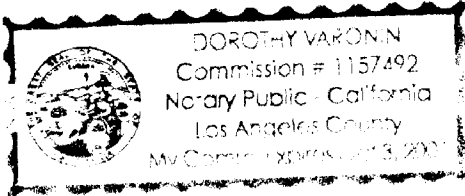


[SEAL]

Leticia Rivera
Signature

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) SS

On February 26 1999, before me, Dorothy Varonin, Notary Public, personally appeared Carleton S. Breed, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.



[SEAL]

Dorothy Varonin
Signature

SCHEDULE A
to the Guarantor Trademark Security Agreement

FX Unlimited, Inc.

<u>Jurisdiction</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Date</u>	<u>Mark</u>
U.S.	2180509	8/11/98	Mad Catz and Design
U.S.	75/319,442	7/3/97	Mad Catz and Design
U.S.	Unknown	6/27/96	Mad Catz and Design