

3-11-99

03-16-1999



FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-00111

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U.S. Department of Commerce
Patent Trademark Office

TRADEMARKS ONLY

PRD 3-11-99

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

<p>1. Name of conveying party(ies): Performance Printing Corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State -- Texas <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: Pinnacle Brands, Inc. Internal Address: _____ Street Address: 1845 Woodall Rodgers Freeway Suite 1300 City: Dallas State: TX Zip: 75201</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State -- Delaware <input type="checkbox"/> Other -- _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(Designations must be a separate document from assignment) Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: February 28, 1999</p>	

<p>4. Application number(s) or patent number(s):</p> <p>A. Trademark Application No.(s) -- N/A</p>	<p>B. Trademark Registration No.(s) -- See Annex 1</p>
<p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed?</p> <p>Name: Robin Russell Internal Address: Andrews & Kurth L.L.P. _____ _____ Street Address: 600 Travis, Suite 4200 City: Houston State: TX Zip: 77002-3090</p>	<p>6. Total number of applications and registrations involved: 5</p> <p>7. Total fee (37 CFR 3.41) \$140.00</p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: N/A</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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

Name of Person Signing *Scott A. Richie* Signature 3/11/99 Date

Total number of pages including cover sheet, attachments, and documents: 7

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

03/12/1999 JSHABAZZ 00000117 1805156

01 FC:481 40.00 DP
02 FC:482 100.00 DP

TRADEMARK
REEL: 1867 FRAME: 0932

**Continuation of Item 4B
Registered Trademarks**

ANNEX 1

Trademark	Registration Number	Registration Date
Authenticator	1805156	11/18/93
Magic Motion	1087277	3/14/78
Optigraphics	919391	8/31/71
Xograph	832932	8/1/67
Xograph (Stylized)	820069	12/6/66

**ASSIGNMENT FOR SECURITY
(Patents and Trademarks)**

WHEREAS, PERFORMANCE PRINTING CORPORATION, a Texas corporation (herein referred to as "Assignor"), owns (i) the letters patent and/or applications for letters patent of the United States, including, without limitation, the inventions and improvements claimed therein, more particularly described on Schedule 1(d) annexed hereto as part hereof (the "Patents") and (ii) the trademarks listed on Schedule 1(d) annexed hereto as part hereof (the "Trademarks"); and

WHEREAS, Assignor is obligated to PINNACLE BRANDS, INC. (herein referred to as "Assignee") under a promissory note of even date herewith in the original principal amount of \$2,000,000.00 made by Assignor payable to the order of Assignee (the "Note"), and Assignor has entered into a Security Agreement dated the date hereof to secure said Note (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in and mortgage on, all right, title and interest of Assignor in and to the Patents and Trademarks, together with any reissue, continuation, continuation-in-part, divisions, renewals or extension thereof, and all proceeds thereof, including, without limitation, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations, as defined in Agreement.


NOW, THEREFORE, for good and valuation consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in and mortgage interest on the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 1845 Woodall Rodgers Freeway, Suite 1300, Dallas, Texas 75201.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized on this 8th day of March, 1999 to be effective as of the 28th day of February, 1999.

PERFORMANCE PRINTING CORPORATION

By: 
Name: Russell V. Oesch
Title: VP - Finance

Schedule 1(d)

Pinnacle Brands, Inc.

Optigraphics' Registered Trademarks

Prepared as of January 5, 1999

<u>Trademark</u>	<u>Application Number</u>	<u>Applc Date</u>
Authenticator	1805156	11/18/93
Authenticator (Canada)	TMAA52328	12/29/95
Magic Motion	1087277	3/14/78
Magic Motion (Canada)	339165	4/15/88
Magic Motion (Germany)	39709817	6/2/97
Optigraphics	919391	8/31/71
Optigraphics (Germany West)	39709818	6/2/97
Xograph	832932	8/1/67
Xograph (Stylized)	820069	12/8/66

LIST OF PATENTS AND PATENT APPLICATIONS
PATENTS

PINNACLE TRADING CARD COMPANY

<u>File</u>	<u>Patent</u>	<u>Country</u>	<u>Serial No. or Registration No.</u>	<u>Reg. Date</u>
11/13/92	Decoder	U.S.	Reg. No. 5,303,370	04/12/94
11/12/93	Decoder	European Patent Application Designating: United Kingdom, Belgium, Germany	App. No 93309086.2	N/A
01/11/93	Method and Apparatus for creating a cylindrical three dimensional picture	U.S.	Reg. No. 5365294	11/15/94
02/14/94	Method and Apparatus for creating a cylindrical three dimensional picture (Continuation- In-Part of Patent No. 5,365,294)	U.S.	Reg. No. 5600388	02/04/97
10/27/94	Method and Apparatus for creating a cylindrical three dimensional picture (Continuation-In-Part of Patent Nos. 5365294 and 5600388)	U.S.	S. No. 08/330,862	N/A

<u>File</u>	<u>Patent</u>	<u>Country</u>	<u>Serial No. or Registration No.</u>	<u>Reg. Date</u>
11/15/94	Method and Apparatus for creating cylindrical three dimensional picture	European Patent Designating: UK, Belgium, Germany	App. No 95901838.3	N/A
03/22/96	Method and Apparatus for creating cylindrical three dimensional picture (Continuation-In-Part of Patent Nos. 5365294 and 5600388 and Serial No. 08/330,862)	U.S.	Reg. No. 5704061	12/30/97
01/31/97	Method and Apparatus for creating cylindrical three dimensional picture	Foreign Patent Designating: Canada	App. No. PCT/US97/01548	N/A
01/16/97	Method and Apparatus for Product Separation and Stacking	U.S.	App. No. 08/785027	N/A
02/01/96	Toy Building Chip	Australia	App. No 49108/96	N/A
02/01/96	Toy Building Chip	Mexico	App. No. 9705314	N/A
02/02/95	Toy Building Chip	U.S.	Reg. No. 5628666	05/13/97