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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

04-13-1999
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #33

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [x] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [x] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger — Effective Date Month Day Year
- [ ] Change of Name
- [ ] Other

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: The Great Train Store Company

Execution Date Month Day Year: 4 6 99

Formerly:

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation
- [ ] Association
- [ ] Other
- [x] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Paragon Capital LLC

DBA/AKA/TA:

Composed of:

Address (line 1): Hillsite Office Building

Address (line 2): 75 Second Avenue, Suite 400

Address (line 3): Needham (City) MA (State/Country) 02494 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [ ] Association
- [x] Other: Limited Liability Company
- [x] Citizenship/State of Incorporation/Organization: Delaware

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

FOR OFFICE USE ONLY

04/20/1999 DNGUYEN 00000145 75509534

01 FC:481 40.00 OP
02 FC:482 200.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (617) 742-[illegible]00

Name: Mary Ellen Welch Rogers, Esquire

Address (line 1): Shapiro, Israel & Weiner, P.C.

Address (line 2): 100 North Washington Street

Address (line 3): Boston, MA 02114

Address (line 4):

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 7

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75/509,534			1,970,789	1,924,313	
75/379,511			1,696,020	2,217,225	
75/579,511			1,679,471	1,428,017	

Number of Properties

Enter the total number of properties involved. # 9

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 240.00

Method of Payment: Enclosed [x] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes [ ] No [ ]

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. Charges to deposit account are authorized, as indicated herein.

Mary Ellen Welch Rogers — Name of Person Signing

Mary Ellen Welch Rogers — Signature

8 April 1999 — Date Signed

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TRADEMARK SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into as of April 6, 1999 by and between The Great Train Store Company, a Delaware corporation with a usual place of business at 14180 Dallas Parkway, Suite 618, Dallas, Texas, 75240 (the **"Borrower"**), and Paragon Capital LLC, a Delaware limited liability company with a usual place of business at Hillsite Office Building, 75 Second Avenue, Needham, Massachusetts 02494 (the **"Lender"**).

NOW THEREFORE, in consideration of the premises, Borrower hereby agrees with Lender as follows:

1. Grant of Security Interest. Borrower hereby grants to Lender a first priority security interest in, and conditionally assigns, but does not transfer title to Lender, all of Borrower's right, title and interest in and to the following (collectively, the **"Collateral"**) to secure payment and performance of all obligations of Borrower to Lender whether such obligations are direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limitation, those liabilities of Borrower to Lender pursuant to a Loan and Security Agreement dated April 6, 1999, between Lender and Borrower (the **"Loan Agreement"**) (collectively, the **"Obligations"**).

The Collateral shall consist of the following:

(a) Each of the trademarks, and rights and interests protectable as trademarks, which are presently, or in the future may be, owned, created, acquired or used (whether pursuant to a license or otherwise) by Borrower, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(b) All of Borrower's right, title and interest, in and to the trademarks and trademark registrations listed on Schedule A attached hereto, as the same may be updated hereafter from time to time;

(c) All of Borrower's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country, and to apply for, renew and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Borrower or in the name of Lender for past, present and future infringements of the trademarks, registrations or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(d) All general intangibles relating to the Collateral; and

(e) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

2. Warranties and Representations. Borrower hereby warrants and represents to Lender the following:

(a) A true and complete schedule setting forth all federal and state trademark registrations owned or controlled by Borrower or licensed to Borrower, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(b) Each of the trademarks and trademark registrations is valid and enforceable, and Borrower is not presently aware of any past, present or prospective claim by any third party that any of the trademarks are invalid or unenforceable, or that the use of any trademarks violates the rights of any third person, or of any basis for any such claims;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the trademarks and trademark registrations free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights and covenants by Borrower not to sue third persons;

(d) Borrower has used and will continue to use proper statutory notice in connection with its use of each of the trademarks;

(e) Borrower has used and will continue to use consistent standards of high quality (which may be consistent with Borrower's past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks;

(f) Except for the filing of financing statements with the Department of State for the State of New York, under the Uniform Commercial Code and filings with the United States Patent and Trademark Office to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Borrower of the security interest hereunder or for the execution, delivery or performance of this Agreement by Borrower or for the perfection of or the exercise by Lender of its rights hereunder to the Collateral in the United States.

3. After-Acquired Trademark Rights. If Borrower shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Borrower shall bear any expenses incurred in connection with future applications for trademark registration.

4. Litigation and Proceedings. Borrower shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Borrower shall provide to Lender any information with respect thereto requested by Lender. Lender shall provide at Borrower's expense all necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party. Following Borrower's becoming aware thereof, Borrower shall notify Lender of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state or foreign court regarding Borrower's claim of ownership in any of such trademarks, its right to apply for the same, or its right to keep and maintain such trademark rights.

5. Power of Attorney. Borrower hereby grants Lender power of attorney, effective upon the occurrence of an Event of Default and continuing unless and until any such Event of Default is expressly waived in writing, having the full authority, and in the place of Borrower and in the name of Borrower, from time to time in Lender's discretion to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of the Loan Agreement, appointment shall become effective and remain in effect upon the occurrence and

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continuation of a Suspension Event or an Event of Default, as those terms are defined in the Loan Agreement.

(a) To endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) To file any claims or take any action or institute any proceedings that Lender may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Lender's rights with respect to any of the Collateral and to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any person.

7. **Right to Inspect.** Borrower grants to Lender and its employees and agents the right to visit Borrower's plants and facilities which manufacture, inspect or store products sold under any of the trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

8. **Events of Default.** Any of the following events shall be an Event of Default:

(a) Borrower fails to perform any covenant hereof ;

(b) The determination that any representation or warranty hereunder was not or is not true or complete in any material respect; or

(c) the occurrence of an Event of Default as that term is defined in the Loan Agreement.

9. **Specific Remedies.** Upon the occurrence of any Event of Default, as described in the Loan Agreement or herein, in addition to any remedies under the Loan Agreement:

(a) Lender may cease advancing money or extending credit to or for the benefit of Borrower under the Loan Agreement or under any other agreement between Borrower and Lender.

(b) Lender may declare all Obligations to be due and payable immediately, whereupon they shall immediately become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Borrower;

(c) Lender may set off against the Obligations all Collateral, balances, credits, deposits, accounts or moneys of Borrower then or thereafter held with Lender, including amounts represented by certificates of deposit;

(d) Intentionally deleted;

(e) Lender may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Lender deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Borrower ten (10) days prior to such disposition. Borrower shall be credited with the net proceeds of such sale only when they are actually received by Lender, and Borrower shall continue to be liable for any deficiency remaining after the Collateral is sold or collected;

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(f) If the sale is to be a public sale, Lender shall also give notice of the time and place by publishing a notice one time at least ten (10) calendar days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(g) To the maximum extent permitted by applicable law, Lender may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any Collateral payable by Lender at such sale.

10. Governing Law. All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Borrower and Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

THE GREAT TRAIN STORE COMPANY

By: Cheryl A. Taylor
Cheryl A. Taylor
Its: Vice President

PARAGON CAPITAL LLC

By: Robert J. Shusterman
Robert J. Shusterman
Its: Executive Vice President

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk

April 6, 1999

Then personally appeared the above named, Cheryl A. Taylor Vice Pres. and acknowledged the foregoing instrument to be the free act and deed of The Great Train Store Company, before me,

Notary Public
My Commission Expires:

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Mary Ellen Welch Rogers
NOTARY PUBLIC
My commission expires Aug. 14, 2003

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COMMONWEALTH OF MASSACHUSETTS

County of Suffolk April 6, 1999

Then personally appeared the above named, Robert J. Shusterman, Executive Vice President, and acknowledged the foregoing instrument to be the free act and deed of Paragon Capital LLC, before me,

Notary Public
My Commission Expires:

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EXHIBIT A

THE GREAT TRAIN STORE COMPANY
TRADEMARK/SERVICE MARK APPLICATIONS & REGISTRATIONS

March 26, 1999

Location of Registration	Mark Name	Application Number	Registration Number	Registration Date	Class No.	Next Action Due	Notes
Missouri	The Great Train Store	N/A	S9142	6/13/96	101	Renewal Due 6/12/2006	
US	The Great Train Store & Design	627,968	1,456,961	9/8/87	42	Cancelled	Replaced by Reg. No. 1,970,789
US	The Great Train Store & Design	74/498,071	1,970,789	4/30/96	42	8 & 15 Due 4/30/01 - 4/30/02	Replaces Reg. No. 1,456,961
US	The Great Train Store	74/121,592	1,695,043	6/16/92	42	Cancelled	Replaced by App. No. 75/509,534
US	The Great Train Store	75/509,534			35	Pending. Response to Office Action Due 9/17/99	
US	The Great Train Store & Design	74/121,595	1,696,020	6/23/92	16	Renewal Due 6/23/2002	8 & 15 Accepted by Trademark Office
US	The Great Train Store & Design	74/121,594	1,679,471	3/17/92	25	Renewal Due 3/17/2002	8 & 15 Accepted by Trademark Office
US	More Trains Than You Ever Imagined	74/582,979	1,924,313	10/3/95	42	8 & 15 Due 10/3/00 - 10/3/01	
US	The Train Depot	75/379,526	2,217,225	1/12/99	35	8 & 15 Due 1/12/04 - 1/12/05	
US	The Great Train Store Express	75/379,511			35	Pending. Response to Office Action Due 6/8/99	
US	Iron Horse	75/579,511			21 & 25	Pending	Application Filed 10/29/1998
US Supplemental Register	The Great Train Store	603,161	1,428,017	2/3/87	42	Cancelled	Re-filed on Principal Register as 1,695,043. 1,696,043 cancelled because 8 & 15 filed too late.
Canada	The Great Train Store	756,222	TMA 459,315	6/14/96		Renewal Due 6/14/2011	
Canada	The Great Train Store & Design	750,944	TMA 474,169	4/4/97		Renewal Due 4/4/2012	
Canada	More Trains Than You Ever Imagined	891,962				Pending	Application Filed 9/30/1998

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Location of Registration	Mark Name	Application Number	Registration Number	Registration Date	Class No.	Next Action Due	Notes
Japan	The Great Train Store	8(1996)-47477	4102604	1/16/98	28	Renewal Due 1/16/2008	
Japan	The Great American Train Store	8(1996)-47478	4102605	1/16/98	28	Renewal Due 1/16/2008	
United Kingdom	The Great Train Store	2107939			28	Refused	Refused by UK Trademark Office. Replaced by European Community Application No. 604447
United Kingdom	The Great American Train Store	2107938			28	Refused	Refused by UK Trademark Office. Replaced by European Community Application No. 604348
European Community	The Great Train Store	604447			28	Pending	Application Filed 7/31/1997. Published for opposition 6/8/1998.
European Community	The Great American Train Store	604348	604348	7/31/1997	28	Renewal Due 7/31/2007	

THE GREAT TRAIN STORE COMPANY PATENT REGISTRATION

Location of Registration	Name	Patent Number	Date of Patent	Renewal Due	Notes
US	Model Railroad Train Trestle Section	317,166	5/28/91	14 Years	

Unless otherwise noted, all U.S. marks are filed on the Principal Register of the U.S. Patent and Trademark Office.

8 & 15 Affidavits must be filed between the fifth and sixth anniversary of the registration date of each U.S. mark or the registration will be cancelled.

Renewal applications for U.S. marks cannot be filed earlier than six months prior to the expiration of the registration.

U.S. marks registered prior to November 16, 1989 are for a term of 20 years. All U.S. marks registered after that date are for a term of 10 years. Any renewals issued on U.S. marks will only be for a term of 10 years

Effective January 1, 1997, retail store services which were previously classified in Class 42 were moved to Class 35; therefore, any applications filed after January 1, 1997 for retail store services were filed in Class 35 to comply with the new Trademark Office regulations. Marks which were applied for and/or registered prior to January 1, 1997 will remain in Class 42.

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