

06-04-1999

FORM PTO-1594
(Rev. 6-93)

IEET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



To the Honorable Commissioner of Paten

101056392

1 original documents or copy thereof.

1. Name of conveying party(ies):

Intervisual Books, Inc.
2716 Ocean Park Blvd., Suite 2020
Santa Monica, CA 90405

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

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

3. Nature of conveyance:

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

Execution Date: May 13, 1999



2. Name and address of receiving party(ies):

Name: Zindart Limited

Internal Address: c/o ChinaVest

Street Address: 160 Sansome Street, 18th Floor

City: San Francisco State: CA ZIP 94105

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation- Hong Kong
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment).
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,088,835; 2,220,382

Additional numbers attached? Yes No

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

Name: Cooley Godward LLP

Internal Address: Attn: Aaron Borden

Street Address: One Maritime Plaza, 20th Floor

City: San Francisco State: CA ZIP 94111

6. Total number of applications and registration involved: 2

7. Total fee (37 CFR 3.41):..... \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 03-3115

(Attach duplicate copy of this page 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.

Aaron Borden

May 26, 1999

Date

Total number of pages including cover sheet, attachments, and document: 9

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

06/03/1999 MTHA11 00000215 2088825

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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TRADEMARK
REEL: 001906 FRAME: 0309

**EXHIBIT A
COPYWRITES**

Description	Copywrite info	Registration/Application (publication) Date
Pull-N-Look Opposites	Not Filed	1998
Pull-N-Look Numbers	Not Filed	1998
Fairytales Puppet Theatre	TX4-359-383	10/8/96
GLOW MOON	Not Filed	1998
Star Light, Star Bright	Applied 11/16/98	1998
Crabs Grab	TX4-193-795	1/24/96
Time For Bed	TX4-117-795	9/25/95
Pop-Up Book of Big Trucks, The	TX3-227-332	1/9/92
Six Brave Explorers	TX3-345-536	6/17/92
Oh No! Santa	TX3-211-155	12/2/91
Owls Fly	TX4-200-868	1/19/86
New at the Zoo 2	Not Filed	1992
Ernest Nister's My Little Pets	TX3-199-388	11/19/91
Here Comes Santa!	Not Filed	1998
Hurray for Snow!	Not Filed	1998
Jingle Bells	TX3-146-702	9/16/91
Ernest Nister's Snowy Days	TX3-444-650	11/24/92
Ben's Box	Not Filed	1986
Ernest Nister's Little Dolls	TX3-199-387	11/19/91
Ernest Nister's Farmyard Friends	TX3-199-386	11/19/91
Night Before Christmas, The (ISP XMAS)	VA 340-321	2/15/89
Land of Sweet Surprises	Not Filed	1983
Hello Little Angel	Not Filed	1998
The Little Reindeer	Not Filed	1998
Oh My a Fly!	TX3-286-618	1/9/92
Toilet Book	TX4-358-638	8/5/96



**DOMESTIC REPRESENTATIVE
FOR ZINDART LIMITED**

is

ChinaVest
160 Sansome Street, 18th Floor
San Francisco, CA 94105

INTELLECTUAL PROPERTY SECURITY AGREEMENT



This Intellectual Property Security Agreement is entered into as of May 13, 1999 by and between **ZINDART LIMITED**, a Hong Kong corporation ("**Lender**") and **INTERVISUAL BOOKS, INC.**, a California corporation ("**Grantor**").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including, without limitation, those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

2716 Ocean Park Boulevard., Suite 2020

Santa Monica, California 90405

GRANTOR:

INTERVISUAL BOOKS, INC.

By: 

Name: Chairman & CEO

Title: Walden H. Hunt

Address of Lender:

c/o ChinaVest

160 Sansome Street, 18th Floor

San Francisco, California 94105

LENDER:

ZINDART LIMITED

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

GRANTOR:

2716 Ocean Park Boulevard., Suite 2020
Santa Monica, California 90405

INTERVISUAL BOOKS, INC.

By: _____

Name: _____


Title: _____

Address of Lender:

LENDER:

c/o ChinaVest
160 Sansome Street, 18th Floor
San Francisco, California 94105

ZINDART LIMITED

By:  _____

Name: _____

Title: _____

EXHIBIT A
COPYWRITES RIGHTS

Description	Copyright Info	Registration/Application (publication) Date
Busy Little Lamb	Applied 11/16/98	1998
Elvis Remembered	Not Filed	1997
Farm Faces	Not Filed	1997
Fire Engine Freddie to the Rescue!	Not Filed	1998
Fuzzy Bear Gets Dressed	Applied 11/16/98	1998
Goldilocks & the Three Bears	Not Filed	1998
Harley-Davidson: A Three-Dimensional Tribute to an American Icon	Not Filed	1998
I'm a Pink Piggy	Applied 11/16/98	1998
Jack & The Beanstalk	Not Filed	1998
Little Lost Duck	Applied 11/16/98	1998
Little Red Ridding Hood	Not Filed	1998
My Pets	TX4-583-703	6/13/97
My Toys	TX4-583-560	6/13/97
Playful Piggy	Not Filed	1998
Pull-N-Look Shapes	Not Filed	1998
Sailing Ships	TX1-424-314	10/10/84
Santa's Surprise	Not Filed	1998
Sharks	TX4-185-311	11/21/95
Take a Bow Cow	Not Filed	1998
The Alphabet Chest	Not Filed	1998
Three Little Pigs	Not Filed	1998
Tiny Tots	TX3-199-385	11/19/91
Twinkle, Twinkle Little Star	TX3-367-565	7/20/92
Who Says Moo?	Applied 11/16/98	1998
Wild Pirates	Not Filed	1989
Zoo Faces	Not Filed	1997
Choo Choo Charlie	TX4-670-678	11/12/97
Christmas: A Treasury of Photographs	Not Filed	1998
Pop-Up Potty Book, The	TX3-908-508	10/11/94
Our Beautiful Baby	Not Filed	1998
Medieval Castle	TX4-663-564	11/12/97
Edwardian Doll House	VA 760-529	11/21/95
Brush Your Teeth Please	TX4-117-765	9/25/95
Our New Baby	Not Filed	1990
Bugs	Applied 11/16/98	1998
Dinosaurs	Applied 11/16/98	1998
Time To Eat! (Colors)	Not Filed	1997
Time To Play! (Opposites)	Not Filed	1997
Things That Go	Not Filed	1998
Let's Count Bugs!	Not Filed	1998
Look What I Can Do!	Not Filed	1998
Egyptian Mummies	TX4-670-786	11/12/97
Dump Truck	Not Filed	1998
Fire Truck	Not Filed	1998
Bulldozer	Not Filed	1998
School Bus	Not Filed	1998
Icky Sticky Frog, The	Not Filed	1999
Baby's Memory Book	Not Filed	1985
Pull-N-Look Colors	Not Filed	1998

EXHIBIT B

PATENTS

Description	Registration/Application Number	Registration/Application Date
Enhanced children's book having rotatable mechanical pieces	Patent 5,871,237	Issue date 2/16/99
Children's book w/ hologram features	Patent 5,788,286	Issue date 8/4/98
Bendable figurine book	Patent 5,833,509	Issue date 11/10/98
Children's book construction	Patent 5,746,637	Issue date 5/5/98
*Toy train & book assembly	Serial No. 081976,169	Application date 11/21/97

* Patent pending

**EXHIBIT C
TRADEMARKS**

Description	Registration/Application Number	Registration/Application Date
Bugs in a Box and Design Lined for Color	2,088,835	August 19, 1997
Piggy Toes Press	2,220,382	January 26, 1999