

06-17-1999

FORM PTO-1594 (Rev. 8-93) OMB No. 0651-0011 (exp. 4-94)



3 SHEET 1-Y

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

101068311

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

1. Name of conveying party(ies):

The Upper Deck Company

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

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

3. Nature of conveyance:

6-10-99

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

Execution Date: 4-20-95

2. Name and address of receiving party(ies)

Name: Sun Life Insurance Company of America Corporate Finance Internal Address: 1 SunAmerica Center Street Address: Century City City: Los Angeles State: Calif. ZIP: 90067

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

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Frances E. Lossing Internal Address: O'Melveny & Myers Street Address: 400 South Hope Street City: Los Angeles, State: Calif. ZIP: 90071

6. Total number of applications and registrations involved:

83

7. Total fee (37 CFR 3.41) \$ 2090

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

2090E

9. Statement and signature.

In 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.

Frances E. Lossing

Signature

4-24-95

Name of Person Signing

Signature

Date

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

**SCHEDULE 5.11 - DOMESTIC TRADEMARKS
THE UPPER DECK COMPANY
NOTE PURCHASE AGREEMENTS**

Registered in	United States of America	Registration Number	Registration Date
Trademark	Description	International Number	Class

1. The Upper Deck Company	ALL ROOKIE TEAM for Trading Cards and Posters	1,851,454	8/30/94
2. The Upper Deck Company	COACHS REPORT for Trading Cards and Posters	1,841,819	6/28/94
3. The Upper Deck Company	FANIMATION for Trading Cards and Posters	1,851,453	8/30/94
4. The Upper Deck Company	HAT TRICKS for Trading Cards	1,870,537	12/27/94
5. The Upper Deck Company	LASERCHRON for Watches	1,728,585	10/27/92
6. The Upper Deck Company	ROOKIE FORCE for Trading Cards and Posters	1,851,452	8/30/94
7. The Upper Deck Company	SCRAPBOOK for Trading Cards and Posters	1,875,216	1/24/95
8. The Upper Deck Company	SCORING THREATS for Trading Cards and Posters	1,852,380	9/6/94
9. The Upper Deck Company	THE COLLECTOR'S CHOICE for Trading Cards and Holograms	1,586,725	3/13/90
10. The Upper Deck Company	UPPER DECK LOGO for Baseball Trading Cards and Team Holograms	1,589,910	4/3/90
11. The Upper Deck Company	YOUNG GUNS for Trading Cards and Posters	1,325,117	3/8/94
12. The Upper Deck Company	BEHIND THE GLASS for Trading Cards	74/471,681	12/17/93
13. The Upper Deck Company	BREAKAWAY THREATS for Trading Cards	74/471,680	12/17/93
14. The Upper Deck Company	CHALK TALK for Trading Cards, Stickers, Posters	74/509,512	4/6/94
15. The Upper Deck Company	EXECUTIVE BOARD for Trading Cards	74/451,579	10/26/93
16. The Upper Deck Company	FOLLOW YOUR DREAMS for Trading Cards, Stickers, Posters	74/509,409	4/6/94
17. The Upper Deck Company	HOLOJAM for Trading Cards	74/437,595	9/20/93
18. The Upper Deck Company	LOCKER TALK for Trading Cards	74/471,731	12/17/93

19. The Upper Deck Company	PLAYGROUND LEGENDS for Trading Cards	74/445,522	10/13/93
20. The Upper Deck Company	PROVIEW for Trading Cards	74/439,515	9/24/93
21. The Upper Deck Company	QUOTE BOOK for Trading Cards, Stickers, Posters	74/509,513	4/6/94
22. The Upper Deck Company	FANIMATION for Trading Cards	74/399,258	1/26/93
23. The Upper Deck Company	FANTASY COLLECTION for Trading Cards, Stickers, Posters	74/509,514	4/6/94
24. The Upper Deck Company	GAME FACES for Trading Cards and Posters	74/391,475	2/23/93
25. The Upper Deck Company	THE LONGSHOT for Trading Cards, Stickers, Posters	74/509,511	4/6/94
26. The Upper Deck Company	PREDICTOR SERIES for Trading Cards	74/489,690	2/14/94
27. The Upper Deck Company	ROAD TO THE SHOW for Trading Cards	74/583,050	10/6/94
28. The Upper Deck Company	ROOKIE FORCE for Trading Cards, Posters	74/399,256	6/7/93
29. The Upper Deck Company	SCORING THREATS for Trading Cards	74/399,260	6/7/93
30. The Upper Deck Company	SCRAPBOOK for Trading Cards, Posters	74/399,255	6/7/93
31. The Upper Deck Company	TRADITIONS OF EXCELLENCE for Trading Cards, Stickers, Posters	74/509,410	4/6/94
32. The Upper Deck Company	TRANSITIONS for Trading Cards	74/423,628	8/12/93
33. The Upper Deck Company	100 - POINT CLUB for Trading Cards	74/399,470	6/8/93
34. The Upper Deck Company	ALL ROOKIE TEAM for Trading Cards	74/399,261	5/11/93
35. The Upper Deck Company	EURO STARS (DESIGN) for Trading Cards, Posters	74/355,073	5/27/93
36. The Upper Deck Company	HAT TRICKS for Trading Cards	74/401,991	6/15/93
37. The Upper Deck Company	ICE GALLERY for Trading Cards	74/489,689	2/14/94
38. The Upper Deck Company	NEXT IN LINE for Trading Cards	N/A	12/2/94
39. The Upper Deck Company	NOBODY DOES HOCKEY LIKE UPPER DECK for Trading Cards	74/449,124	10/21/93
40. The Upper Deck Company	PROGRAM OF EXCELLENCE for Trading Cards	N/A	12/2/94
41. The Upper Deck Company	PROSPECTS for Trading Cards	74/439,513	9/24/93
42. The Upper Deck Company	PUCKS for Trading Cards	74/401,992	6/15/93
43. The Upper Deck Company	ROOKIE EXCHANGE for Trading Cards	74/404,321	6/22/93
44. The Upper Deck Company	SHOOTER'S EDGE for Trading Cards	74/489,472	2/14/94

45. The Upper Deck Company	SIGNATURE MOVES for Trading Cards	74/08,372	7/2/93
46. The Upper Deck Company	SILVER SKATES AND DESIGN for Trading Cards, Stickers, Posters	N/A	12/20/94
47. The Upper Deck Company	SILVER STICKS for Trading Cards	74/471,732	12/17/93
48. The Upper Deck Company	TEAM POINT LEADERS for Trading Cards	74/399,466	6/8/93
49. The Upper Deck Company	HOLOVIEW for Trading Cards	74/471,730	12/17/93
50. The Upper Deck Company	LIGHT F/X for Trading Cards, Stickers, Posters	74/599,535	11/16/94
51. The Upper Deck Company	LITHOGRAM for Trading Cards, Stickers, Posters	74/397,932	6/4/93
52. The Upper Deck Company	COLLECTOR'S CHOICE for Trading Cards, Stickers, Posters, Sweatshirts, T-shirts, Caps	74/437,593	9/20/93
53. The Upper Deck Company	ELECTIC for Trading Cards	N/A	12/2/94
54. The Upper Deck Company	NOBODY DOES PHONE CARDS LIKE UPPER DECK I for Trading Cards	N/A	12/2/94
55. The Upper Deck Company	PYRAMID for Trading Cards/Comics, Stickers, Posters, Clothing	74/397,933	6/4/93
56. The Upper Deck Company	SP (Design) for Trading Cards	74/418,251	7/20/93
57. The Upper Deck Company	UPPER DECK for Knapsacks	74/451,002	10/25/93
58. The Upper Deck Company	UPPER DECK for Debit Cards	N/A	12/2/94
59. The Upper Deck Company	UPPER DECK & DESIGN for Trading Cards (Sports & Non-Sports)	74/417,947	10/18/93
60. The Upper Deck Company	UPPER DECK & DESIGN for Chewing Bubble Gum	74/472,309	12/16/93
61. The Upper Deck Company	UPPER DECK & DESIGN for Sports Drinks	N/A	10/28/94
62. The Upper Deck Company	UPPER DECK for Sports Drinks	N/A	10/28/94
63. The Upper Deck Company	UPPER DECK for Collector's Plates, Porcelain Mugs	N/A	10/28/94
64. The Upper Deck Company	UPPER DECK & DESIGN for Collector's Plates, Porcelain Mugs	N/A	10/28/94
65. The Upper Deck Company	UPPER DECK for Lithographs, Animation Cels	N/A	10/28/94
66. The Upper Deck Company	UPPER DECK & DESIGN for Lithographs, Animation Cels	N/A	10/28/94
67. The Upper Deck Company	UPPER DECK & DESIGN for Pins, Watches, Precious Metal Trading Cards	N/A	10/28/94

68. The Upper Deck Company	UPPER DECK for Pins, Watches, Precious Metal Trading Cards	74/593,149	10/31/94
69. The Upper Deck Company	UPPER DECK & DESIGN for Blankets, Bed Sheets, Pillow Cases, Towels	74/593,150	10/31/94
70. The Upper Deck Company	UPPER DECK for Blankets, Bed Sheets, Pillow Cases, Towels	N/A	10/28/94
71. The Upper Deck Company	DIAMOND GALLERY for Trading Cards, Posters	N/A	12/2/94
72. The Upper Deck Company	DIAMONDS IN THE ROUGH for Trading Cards, Posters	N/A	12/2/94
73. The Upper Deck Company	FOLD OUTS for Trading Cards	74/404,313	6/22/93
74. The Upper Deck Company	GLOW STARS for Trading Cards	74/401,994	6/15/93
75. The Upper Deck Company	HEROES OF BASEBALL for Trading Cards, Clothing, Sporting Events	74/449,122	10/21/93
76. The Upper Deck Company	HOMERUN DERBY for Trading Cards, Stickers, Posters	74/509,411	4/6/94
77. The Upper Deck Company	OFF THE WIRE for Trading Cards, Stickers, Posters	N/A	9/19/94
78. The Upper Deck Company	PREMIER PROSPECTS for Trading Cards, Posters	N/A	12/2/94
79. The Upper Deck Company	SPECIAL F/X for Trading Cards, Stickers, Posters	74/509,412	4/6/94
80. The Upper Deck Company	STARS OF TOMORROW for Trading Cards	N/A	12/2/94
81. The Upper Deck Company	THEN & NOW (w/design) for Trading Cards	74/435,185	9/14/93
82. The Upper Deck Company	YOU CRASH THE CARD for Trading Cards, Posters	74/452,682	
83. The Upper Deck Company	IMAGE DECK for Trading Cards	74/401989	6/15/93

**TRADEMARK COLLATERAL
SECURITY AGREEMENT AND CONDITIONAL FUTURE ASSIGNMENT**

This **TRADEMARK COLLATERAL SECURITY AGREEMENT AND CONDITIONAL FUTURE ASSIGNMENT** (this "Agreement") is dated as of April 20, 1995 and entered into by and between **THE UPPER DECK COMPANY**, a California subchapter S corporation ("**Grantor**"), and **SUN LIFE INSURANCE COMPANY OF AMERICA**, as collateral agent for and representative of (in such capacity herein called "**Secured Party**") the holders ("**Holders**") of the Notes (as hereinafter defined).

PRELIMINARY STATEMENTS

A. Holders have purchased the Notes (the "Notes") issued by Grantor pursuant to a Note Purchase Agreement dated as of April 20, 1995 (said Note Purchase Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "Note Purchase Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined).

B. Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (collectively, the "**Trademarks**").

C. Secured Party desires to become a secured creditor with respect to and, under the circumstances described herein, an assignee of all of the existing and future Trademarks, all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (the "**Registrations**"), all common law and other rights in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), all goodwill of Grantor's business symbolized by the Trademarks and associated therewith, including without limitation the documents and things described in Section 1(b) (the "**Associated Goodwill**"), and all proceeds of the Trademarks, the Registrations, the Trademark Rights and the Associated Goodwill, and Grantor agrees to create a secured and protected interest in the Trademarks, the Registrations, the Trademark Rights, the Associated Goodwill and all the proceeds thereof as provided herein.

D. Pursuant to the Company Security Agreement, Grantor has granted to Secured Party a lien on and security interest in, among other assets, the machinery, equipment, and instruments relating to the products and services sold or

delivered under or in connection with the Trademarks such that, upon the occurrence and during the continuation of an Event of Default, Secured Party would be able to exercise its remedies consistent with the Security Agreement, this Agreement and applicable law to foreclose upon Grantor's business and use the Trademarks, the Registrations and the Trademark Rights in conjunction with the continued operation of such business, maintaining substantially the same product and service specifications and quality as maintained by Grantor, and benefit from the Associated Goodwill.

E. Upon the occurrence and during the continuation of a Special Event of Default (as hereafter defined), and to permit Secured Party to operate Grantor's business without interruption and to use the Trademarks, Registrations, Trademark Rights and Associated Goodwill in conjunction therewith, Grantor is willing to grant to Secured Party the conditional assignment of Grantor's entire right, title and interest in and to the Collateral (as hereinafter defined) and to appoint Secured Party as Grantor's attorney-in-law and attorney-in-fact to execute documents and take actions to confirm said assignments. A "Special Event of Default" is an Event of Default under paragraph (a), (b), (g) or (h) of Section 11 of the Note Purchase Agreement.

F. It is a condition precedent to the purchase of the Notes under the Note Purchase Agreement that Grantor shall have granted the security interests and made the conditional assignment and undertaken the obligations contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce Holders to purchase the Notes and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby agrees with Secured Party as follows:

SECTION 1. Grant of Security. Grantor hereby assigns to Secured Party, and hereby grants to Secured Party a security interest in, all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Collateral**"):

(a) each of the Trademarks and rights and interests in Trademarks which are presently, or in the future may be, owned, held (whether pursuant to a license or otherwise) or used by Grantor, in whole or in part (including, without limitation, the Trademarks specifically identified in Schedule A annexed hereto, as the same may be amended pursuant hereto from time to time), and including all Trademark Rights with respect thereto and all federal, state and foreign Registrations therefor heretofore or hereafter granted or applied for, the right (but not the obligation) to register claims under any state or federal

trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend the Trademarks, Registrations and Trademark Rights, the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Secured Party or otherwise 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; it being understood that the rights and interests included herein shall include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of Grantor pertaining to the Trademarks, Registrations or Trademark Rights presently or in the future owned or used by third parties but, in the case of third parties which are not Affiliates of Grantor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties;

(b) the following documents and things in Grantor's possession, or subject to Grantor's right to possession, related to (Y) the production, sale and delivery by Grantor, or by any Affiliate, licensee or subcontractor of Grantor, of products or services sold or delivered by or under the authority of Grantor in connection with the Trademarks, Registrations or Trademark Rights (which products and services shall, for purposes of this Agreement, be deemed to include, without limitation, products and services sold or delivered pursuant to merchandising operations utilizing any Trademarks, Registrations or Trademark Rights); or (Z) any retail or other merchandising operations conducted under the name of or in connection with the Trademarks, Registrations or Trademark Rights by Grantor or any Affiliate, licensee or subcontractor of Grantor:

(i) all lists and ancillary documents that identify and describe any of Grantor's customers, or those of its Affiliates, licensees or subcontractors, for products sold and services delivered under or in connection with the Trademarks or Trademark Rights, including without limitation any lists and ancillary documents that contain a customer's name and address, the name and address of any of its warehouses, branches or other places of business, the identity of the Person or Persons having the principal responsibility on a customer's behalf for ordering products or services of the kind supplied by Grantor, or the credit, payment, discount, delivery or other sale terms applicable to such customer, together with information setting forth the total purchases, by brand, product, service, style, size or other criteria, and the patterns of such purchases;

(ii) all product and service specification documents and production and quality control manuals used in the manufacture or delivery of products and services sold

or delivered under or in connection with the Trademarks or Trademark Rights;

(iii) all documents which reveal the name and address of any source of supply, and any terms of purchase and delivery, for any and all materials, components and services used in the production of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(iv) all documents constituting or concerning the then current or proposed advertising and promotion by Grantor or its Affiliates, licensees or subcontractors of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and services;

(c) all general intangibles relating to the Collateral;

(d) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon; and

(e) all proceeds, products, rents and profits (including without limitation license royalties and proceeds of infringement suits) of or from any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral. For purposes of this Agreement, the term "**proceeds**" includes whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

SECTION 2. Conditional Future Assignment.

(a) In addition to, and not by way of limitation of, the granting of a security interest in the Collateral pursuant to Section 1, Grantor hereby, effective upon the occurrence of a Special Event of Default and upon written notice from Secured Party, grants, sells, conveys, transfers, assigns and sets over to Secured Party, for its benefit and the ratable benefit of Holders, all of Grantor's right, title and interest in and to the Collateral, including without limitation Grantor's right, title

and interest in and to the Trademarks identified in Schedule A annexed hereto, the goodwill of the business symbolized by said Trademarks and all Registrations relating to said Trademarks.

(b) Secured Party hereby grants to Grantor a license (exercisable without payment of royalty or other compensation to Secured Party) to use, license or sublicense any of the Trademarks, Registrations and Trademark Rights, effective on the date of an assignment pursuant to this Section, which license shall be irrevocable until such time as Secured Party shall, pursuant to the Company Security Agreement have exercised its rights to take possession, become the owner of or otherwise dispose of the Collateral (as defined therein, excluding the Trademarks, Registrations and Trademark Rights) or Bank of America National Trust and Savings Association shall have exercised its rights to take possession of, to become the owner of or otherwise to dispose of such Collateral, excluding the Trademarks, Registrations and Trademark Rights. Grantor hereby agrees to maintain a high level of quality in the products, services and any related documentation, packaging and advertising materials used in connection with the Trademarks, Registrations and Trademark Rights licensed to Grantor hereunder. Upon written request, Grantor agrees to provide Secured Party samples of products, services and any related documentation, packaging and advertising materials used in connection with the Trademarks, Registrations and Trademark Rights licensed to Grantor hereunder for the purpose of quality control inspection by Secured Party.

SECTION 3. Security for Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a)), of all obligations and liabilities of every nature of Grantor now or hereafter existing under or arising out of or in connection with the Notes, the Note Purchase Agreement and the other Note Documents and all extensions or renewals thereof, whether for principal, interest (including without limitation interest that, but for the filing of a petition in bankruptcy with respect to Grantor, would accrue on such obligations), fees, expenses, indemnities or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Secured Party or any Holder as a preference, fraudulent transfer or otherwise (all such obligations and liabilities being the "**Underlying Debt**"), and all obligations of

every nature of Grantor now or hereafter existing under this Agreement (all such obligations of Grantor, together with the Underlying Debt, being the "**Secured Obligations**").

SECTION 4. Grantor Remains Liable. Anything contained herein to the contrary notwithstanding, (a) Grantor shall remain liable under any contracts and agreements included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Secured Party of any of its rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) Secured Party shall not have any obligation or liability under any contracts and agreements included in the Collateral by reason of this Agreement, nor shall Secured Party be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 5. Representations and Warranties. Grantor represents and warrants as follows:

(a) **Description of Collateral.** A true and complete list of all Trademarks, Registrations and Trademark Rights owned, held (whether pursuant to a license or otherwise) or used by Grantor, in whole or in part, as of the date of this Agreement is set forth in Schedule A annexed hereto.

(b) **Validity and Enforceability of Collateral.** Each of the Trademarks, Registrations and Trademark Rights is valid, subsisting and enforceable and Grantor is not aware of any pending or threatened claim by any third party that any of the Trademarks, Registrations or Trademark Rights is invalid or unenforceable or that the use of any of the Trademarks, Registrations or Trademark Rights violates the rights of any third person or of any basis for any such claim.

(c) **Ownership of Collateral.** Except for the security interest and conditional assignment created by this Agreement, Grantor owns the Collateral free and clear of any Lien. Except such as may have been filed in favor of Secured Party relating to this Agreement and other Liens permitted by Section 10.3 of the Note Purchase Agreement, (i) no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any filing or recording office and (ii) no effective filing covering all or any part of the Collateral is on file in the United States Patent and Trademark Office.

(d) Office Locations; Other Names. The chief place of business, the chief executive office and the office where Grantor keeps its records regarding the Collateral is, and has been for the four month period preceding the date hereof, located at 5909 Sea Otter Place, Carlsbad, California 92008. Grantor has not in the past done, and does not now do, business under any other name (including any trade-name or fictitious business name) except those specified on Schedule A.

(e) Governmental Authorizations. No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for either (i) the grant by Grantor of the security interest and conditional assignment granted hereby, (ii) the execution, delivery or performance of this Agreement by Grantor, or (iii) the perfection of or the exercise by Secured Party of its rights and remedies hereunder (except as may have been taken by or at the direction of Grantor), other than the filing of UCC financing statements and filings in the United States Patent and Trademark Office made pursuant to the Note Purchase Agreement.

(f) Perfection. This Agreement, together with the filing of a financing statement describing the Collateral with the Secretary of State of the State of California and the recording of this Agreement with the United States Patent and Trademark Office creates a valid, perfected and first priority security interest in the Collateral, securing the payment of the Secured Obligations, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly made or taken.

(g) Other Information. All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Collateral is accurate and complete in all Material respects.

SECTION 6. Further Assurances; New Trademarks, Registrations and Trademark Rights.

(a) Grantor agrees that from time to time, at the expense of Grantor, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Secured Party may request, in order to perfect and protect any security interest or future conditional assignment granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Grantor will: (i) at the request of Secured Party, mark conspicuously each of its records pertaining to the Collateral with a legend, in form and substance satisfactory to Secured Party, indicating that such Collateral is subject to the security interest granted hereby, (ii) execute and file such financing or continuation statements,

or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as Secured Party may request, in order to perfect and preserve the security interests granted or purported to be granted hereby, (iii) use its best efforts to obtain any necessary consents of third parties to the grant and perfection of a security interest and assignment to Secured Party with respect to any Collateral, (iv) at any reasonable time, upon request by Secured Party, exhibit the Collateral to and allow inspection of the Collateral by Secured Party, or persons designated by Secured Party, and (v) at Secured Party's request, appear in and defend any action or proceeding that is reasonably likely to materially adversely affect Grantor's title to or Secured Party's security interest in all or any part of the Collateral.

(b) Grantor hereby authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of Grantor. Grantor agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement signed by Grantor shall be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions.

(c) Grantor hereby authorizes Secured Party to modify this Agreement without obtaining Grantor's approval of or signature to such modification by amending Schedule A annexed hereto to include reference to any right, title or interest in any existing Trademark, Registration or Trademark Right or any Trademark, Registration or Trademark Right acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademark, Registration or Trademark Right in which Grantor no longer has or claims any right, title or interest.

(d) Grantor will furnish to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail.

(e) If Grantor shall obtain rights to any new Trademarks, Registrations or Trademark Rights, the provisions of this Agreement shall automatically apply thereto. Grantor shall promptly notify Secured Party in writing of any rights to any new Trademarks or Trademark Rights acquired by Grantor after the date hereof and of any Registrations issued or applications for Registration made after the date hereof. Concurrently with the filing of an application for Registration for any Trademark, Grantor shall execute, deliver and record in all places where this Agreement is recorded an appropriate Trademark Collateral Security Agreement and Conditional Future Assignment, substantially in the form hereof, with appropriate insertions,

or an amendment to this Agreement, in form and substance satisfactory to Secured Party, pursuant to which Grantor shall grant a security interest and conditional assignment to the extent of its interest in such Registration as provided herein to Secured Party unless so doing would, in the reasonable judgment of Grantor, after due inquiry, result in the grant of a Registration in the name of Secured Party, in which event Grantor shall give written notice to Secured Party as soon as reasonably practicable and the filing shall instead be undertaken as soon as practicable but in no case later than immediately following the grant of the Registration.

SECTION 7. Certain Covenants of Grantor. Grantor shall:

(a) not use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral;

(b) notify Secured Party of any change in Grantor's name, identity or corporate structure within 15 days of such change;

(c) give Secured Party 30 days' prior written notice of any change in Grantor's chief place of business or chief executive office or the office where Grantor keeps its records regarding the Collateral;

(d) pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Collateral, except to the extent the validity thereof is being contested in good faith; provided that Grantor shall in any event pay such taxes, assessments, charges, levies or claims not later than five days prior to the date of any proposed sale under any judgment, writ or warrant of attachment entered or filed against Grantor or any of the Collateral as a result of the failure to make such payment;

(e) not sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral, except as permitted by the Note Purchase Agreement;

(f) except for the security interest and conditional assignment created by this Agreement, not create or suffer to exist any Lien upon or with respect to any of the Collateral to secure the indebtedness or other obligations of any Person;

(g) diligently keep reasonable records respecting the Collateral and at all times keep at least one complete set of its records concerning substantially all of the Trademarks,

Registrations and Trademark Rights at its chief executive office or principal place of business;

(h) not permit the inclusion in any contract to which it becomes a party of any provision that could or might in any way impair or prevent the creation of a security interest in, or the assignment of, Grantor's rights and interests in any property included within the definitions of any Trademarks, Registrations, Trademark Rights and Associated Goodwill acquired under such contracts;

(i) take all steps necessary to protect the secrecy of all trade secrets relating to the products and services sold or delivered under or in connection with the Trademarks and Trademark Rights, including without limitation entering into confidentiality agreements with employees and labeling and restricting access to secret information and documents;

(j) use proper statutory notice in connection with its use of each of the Trademarks, Registrations and Trademark Rights;

(k) use standards of high quality consistent with Grantor's past practices in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the Trademarks, Registrations and Trademark Rights, including, to the extent applicable, in the operation and maintenance of its retail stores and other merchandising operations; and

(l) upon any officer of Grantor obtaining knowledge thereof, promptly notify Secured Party in writing of any event that may materially and adversely affect the value of the Collateral or any portion thereof, the ability of Grantor or Secured Party to dispose of the Collateral or any Material portion thereof, or the rights and remedies of Secured Party in relation thereto, including without limitation the levy of any legal process against the Collateral or any portion thereof.

SECTION 8. Certain Inspection Rights. Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit Grantor's and any of its Affiliate's or subcontractor's plants, facilities and other places of business that are utilized in connection with the manufacture, production, inspection, storage or sale of products and services sold or delivered under any of the Trademarks, Registrations or Trademark Rights (or which were so utilized during the prior six month period), and to inspect the quality control and all other records relating thereto upon reasonable notice to Grantor and as often as may be reasonably requested.

SECTION 9. Amounts Payable in Respect of the Collateral. Except as otherwise provided in this Section 9,

Grantor shall continue to collect, at its own expense, all amounts due or to become due to Grantor in respect of the Collateral or any portion thereof. In connection with such collections, Grantor may take (and, at Secured Party's direction, shall take) such action as Grantor or Secured Party may reasonably deem necessary or advisable to enforce collection of such amounts; provided, however, that Secured Party shall have the right at any time, upon the occurrence and during the continuation of an Event of Default and upon written notice to Grantor of its intention to do so, to notify the obligors with respect to any such amounts of the existence of the security interest created, and , with respect to a Special Event of Default, the future conditional assignment effected hereby, and to direct such obligors to make payment of all such amounts directly to Secured Party, and, upon such notification and at the expense of Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Grantor might have done. After receipt by Grantor of the notice from Secured Party referred to in the proviso to the preceding sentence, (i) all amounts and proceeds (including checks and other instruments) received by Grantor in respect of amounts due to Grantor in respect of the Collateral or any portion thereof shall be received in trust for the benefit of Secured Party hereunder, shall be segregated from other funds of Grantor and shall be forthwith paid over or delivered to Secured Party in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 17, and (ii) Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

SECTION 10. Trademark Applications and Litigation.

(a) Grantor shall have the duty diligently, through counsel reasonably acceptable to Secured Party, to prosecute any trademark application relating to any of the Trademarks specifically identified in Schedule A annexed hereto that is pending as of the date of this Agreement, to make federal application on any existing or future registerable but unregistered Trademarks, and to file and prosecute opposition and cancellation proceedings, renew Registrations and do any and all acts which are necessary or desirable to preserve and maintain all rights in all Material Trademarks, Registrations and Trademark Rights. Any expenses incurred in connection therewith shall be borne solely by Grantor. Grantor shall not abandon any Trademark, Registration or Trademark Right, if the result of such abandonment would have a Material Adverse Effect.

(b) Except as provided in Section 10(d) and notwithstanding Section 2, Grantor shall have the right to commence and prosecute in its own name, as real party in interest, for its own

benefit and at its own expense, such suits, proceedings or other actions for infringement, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Collateral. Secured Party shall provide, at Grantor's expense, all reasonable and necessary cooperation in connection with any such suit, proceeding or action including, without limitation, joining as a necessary party.

(c) Grantor shall promptly, following its becoming aware thereof, notify Secured Party of the institution of, or of any adverse determination in, any proceeding (whether in the United States Patent and Trademark Office or any federal, state, local or foreign court) described in Section 10(a) or 10(b) or regarding Grantor's claim of ownership in or right to use any of the Trademarks, Registrations or Trademark Rights, its right to register the same, or its right to keep and maintain such Registration. Grantor shall provide to Secured Party any information with respect thereto requested by Secured Party.

(d) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default, Secured Party shall have the right (but not the obligation) to bring suit, in the name of Grantor, Secured Party or otherwise, to enforce any Trademark, Registration, Trademark Right, Associated Goodwill and any license thereunder, in which event Grantor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Secured Party as provided in Section 18 in connection with the exercise of its rights under this Section 10. To the extent that Secured Party shall elect not to bring suit to enforce any Trademark, Registration, Trademark Right, Associated Goodwill or any license thereunder as provided in this Section 10(d), Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of the Trademarks, Registrations, Trademark Rights or Associated Goodwill by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing necessary to prevent such infringement.

SECTION 11. Non-Disturbance Agreements, etc. If and to the extent that Grantor is permitted to license the Collateral, Secured Party shall enter into a non-disturbance agreement or other similar arrangement, at Grantor's request and expense, with Grantor and any licensee of any Collateral permitted hereunder in form and substance satisfactory to Secured Party pursuant to which (a) Secured Party shall agree not to disturb or interfere with such licensee's rights under its license agreement with Grantor so long as such licensee is not in default thereunder and (b) such licensee shall acknowledge and agree that the Collateral licensed to it is subject to the security interest

and conditional assignment created in favor of Secured Party and the other terms of this Agreement.

SECTION 12. Reassignment of Collateral. If (a) a Special Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (b) no other Special Event of Default shall have occurred and be continuing, (c) an assignment to Secured Party of any rights, title and interests in and to the Collateral shall have been previously made and shall have become absolute and effective pursuant to Section 2, Section 13(f) or Section 16(b), and (d) the Secured Obligations shall not have become immediately due and payable, upon the written request of Grantor and the written consent of Secured Party, Secured Party shall promptly execute and deliver to Grantor such assignments as may be necessary to reassign to Grantor any such rights, title and interests as may have been assigned to Secured Party as aforesaid, subject to any disposition thereof that may have been made by Secured Party pursuant hereto; provided that, after giving effect to such reassignment, Secured Party's security interest and conditional assignment granted pursuant to Section 1 and Section 2, as well as all other rights and remedies of Secured Party granted hereunder, shall continue to be in full force and effect; and provided, further that the rights, title and interests so reassigned shall be free and clear of all Liens other than Liens (if any) encumbering such rights, title and interest at the time of their assignment to Secured Party or Liens permitted under the Note Purchase Agreement.

SECTION 13. Secured Party Appointed Attorney-in-Fact. Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Secured Party or otherwise, from time to time in Secured Party's discretion to take any action and to execute any instrument that Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, upon the occurrence and during the continuation of an Event of Default, including without limitation:

(a) to endorse Grantor's name on all applications, documents, papers and instruments necessary for Secured Party in the use or maintenance of the Collateral;

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

(c) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above;

(d) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Collateral;

(e) to pay or discharge taxes or Liens (other than Liens permitted under this Agreement or the Note Purchase Agreement) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Secured Party in its sole discretion, any such payments made by Secured Party to become obligations of Grantor to Secured Party, due and payable immediately without demand; and

(f) if such Event of Default is a Special Event of Default, (i) to execute and deliver any of the assignments or documents requested by Secured Party pursuant to Section 16(b), (ii) to grant or issue an exclusive or non-exclusive license to the Collateral or any portion thereof to any Person, and (iii) otherwise generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and Grantor's expense, at any time or from time to time, all acts and things that Secured Party deems necessary to protect, preserve or realize upon the Collateral and Secured Party's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as Grantor might do.

SECTION 14. Secured Party May Perform. If Grantor fails to perform any agreement contained herein, Secured Party may itself perform, or cause performance of, such agreement, and the reasonable expenses of Secured Party incurred in connection therewith shall be payable by Grantor under Section 18.

SECTION 15. Standard of Care. The powers conferred on Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Secured Party accords its own property.

SECTION 16. Remedies. If any Event of Default shall have occurred and be continuing:

(a) Secured Party may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code as in effect in any relevant jurisdiction (the "Code") (whether or not the Code applies to the affected Collateral), and also may (i) require Grantor to, and Grantor hereby agrees that it will at its expense and upon request of Secured Party forthwith, assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties, (ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process, (iii) prior to the disposition of the Collateral, store the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent Secured Party deems appropriate, (iv) take possession of Grantor's premises or place custodians in exclusive control thereof, remain on such premises and use the same for the purpose of taking any actions described in the preceding clause (iii) and collecting any Secured Obligation, (v) exercise any and all rights and remedies of Grantor under or in connection with the contracts related to the Collateral or otherwise in respect of the Collateral, including without limitation any and all rights of Grantor to demand or otherwise require payment of any amount under, or performance of any provision of, such contracts, and (vi) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Secured Party may deem commercially reasonable. Secured Party or any Holder may be the purchaser of any or all of the Collateral at any such sale and Secured Party, as collateral agent for and representative of Holders (but not any Holder or Holders in its or their respective individual capacities unless Required Holders shall otherwise agree in writing), 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 such public sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by Secured Party at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of Grantor, and Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of

sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Grantor hereby waives any claims against Secured Party arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Secured Party accepts the first offer received and does not offer such Collateral to more than one offeree so long as such sale is commercially reasonable. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantor shall be liable for the deficiency and the fees of any attorneys employed by Secured Party to collect such deficiency.

(b) Upon written demand from Secured Party following the occurrence of a Special Event of Default which is continuing, Grantor shall execute and deliver to Secured Party an assignment or assignments of the Trademarks, Registrations, Trademark Rights and the Associated Goodwill and such other documents as are necessary or appropriate to carry out the intent and purposes of this Agreement; provided that the failure of Grantor to comply with such demand will not impair or affect the validity of the future conditional assignment effected by Section 2 or its effectiveness upon notice by Secured Party as specified in Section 2. Grantor agrees that such an assignment (including without limitation the future conditional assignment effected by Section 2) and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that Secured Party (or any Holder) receives cash proceeds in respect of the sale of, or other realization upon, the Collateral.

(c) Within five Business Days after written notice from Secured Party, Grantor shall, to the extent permitted by applicable law, make available to Secured Party, to the extent within Grantor's power and authority, such personnel in Grantor's employ on the date of such Special Event of Default as Secured Party may reasonably designate, by name, title or job responsibility, to permit Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by Grantor under or in connection with the Trademarks, Registrations and Trademark Rights, such persons to be available to perform their prior functions on Secured Party's behalf and to be compensated by Secured Party at Grantor's expense on a per diem, pro-rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default.

SECTION 17. Application of Proceeds. Except as expressly provided elsewhere in this Agreement, all proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral

may, in the discretion of Secured Party, be held by Secured Party as Collateral for, and/or then, or at any other time thereafter, applied in full or in part by Secured Party against, the Secured Obligations in the following order of priority:

FIRST: To the payment of all costs and expenses of such sale, collection or other realization, including reasonable compensation to Secured Party and its agents and counsel, and all other expenses, liabilities and advances made or incurred by Secured Party in connection therewith, and all amounts for which Secured Party is entitled to indemnification hereunder and all advances made by Secured Party hereunder for the account of Grantor, and to the payment of all costs and expenses paid or incurred by Secured Party in connection with the exercise of any right or remedy hereunder, all in accordance with Section 18;

SECOND: To the payment of all other Secured Obligations (for the ratable benefit of the holders thereof) and thereafter in such order as Secured Party shall elect; and

THIRD: To the payment to or upon the order of Grantor, or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

SECTION 18. Indemnity and Expenses.

(a) Grantor agrees to indemnify Secured Party and each Holder from and against any and all claims, losses and liabilities in any way relating to, growing out of or resulting from this Agreement and the transactions contemplated hereby (including, without limitation, enforcement of this Agreement), except to the extent such claims, losses or liabilities result solely from Secured Party's or such Holder's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

(b) Grantor shall pay to Secured Party upon demand the amount of any and all costs and expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that Secured Party incurs in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of Secured Party hereunder, or (iv) the failure by Grantor to perform or observe any of the provisions hereof.

SECTION 19. Continuing Security Interest and Conditional Assignment; Transfer of Notes. This Agreement shall create a continuing security interest in, and future conditional

assignment of, the Collateral and shall (a) remain in full force and effect until the indefeasible payment in full of the Secured Obligation, (b) be binding upon Grantor, its successors and assigns, and (c) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Holder may assign or otherwise transfer any Notes held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Holders herein or otherwise. Upon the indefeasible payment in full of all Secured Obligations, the security interest and conditional assignment granted hereby shall terminate and all rights to the Collateral shall revert to Grantor. Upon any such termination Secured Party will, at Grantor's expense, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

SECTION 20. Secured Party as Collateral Agent.

(a) Secured Party has been appointed to act as Secured Party hereunder by Holders. Secured Party shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement and the Note Purchase Agreement.

(b) Secured Party shall at all times be the same Person that is Collateral Agent under the Note Purchase Agreement. Written notice of resignation by Collateral Agent pursuant to the Note Purchase Agreement shall also constitute notice of resignation as Secured Party under this Agreement; removal of Collateral Agent pursuant to the Note Purchase Agreement shall also constitute removal as Secured Party under this Agreement; and appointment of a successor Collateral Agent pursuant to the Note Purchase Agreement shall also constitute appointment of a successor Secured Party under this Agreement. Upon the acceptance of any appointment as Collateral Agent of the Note Purchase Agreement by a successor Collateral Agent, that successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Secured Party under this Agreement, and the retiring or removed Secured Party under this Agreement shall promptly (i) transfer to such successor Secured Party all sums, securities and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Secured Party under this Agreement, and (ii) execute and deliver to such successor Secured Party such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor

Secured Party of the security interests created hereunder, whereupon such retiring or removed Secured Party shall be discharged from its duties and obligations under this Agreement. After any retiring or removed Collateral Agent's resignation or removal hereunder as Secured Party, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was Secured Party hereunder.

SECTION 21. Amendments; Etc. No amendment or waiver of any provision of this Agreement, or consent to any departure by Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

SECTION 22. Notices. Any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telexed or sent by telefacsimile or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service, upon receipt of telefacsimile or telex, or three Business Days after depositing it in the United States mail with postage prepaid and properly addressed. For the purposes hereof, the address of each party hereto shall be as set forth under such party's name on the signature pages hereof or, as to either party, such other address as shall be designated by such party in a written notice delivered to the other party hereto.

SECTION 23. Failure or Indulgence Not Waiver; Remedies Cumulative. No failure or delay on the part of Secured Party in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

SECTION 24. Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 25. Headings. Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

SECTION 26. Governing Law; Terms. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT TO THE EXTENT THAT THE CODE PROVIDES THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF CALIFORNIA. Unless otherwise defined herein or in the Note Purchase Agreement, terms used in Articles 8 and 9 of the Uniform Commercial Code in the State of California are used herein as therein defined.

SECTION 27. Consent to Jurisdiction and Service of Process. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST GRANTOR ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF CALIFORNIA, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. Grantor hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to Grantor at its address provided in Section 22, such service being hereby acknowledged by Grantor to be sufficient for personal jurisdiction in any action against Grantor in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of Secured Party to bring proceedings against Grantor in the courts of any other jurisdiction.

SECTION 28. Waiver of Jury Trial. GRANTOR AND SECURED PARTY HEREBY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including without limitation contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Grantor and Secured Party each acknowledge that this waiver is a material inducement for Grantor and Secured Party to enter into a business relationship, that Grantor and Secured Party have already relied on this waiver in entering into this Agreement and that each will continue to rely on this waiver in their related future dealings. Grantor and Secured Party further warrant and represent that each has reviewed this waiver with its legal counsel, and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO

THIS AGREEMENT. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

SECTION 29. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

THE UPPER DECK COMPANY

By: _____
Executive Vice President and Chief
Financial Officer

Notice Address:

5909 Sea Otter Place
Carlsbad, California 92008
Telecopy Number: (619) 929--6545

SUN LIFE INSURANCE COMPANY OF AMERICA, a s
Collateral Agent

By: *Yvonne Stever* _____

Notice Address:

One SunAmerica Center
Century City
Los Angeles, California 90067
Telecopy Number: (310) 772--6078

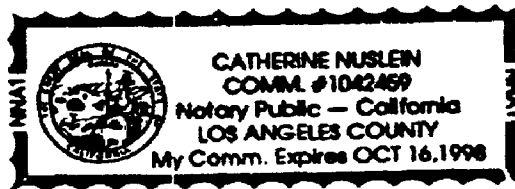
STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles) SS.:

on April 24, 1995, before me, Catherine Nuslein, a Notary Public in and for said State, personally appeared Yvonne Stevens, 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.

Signature

Catherine Nuslein (Seal)



IN WITNESS WHEREOF, Grantor and Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

THE UPPER DECK COMPANY

By: Sal J. Amatongde
Executive Vice President and Chief
Financial Officer

Notice Address:

5909 Sea Otter Place
Carlsbad, California 92008
Telecopy Number: (619) 929-6545

SUN LIFE INSURANCE COMPANY OF AMERICA, a s
Collateral Agent

By: _____

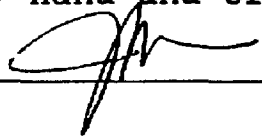
Notice Address:

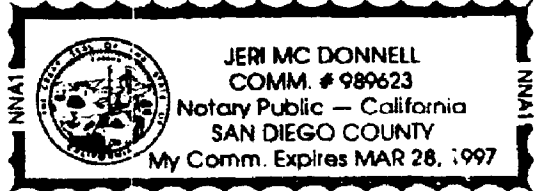
One SunAmerica Center
Century City
Los Angeles, California 90067
Telecopy Number: (310) 772-6078

STATE OF CALIFORNIA)
)
COUNTY OF San Diego) SS.:

On April 20, 1995, before me, Jeri Mc Donnell, a Notary Public in and for said State, personally appeared Sal L. Amatangelo, 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.

Signature  (Seal)



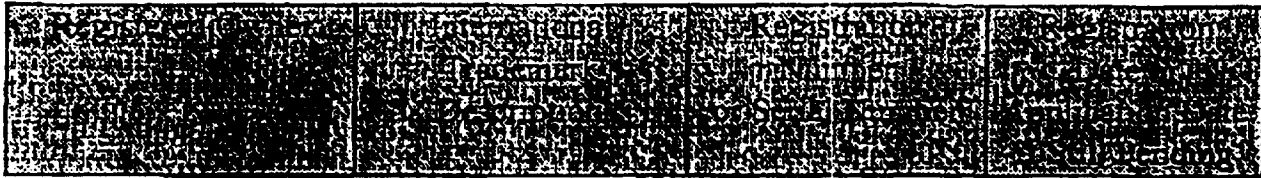
Schedule A - Trademarks

**See attached listings of
trademarks**

20887615
042095

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REEL: 001922 FRAME: 0927

**SCHEDULE 5.11 - DOMESTIC TRADEMARKS
THE UPPER DECK COMPANY
NOTE PURCHASE AGREEMENT**



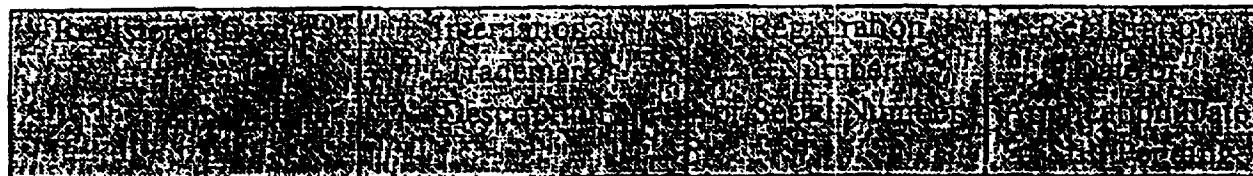
1. The Upper Deck Company	Argentina	UPPER DECK (words) in Class 14	1,873,332	3/31/94
2. The Upper Deck Company	Argentina	UPPER DECK (words) in Class 16	1,873,333	3/31/94
3. The Upper Deck Company	Argentina	UPPER DECK (words) in Class 20	1,873,334	3/31/94
4. The Upper Deck Company	Argentina	UPPER DECK (words) in Class 25	1,873,335	3/31/94
5. The Upper Deck Company	Argentina	UPPER DECK (words) in Class 28	1,873,336	3/31/94
6. The Upper Deck Company	Argentina	UPPER DECK (logo) in Class 14	1,873,327	3/31/94
7. The Upper Deck Company	Argentina	UPPER DECK (logo) in Class 16	1,873,328	3/31/94
8. The Upper Deck Company	Argentina	UPPER DECK (logo) in Class 20	1,873,329	3/31/94
9. The Upper Deck Company	Argentina	UPPER DECK (logo) in Class 25	1,873,330	3/31/94
10. The Upper Deck Company	Argentina	UPPER DECK (logo) in Class 28	1,873,331	3/31/94
11. The Upper Deck Company	Australia	UPPER DECK (logo) in Class 14	A598,151	12/22/94
12. The Upper Deck Company	Australia	UPPER DECK (logo) in Class 16	A598,152	1/12/95
13. The Upper Deck Company	Australia	UPPER DECK (logo) in Class 20	A598,153	12/22/94
14. The Upper Deck Company	Australia	UPPER DECK (logo) in Class 25	A598,156	6/9/94
15. The Upper Deck Company	Australia	UPPER DECK (logo) in Class 28	A598,155	12/22/94
16. The Upper Deck Company	Australia	UPPER DECK (logo) in Class 30	N/A	Filed 1992
17. The Upper Deck Company	Australia	UPPER DECK (words) in class 14	A599,568	4/1/93
18. The Upper Deck Company	Australia	UPPER DECK (words) in class 16	A599,569	1/19/95
19. The Upper Deck Company	Australia	UPPER DECK (words) in class 20	A599,570	6/16/94
20. The Upper Deck Company	Australia	UPPER DECK (words) in class 25	A599,571	4/19/93
21. The Upper Deck Company	Australia	UPPER DECK (words) in class 28	A599,572	7/7/94
22. The Upper Deck Company	Australia	UPPER DECK (words) in class 30	N/A	Filed 1992
23. The Upper Deck Company	Austria	UPPER DECK (words) in class 14, 16, 20, 25, 28, 30	142,926	7/13/92

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**SCHEDULE 5.11 - DOMESTIC TRADEMARKS
THE UPPER DECK COMPANY
NOTE PURCHASE AGREEMENT**



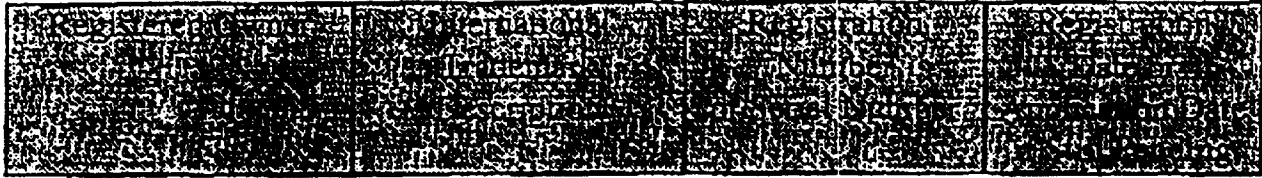
24.The Upper Deck Company	Austria	UPPER DECK (logo) in classes 14, 16, 20, 25, 28, 30	144,612	7/13/92
25.The Upper Deck Company	Austria	UPPER DECK (words) in classes 14, 16, 20, 25, 28	510,855	10/31/92
26.The Upper Deck Company	Austria	UPPER DECK (logo) in Classes 14, 16, 20, 25, 28	309,002	10/31/91
27.The Upper Deck Company	Bolivia	UPPER DECK (word) in Classes 14, 16, 20, 25, 28		Filed 1992
28.The Upper Deck Company	Bolivia	UPPER DECK (logo) in Class 14, 16, 20, 25, 28		
29.The Upper Deck Company	Brazil	UPPER DECK (words) in Class 9	817,351,477	10/21/94
30.The Upper Deck Company	Brazil	UPPER DECK (words) in Class 11	817,351,469	1/25/95
31.The Upper Deck Company	Brazil	UPPER DECK (words) in Class 14	817,351,450	12/6/94
32.The Upper Deck Company	Brazil	UPPER DECK (words) in Class 16	817,351,442	1/25/95
33.The Upper Deck Company	Brazil	UPPER DECK (words) in Class 20	817,351,426	10/21/94
34.The Upper Deck Company	Brazil	UPPER DECK (words) in Class 25	817,351,418	Filed 7/19/93
35.The Upper Deck Company	Brazil	UPPER DECK (words) in Class 28	817,351,400	Filed 7/19/93
36.The Upper Deck Company	Brazil	UPPER DECK (top) in Class 9	817,353,240	10/25/95
37.The Upper Deck Company	Brazil	UPPER DECK (logo) in Class 11	817,353,313	1/25/95
38.The Upper Deck Company	Brazil	UPPER DECK (logo) in Class 14	817,353,305	12/6/94
39.The Upper Deck Company	Brazil	UPPER DECK (logo) in Class 16	817,353,291	1/25/95
40.The Upper Deck Company	Brazil	UPPER DECK (logo) in Class 20	817,353,275	10/21/94
41.The Upper Deck Company	Brazil	UPPER DECK (logo) in Class 25	817,353,267	Filed 7/20/93
42.The Upper Deck Company	Brazil	UPPER DECK (logo) in Class 28	817,353,259	Filed 7/20/93
43.The Upper Deck Company	Bulgaria	UPPER DECK (words) in Class 16, 25, 28, 30	27,358	Filed 1992

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**SCHEDULE 5.11 - DOMESTIC TRADEMARKS
THE UPPER DECK COMPANY
NOTE PURCHASE AGREEMENT**



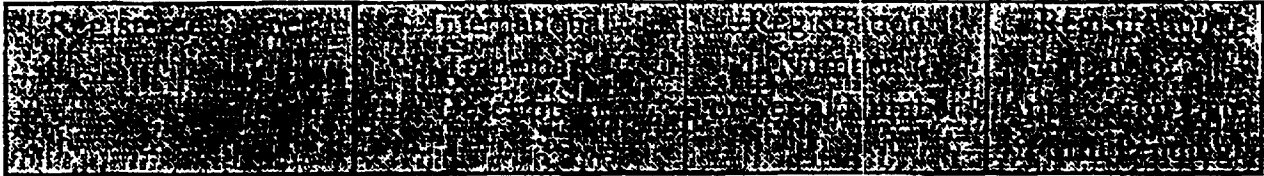
44. The Upper Deck Company	Bulgaria	UPPER DECK (logo) in Class 16, 25, 28, 30	27,357	Filed 1992
45. The Upper Deck Company	Chile	UPPER DECK (words) in Class 14, 16, 20, 25, 28	427,590	8/5/94
46. The Upper Deck Company	Chile	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	427,591	8/5/94
47. The Upper Deck Company	China	UPPER DECK (combination) in Class 14	93,128,404	12/30/93
48. The Upper Deck Company	China	UPPER DECK (combination) in Class 16	93,128,356	12/30/93
49. The Upper Deck Company	China	UPPER DECK (combination) in Class 20	93,128,357	12/30/93
50. The Upper Deck Company	China	UPPER DECK (combination) in Class 25	93,128,358	12/30/93
51. The Upper Deck Company	China	UPPER DECK (combination) in Class 28	93,128,405	12/30/93
52. The Upper Deck Company	Colombia	UPPER DECK (combination) in Class 14	166,162	5/26/94
53. The Upper Deck Company	Colombia	UPPER DECK (combination) in Class 16	159,733	5/26/94
54. The Upper Deck Company	Colombia	UPPER DECK (combination) in Class 20	159,734	5/26/94
55. The Upper Deck Company	Colombia	UPPER DECK (combination) in Class 25	163,893	5/26/94
56. The Upper Deck Company	Colombia	UPPER DECK (combination) in Class 28	159,735	5/26/94
57. The Upper Deck Company	Costa Rica	UPPER DECK (words) in Classes 14, 16, 20, 25, 28	N/A	Filed 1992
58. The Upper Deck Company	Costa Rica	UPPER DECK (logo) in Classes 14, 16, 20, 25, 28	N/A	Filed 1992

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**SCHEDULE 5.11 - DOMESTIC TRADEMARKS
THE UPPER DECK COMPANY
NOTE PURCHASE AGREEMENT**



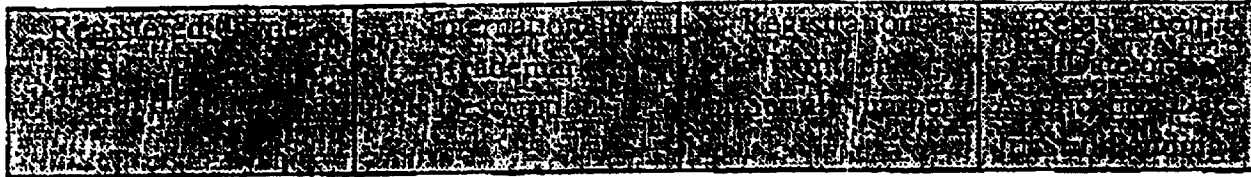
59.The Upper Deck Company	Croatia	UPPER DECK (words) in Classes 14, 16, 20, 25, 28	387-04/93-01/177	6/8/93
60.The Upper Deck Company	Croatia	UPPER DECK (logo) in Classes 14, 16, 20, 25, 28	N/A	Filed 1992
61.The Upper Deck Company	Czech Republic	UPPER DECK (combination) in Classes 14, 16, 20, 25, 28	93/80,243	Filed 1992
62.The Upper Deck Company	Denmark	UPPER DECK (combination) in Classes 14, 16, 20, 25, 28, 30	3409/1992	6/19/92
63.The Upper Deck Company	Ecuador	UPPER DECK (logo) in Class 16	1895	7/25/94
64.The Upper Deck Company	Ecuador	UPPER DECK (logo) in Class 25	1900	7/25/94
65.The Upper Deck Company	Ecuador	UPPER DECK (logo) in Class 28	1897	7/25/94
66.The Upper Deck Company	Ecuador	UPPER DECK (logo) in Class 20	1898	7/25/94
67.The Upper Deck Company	Ecuador	UPPER DECK (logo) in Class 14	1901	7/25/94
68.The Upper Deck Company	Ecuador	UPPER DECK (words) in Class 16	1899	7/25/94
69.The Upper Deck Company	Ecuador	UPPER DECK (words) in Class 25	1896	7/25/94
70.The Upper Deck Company	Ecuador	UPPER DECK (words) in Class 28	1903	7/25/94
71.The Upper Deck Company	Ecuador	UPPER DECK (words) in Class 20	1902	7/25/94
72.The Upper Deck Company	Ecuador	UPPER DECK (words) in Class 14	1582	7/13/94
73.The Upper Deck Company	Egypt	UPPER DECK (words) in Classes 14, 16, 20, 25, 28	N/A	Filed 1992
74.The Upper Deck Company	Egypt	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	N/A	Filed 1992
75.The Upper Deck Company	El Salvador	UPPER DECK (words) in Classes 14, 20, 30, 25, 28	N/A	Filed 1992
76.The Upper Deck Company	El Salvador	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	N/A	Filed 1992

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**SCHEDULE 5.11 - DOMESTIC TRADEMARKS
THE UPPER DECK COMPANY
NOTE PURCHASE AGREEMENT**



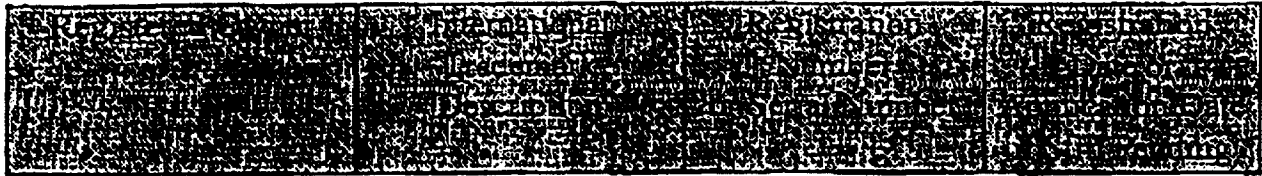
77.The Upper Deck Company	Finland	UPPER DECK (words) in Classes 14, 16, 20, 25, 28	128,392	10/5/93
78.The Upper Deck Company	Finland	UPPER DECK (logo) in Classes 14, 16, 30, 25, 28	128,393	10/5/93
79.The Upper Deck Company	France	UPPER DECK (words) in Classes 14, 16, 20, 25, 28	312,456	10/8/91
80.The Upper Deck Company	France	UPPER DECK (logo) in Classes 14, 16, 20, 25, 28	312,455	10/8/91
81.The Upper Deck Company	Germany	UPPER DECK (words) in Classes 14, 16, 20, 25, 28	2,049,939	11/14/93
82.The Upper Deck Company	Germany	UPPER DECK (logo) in Classes 14, 16, 20, 25, 28	2,049,940	11/14/93
83.The Upper Deck Company	Germany	UPPER DECK (words) in Class 30	U9205/30	Filed 1992
84.The Upper Deck Company	Germany	UPPER DECK (logo) in Class 30	U9373/30	Filed 1992
85.The Upper Deck Company	Georgia	UPPER DECK (words) in Classes 14, 16, 20, 25, 28, 30	318/03	Filed 1992
86.The Upper Deck Company	Georgia	UPPER DECK (logo) in Classes 14, 16, 20, 25, 28, 30	319/03	Filed 1992
87.The Upper Deck Company	Ghana	UPPER DECK (words) in Class 16	N/A	Filed 1992
88.The Upper Deck Company	Ghana	UPPER DECK (logo) in Class 16	N/A	Filed 1992
89.The Upper Deck Company	Greece	UPPER DECK (words) in Classes 14, 16, 20, 25, 28	116,389	10/20/93
90.The Upper Deck Company	Greece	JO	117,103	12/15/94
91.The Upper Deck Company	Greece	UPPER DECK (logo) in Classes 14, 16, 20, 25, 28	116,385	10/20/93
92.The Upper Deck Company	Greece	UPPER DECK (logo) in Class 30	117,102	12/15/94
93.The Upper Deck Company	Guatemala	UPPER DECK (words) in Class 16	4339-93	7/7/93
94.The Upper Deck Company	Guatemala	UPPER DECK (words) in Class 14	4342-93	7/7/93

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**SCHEDULE 5.11 - DOMESTIC TRADEMARKS
THE UPPER DECK COMPANY
NOTE PURCHASE AGREEMENT**



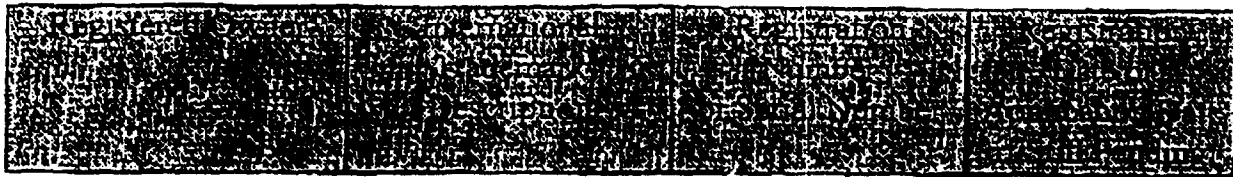
95.The Upper Deck Company	Guatemala	UPPER DECK (words) in Class 20	4345-93	7/7/93
96.The Upper Deck Company	Guatemala	UPPER DECK (words) in Class 25	4346-93	7/7/93
97.The Upper Deck Company	Guatemala	UPPER DECK (words) in Class 28	4347-93	7/7/93
98.The Upper Deck Company	Guatemala	UPPER DECK (logo) in Class 16	4340-93	7/7/93
99.The Upper Deck Company	Guatemala	UPPER DECK (logo) in Class 14	4337-93	7/7/93
100.The Upper Deck Company	Guatemala	UPPER DECK (logo) in Class 20	4338-93	7/7/93
101.The Upper Deck Company	Guatemala	UPPER DECK (logo) in Class 25	4341-93	7/7/93
102.The Upper Deck Company	Guatemala	UPPER DECK (logo) in Class 28	4344-93	7/7/93
103.The Upper Deck Company	Hungary	UPPER DECK (words) in Classes 14, 16, 20, 25, 28	M 93 04429	9/21/93
104.The Upper Deck Company	Hungary	UPPER DECK (logo) in Classes 14, 16, 20, 25, 28	M 93 04428	9/21/93
105.The Upper Deck Company	Iceland	UPPER DECK (logo) in Classes 14, 16, 20, 25, 28	1055/1994	2/15/94
106.The Upper Deck Company	Iceland	UPPER DECK (words) in Classes 14, 16, 20, 25, 28	631/1994	1994
107.The Upper Deck Company	India	UPPER DECK (words) in Classes 14	609,209	10/12/93
108.The Upper Deck Company	India	UPPER DECK (words) in Class 16	609,210	10/12/93
109.The Upper Deck Company	India	UPPER DECK (words) in Class 20	609,211	10/12/93
110.The Upper Deck Company	India	UPPER DECK (words) in Class 25	609,212	10/12/93
111.The Upper Deck Company	India	UPPER DECK (words) in Class 28	609,213	10/12/93
112.The Upper Deck Company	India	UPPER DECK (logo) in Class 14	609,206	10/12/93
113.The Upper Deck Company	India	UPPER DECK (logo) in Class 16	609,205	10/12/93
114.The Upper Deck Company	India	UPPER DECK (logo) in Class 20	609,204	10/12/93
115.The Upper Deck Company	India	UPPER DECK (logo) in Class 25	609,207	10/12/93

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**SCHEDULE 5.11 - DOMESTIC TRADEMARKS
THE UPPER DECK COMPANY
NOTE PURCHASE AGREEMENT**



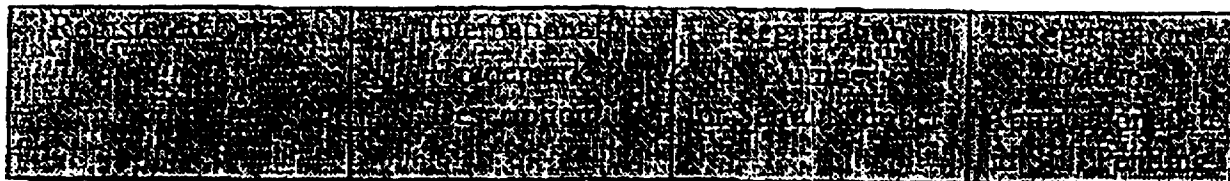
116. The Upper Deck Company	India	UPPER DECK (logo) in Class 25	609,208	10/12/93
117. The Upper Deck Company	India	UPPER DECK (words) in Class 30	617,374	1/24/94
118. The Upper Deck Company	India	UPPER DECK (logo) in Class 30	617,373	1/24/94
119. The Upper Deck Company	Indonesia	UPPER DECK (words) in Class 14	H4HC0101-14512	11/24/93
120. The Upper Deck Company	Indonesia	UPPER DECK (words) in Class 16	H4HC0101-14513	Filed 1992
121. The Upper Deck Company	Indonesia	UPPER DECK (words) in Class 20	H4HC0101-14511	Filed 1992
122. The Upper Deck Company	Indonesia	UPPER DECK (words) in Class 25	H4HC0101-14510	Filed 1992
123. The Upper Deck Company	Indonesia	UPPER DECK (words) in Class 28	H4HC0101-14509	Filed 1992
124. The Upper Deck Company	Indonesia	UPPER DECK (words) in Class 30	H4HC0101-14508	Filed 1992
125. The Upper Deck Company	Indonesia	UPPER DECK (logo) in Class 14	H4HC0101-14507	Filed 1992
126. The Upper Deck Company	Indonesia	UPPER DECK (logo) in Class 16	H4HC0101-14506	Filed 1992
127. The Upper Deck Company	Indonesia	UPPER DECK (logo) in Class 20	H4HC0101-14505	Filed 1992
128. The Upper Deck Company	Indonesia	UPPER DECK (logo) in Class 25	H4HC0101-14502	Filed 1992
129. The Upper Deck Company	Indonesia	UPPER DECK (logo) in Class 28	H4HC0101-14504	Filed 1992
130. The Upper Deck Company	Indonesia	UPPER DECK (logo) in Class 30	H4HC0101-14503	Filed 1992
131. The Upper Deck Company	Iran	UPPER DECK (words)	N/A	Filed 1992
132. The Upper Deck Company	Iran	UPPER DECK (logo)	N/A	Filed 1992
133. The Upper Deck Company	Ireland	UPPER DECK (words) in Class 16	91/4704	9/16/91
134. The Upper Deck Company	Ireland	UPPER DECK (words) in Class 14	91/4703	9/16/91
135. The Upper Deck Company	Ireland	UPPER DECK (words) in Class 25	91/4706	9/16/91
136. The Upper Deck Company	Ireland	UPPER DECK (words) in Class 28	91/4707	9/16/91
137. The Upper Deck Company	Ireland	UPPER DECK (words) in Class 20	91/4705	9/16/91
138. The Upper Deck Company	Ireland	UPPER DECK (logo) in Class 16	152,150	9/16/91

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**SCHEDULE 5.11 - DOMESTIC TRADEMARKS
THE UPPER DECK COMPANY
NOTE PURCHASE AGREEMENT**



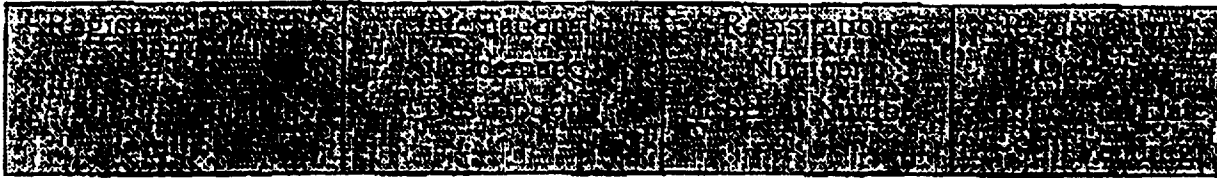
139. The Upper Deck Company	Ireland	UPPER DECK (logo) in Class 14	152,149	9/1/691
140. The Upper Deck Company	Ireland	UPPER DECK (logo) in Class 25	152,152	9/16/91
141. The Upper Deck Company	Ireland	UPPER DECK (logo) in Class 28	152,153	9/16/91
142. The Upper Deck Company	Ireland	UPPER DECK (logo) in Class 20	152151	9/16/91
143. The Upper Deck Company	Israel	UPPER DECK (combination) in Class 14	86912	Filed 1992
144. The Upper Deck Company	Israeli	UPPER DECK (combination) in Class 16	86913	Filed 1992
145. The Upper Deck Company	Israel	UPPER DECK (combination) in Class 20	86914	Filed 1992
146. The Upper Deck Company	Israel	UPPER DECK (combination) in Class 25	86915	Filed 1992
147. The Upper Deck Company	Israel	UPPER DECK (combination) in Class 28	86916	Filed 1992
148. The Upper Deck Company	Italy	UPPER DECK (words) in Class 14, 16, 20, 25, 28	M191C007055	9/30/91
149. The Upper Deck Company	Italy	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	M191C007057	9/30/91
150. The Upper Deck Company	Japan	UPPER DECK (combination) in Class 14	HEI 5-80446	7/30/93
151. The Upper Deck Company	Japan	UPPER DECK (combination) in Class 16	HEI 5-80447	7/30/93
152. The Upper Deck Company	Japan	UPPER DECK (combination) in Class 20	HEI 5-80448	7/30/93
153. The Upper Deck Company	Japan	UPPER DECK (combination) in Class 25	HEI 5-80449	7/30/93
154. The Upper Deck Company	Japan	UPPER DECK (combination) in Class 28	HEI 5-80450	7/30/93
155. The Upper Deck Company	Kenya	UPPER DECK (words) in Class 14	41297	4/8/94

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**SCHEDULE 5.11 - DOMESTIC TRADEMARKS
THE UPPER DECK COMPANY
NOTE PURCHASE AGREEMENT**



156.The Upper Deck Company	Kenya	UPPER DECK (words) in Class 16	41299	4/8/94
157.The Upper Deck Company	Kenya	UPPER DECK (words) in Class 20	41301	4/8/94
158.The Upper Deck Company	Kenya	UPPER DECK (words) in Class 25	41303	4/8/94
159.The Upper Deck Company	Kenya	UPPER DECK (words) in Class 28	41305	4/8/94
160.The Upper Deck Company	Kenya	UPPER DECK (words) in Class 30	41307	4/8/94
161.The Upper Deck Company	Kenya	UPPER DECK (logo) in Class 14	41298	4/8/94
162.The Upper Deck Company	Kenya	UPPER DECK (logo) in Class 16	41300	4/8/94
163.The Upper Deck Company	Kenya	UPPER DECK (logo) in Class 20	41302	4/8/94
164.The Upper Deck Company	Kenya	UPPER DECK (logo) in Class 25	41304	4/8/94
165.The Upper Deck Company	Kenya	UPPER DECK (logo) in Class 28	41306	4/8/94
166.The Upper Deck Company	Kenya	UPPER DECK (logo) in Class 30	41308	4/8/94
167.The Upper Deck Company	Kuwait	UPPER DECK (words) in Class 14, 16, 20, 25, 28	N/A	Filed 1992
168.The Upper Deck Company	Kuwait	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	N/A	Filed 1992
169.The Upper Deck Company	Lithuania	UPPER DECK (words) in Class 14, 16, 20, 25, 28	N/A	Filed 1992
170.The Upper Deck Company	Lithuania	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	N/A	Filed 1992
171.The Upper Deck Company	Madagascar	UPPER DECK (words) in Class 16	N/A	Filed 1992
172.The Upper Deck Company	Madagascar	UPPER DECK (logo) in Class 16	N/A	Filed 1992
173.The Upper Deck Company	Malaysia	UPPER DECK (words) in Class 14, 16, 20, 25, 28	N/A	Filed 1992
174.The Upper Deck Company	Malaysia	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	N/A	Filed 1992
175.The Upper Deck Company	Mauritius	UPPER DECK (words) in Class 16	N/A	Filed 1992

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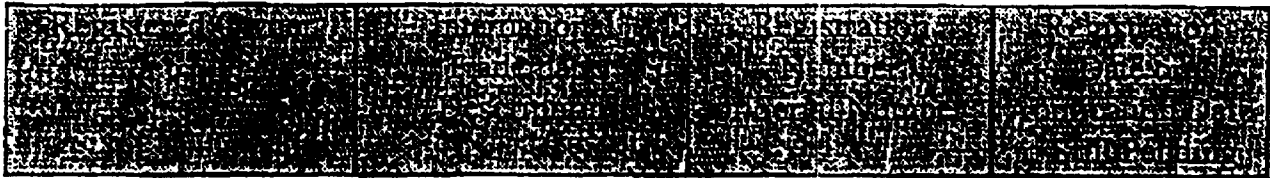
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**SCHEDULE 5.11 - DOMESTIC TRADEMARKS
THE UPPER DECK COMPANY
NOTE PURCHASE AGREEMENT**



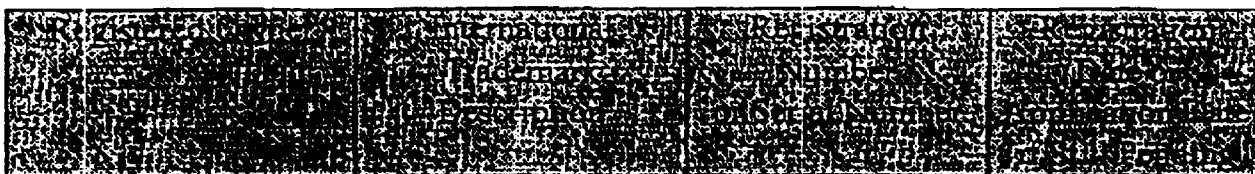
176.The Upper Deck Company	Mauritius	UPPER DECK (logo) in Class 16	N/A	Filed 1992
177.The Upper Deck Company	Mexico	UPPER DECK (combination) in Class 14	169269	6/1/93
178.The Upper Deck Company	Mexico	UPPER DECK (combination) in Class 16	169270	6/1/93
179.The Upper Deck Company	Mexico	UPPER DECK (combination) in Class 20	169271	6/1/93
180.The Upper Deck Company	Mexico	UPPER DECK (combination) in Class 25	169272	6/1/93
181.The Upper Deck Company	Mexico	UPPER DECK (combination) in Class 28	169273	6/1/93
182.The Upper Deck Company	Morocco	UPPER DECK (words) in Class 16, 25	N/A	Filed 1992
183.The Upper Deck Company	Morocco	UPPER DECK (words) in Class 16, 25	N/A	Filed 1992
184.The Upper Deck Company	New Zealand	UPPER DECK (words) in Class 14, 16, 20, 25, 28	225643-52	4/21/93
185.The Upper Deck Company	New Zealand	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	N/A	Filed 1992
186.The Upper Deck Company	Nicaragua	UPPER DECK (words) in Class 14, 16, 20, 25, 28	N/A	Filed 1992
187.The Upper Deck Company	Nicaragua	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	N/A	Filed 1992
188.The Upper Deck Company	Nigeria	UPPER DECK (words) in Class 16	N/A	Filed 1992
189.The Upper Deck Company	Nigeria	UPPER DECK (words) in Class 25	N/A	Filed 1992
190.The Upper Deck Company	Nigeria	UPPER DECK (words) in Class 28	TP20675	3/18/94
191.The Upper Deck Company	Nigeria	UPPER DECK (words) in Class 30	N/A	Filed 1992
192.The Upper Deck Company	Nigeria	UPPER DECK (logo) in Class 16	N/A	Filed 1992
193.The Upper Deck Company	Nigeria	UPPER DECK (logo) in Class 25	N/A	Filed 1992

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**SCHEDULE 5.11 - DOMESTIC TRADEMARKS
THE UPPER DECK COMPANY
NOTE PURCHASE AGREEMENT**



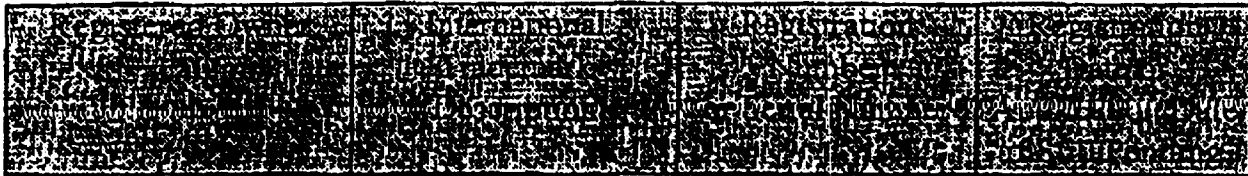
194. The Upper Deck Company	Nigeria	UPPER DECK (logo) in Class 28	N/A	Filed 1992
195. The Upper Deck Company	Nigeria	UPPER DECK (logo) in Class 30	N/A	Filed 1992
196. The Upper Deck Company	Norway	UPPER DECK (words) in Class 14, 16, 20, 25, 28	940,967	2/15/94
197. The Upper Deck Company	Norway	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	945,464	Filed 1992
198. The Upper Deck Company	Norway	UPPER DECK (logo) in Class 30	N/A	Filed 1992
199. The Upper Deck Company	OAPI	UPPER DECK (words) in Class 16	83,450	4/29/94
200. The Upper Deck Company	OAPI	UPPER DECK (logo) in Class 16	83,449	4/29/94
201. The Upper Deck Company	Pakistan	UPPER DECK (words) in Class 14	122115	10/14/93
202. The Upper Deck Company	Pakistan	UPPER DECK (words) in Class 16	122116	10/14/93
203. The Upper Deck Company	Pakistan	UPPER DECK (words) in Class 20	122117	10/14/93
204. The Upper Deck Company	Pakistan	UPPER DECK (words) in Class 25	122118	10/14/93
205. The Upper Deck Company	Pakistan	UPPER DECK (words) in Class 28	122119	10/14/93
206. The Upper Deck Company	Pakistan	UPPER DECK (word) in Class 30	123318	12/30/93
207. The Upper Deck Company	Pakistan	UPPER DECK (logo) in Class 14	122120	10/14/93
208. The Upper Deck Company	Pakistan	UPPER DECK (logo) in Class 16	122121	10/14/93
209. The Upper Deck Company	Pakistan	UPPER DECK (logo) in Class 20	122122	10/14/93
210. The Upper Deck Company	Pakistan	UPPER DECK (logo) in Class 25	122123	10/14/93
211. The Upper Deck Company	Pakistan	UPPER DECK (logo) in Class 28	122124	10/14/93
212. The Upper Deck Company	Pakistan	UPPER DECK (logo) in Class 30	123317	12/30/94
213. The Upper Deck Company	Panama	UPPER DECK (combination) in Class 20	068582	11/18/93
214. The Upper Deck Company	Panama	UPPER DECK (combination) in Class 16	068584	11/18/93

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**SCHEDULE 5.11 - DOMESTIC TRADEMARKS
THE UPPER DECK COMPANY
NOTE PURCHASE AGREEMENT**



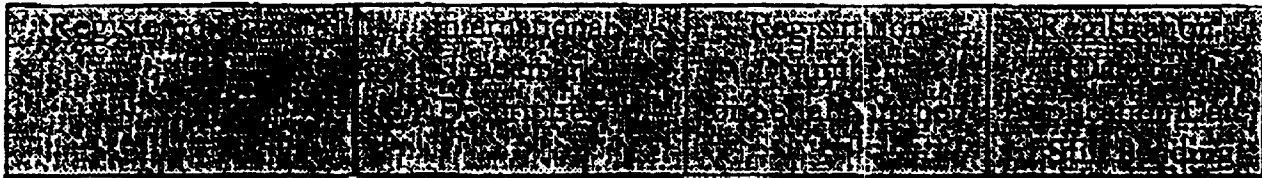
215.The Upper Deck Company	Panama	UPPER DECK (combination) in Class 18	068583	11/18/93
216.The Upper Deck Company	Panama	UPPER DECK (combination) in Class 25	068585	11/18/93
217.The Upper Deck Company	Panama	UPPER DECK (combination) in Class 28	068586	11/18/93
218.The Upper Deck Company	Paraguay	UPPER DECK (words) in Class 14, 16, 20, 25, 28	N/A	Filed 1992
219.The Upper Deck Company	Paraguay	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	N/A	Filed 1992
220.The Upper Deck Company	Peru	UPPER DECK (combination) in Class 16	2042	11/30/93
221.The Upper Deck Company	Peru	UPPER DECK (combination) in Class 14	1896	11/30/93
222.The Upper Deck Company	Peru	UPPER DECK (combination) in Class 20	2011	11/30/93
223.The Upper Deck Company	Peru	UPPER DECK (combination) in Class 25	2074	11/29/93
224.The Upper Deck Company	Peru	UPPER DECK (combination) in Class 28	2010	11/29/93
225.The Upper Deck Company	Philippines	UPPER DECK (words) in Class 14, 16, 20, 25, 28	N/A	Filed 1992
226.The Upper Deck Company	Philippines	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	N/A	Filed 1992
227.The Upper Deck Company	Poland	UPPER DECK (words) in Class 14, 16, 20, 25, 28	76247	6/15/94
228.The Upper Deck Company	Poland	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	76246	5/5/94
229.The Upper Deck Company	Portugal	UPPER DECK (words) in Class 14, 16, 20, 25, 28	N/A	Filed 1992

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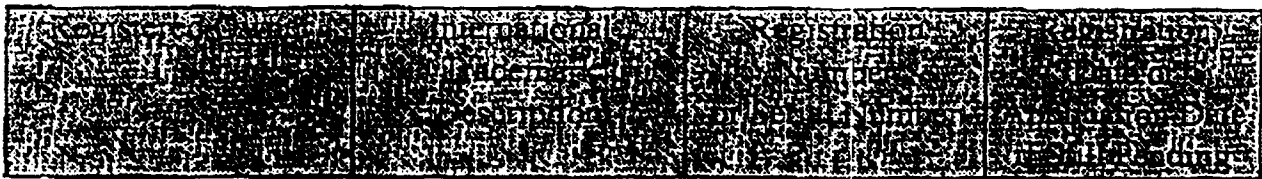
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**SCHEDULE 5.11 - DOMESTIC TRADEMARKS
THE UPPER DECK COMPANY
NOTE PURCHASE AGREEMENT**



230. The Upper Deck Company	Portugal	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	N/A	Filed 1992
231. The Upper Deck Company	Romania	UPPER DECK (words) in Class 14, 16, 20, 25, 28	26956	9/22/92
232. The Upper Deck Company	Romania	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	26957	9/22/92
233. The Upper Deck Company	Russia	UPPER DECK (words) in Class 14, 16, 20, 25, 28	116740	5/19/92
234. The Upper Deck Company	Russia	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	158614	5/19/92
235. The Upper Deck Company	Saudi Arabia	UPPER DECK (words) in Class 14	312/39	10/15/94
236. The Upper Deck Company	Saudi Arabia	UPPER DECK (words) in Class 16	312/41	10/15/94
237. The Upper Deck Company	Saudi Arabia	UPPER DECK (words) in Class 20	312/43	10/15/94
238. The Upper Deck Company	Saudi Arabia	UPPER DECK (words) in Class 25	312/45	10/15/94
239. The Upper Deck Company	Saudi Arabia	UPPER DECK (words) in Class 28	312/47	10/15/94
240. The Upper Deck Company	Saudi Arabia	UPPER DECK (words) in Class 30	326/95	1/22/95
241. The Upper Deck Company	Saudi Arabia	UPPER DECK (logo) in Class 14	312/40	10/15/94
242. The Upper Deck Company	Saudi Arabia	UPPER DECK (logo) in Class 16	312/42	10/15/94
243. The Upper Deck Company	Saudi Arabia	UPPER DECK (logo) in Class 20	312/44	10/15/94
244. The Upper Deck Company	Saudi Arabia	UPPER DECK (logo) in Class 25	312/46	10/15/94
245. The Upper Deck Company	Saudi Arabia	UPPER DECK (logo) in Class 28	312/48	10/15/94
246. The Upper Deck Company	Saudi Arabia	UPPER DECK (logo) in Class 30	326/96	1/22/95
247. The Upper Deck Company	Singapore	UPPER DECK (words) in Class 14	515.94	1/21/94
248. The Upper Deck Company	Singapore	UPPER DECK (words) in Class 16	516.94	1/21/94
249. The Upper Deck Company	Singapore	UPPER DECK (words) in Class 20	517.94	1/21/94
250. The Upper Deck Company	Singapore	UPPER DECK (words) in Class 25	518.94	1/21/94

**SCHEDULE 5.11 - DOMESTIC TRADEMARKS
THE UPPER DECK COMPANY
NOTE PURCHASE AGREEMENT**



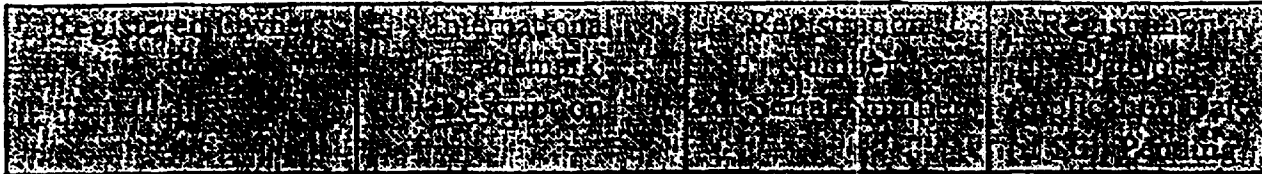
251. The Upper Deck Company	Singapore	UPPER DECK (words) in Class 28	519/94	1/21/94
252. The Upper Deck Company	Singapore	UPPER DECK (words) in Class 30	520/94	1/21/94
253. The Upper Deck Company	Singapore	UPPER DECK (logo) in Class 14	521/94	1/21/94
254. The Upper Deck Company	Singapore	UPPER DECK (logo) in Class 16	522/94	1/21/94
255. The Upper Deck Company	Singapore	UPPER DECK (logo) in Class 20	523/94	1/21/94
256. The Upper Deck Company	Singapore	UPPER DECK (logo) in Class 25	524/94	1/21/94
257. The Upper Deck Company	Singapore	UPPER DECK (logo) in Class 28	525/94	1/21/94
258. The Upper Deck Company	Singapore	UPPER DECK (logo) in Class 30	526/94	1/21/94
259. The Upper Deck Company	Slovak Republic	UPPER DECK (words) in Class 14, 16, 20, 25, 28	SN POZ0840-93	3/31/93
260. The Upper Deck Company	Slovak Republic	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	N/A	Filed 1992
261. The Upper Deck Company	Slovenia	UPPER DECK (combination) in Class 14, 16, 20, 25, 28	Z-9370519	6/11/93
262. The Upper Deck Company	South Africa	UPPER DECK (words) in Class 14	93/9317	10/18/93
263. The Upper Deck Company	South Africa	UPPER DECK (words) in Class 16	93/9318	10/18/93
264. The Upper Deck Company	South Africa	UPPER DECK (words) in Class 20	93/9319	10/18/93
265. The Upper Deck Company	South Africa	UPPER DECK (words) in Class 25	93/9320	10/18/93
266. The Upper Deck Company	South Africa	UPPER DECK (words) in Class 28	93/9321	10/18/93
267. The Upper Deck Company	South Africa	UPPER DECK (words) in Class 30	94/0007	1/3/94
268. The Upper Deck Company	South Africa	UPPER DECK (logo) in Class 14	93/9312	10/18/93
269. The Upper Deck Company	South Africa	UPPER DECK (logo) in Class 16	93/9313	10/18/93
270. The Upper Deck Company	South Africa	UPPER DECK (logo) in Class 20	93/9314	10/18/93
271. The Upper Deck Company	South Africa	UPPER DECK (logo) in Class 25	93/9315	10/18/93

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**SCHEDULE 5.11 - DOMESTIC TRADEMARKS
THE UPPER DECK COMPANY
NOTE PURCHASE AGREEMENT**



272.The Upper Deck Company	South Africa	UPPER DECK (logo) in Class 28	93/9316	10/18/93
273.The Upper Deck Company	South Africa	UPPER DECK (logo) in Class 30	94/0006	1/3/94
274.The Upper Deck Company	South Korea	UPPER DECK (words) in Class 14, 16, 20, 25, 28	N/A	Filed 1992
275.The Upper Deck Company	South Korea	UPPER DECK (logo) in Class 14, 16, 20, 25, 28, 30	N/A	Filed 1992
276.The Upper Deck Company	Spain	UPPER DECK (words) in Class 14, 16, 20, 25, 28	1,756,818	4/20/93
277.The Upper Deck Company	Spain	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	1,756,818	4/20/93
278.The Upper Deck Company	Spain	UPPER DECK (words) in Class 30	1,910,128	8/12/94
279.The Upper Deck Company	Spain	UPPER DECK (logo) in Class 30	1,920,827	8/12/94
280.The Upper Deck Company	Sweden	UPPER DECK (words) in Class 14, 16, 20, 25, 28	243,910	9/11/92
281.The Upper Deck Company	Sweden	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	243,985	12/11/92
282.The Upper Deck Company	Switzerland	UPPER DECK (combination) in Class 16, 20, 25, 28	395380	9/25/92
283.The Upper Deck Company	Switzerland	UPPER DECK (combination) in Class 30	395380	9/25/92
284.The Upper Deck Company	Syria	UPPER DECK (words) in Class 14, 16, 20, 25, 28	N/A	Filed 1992
285.The Upper Deck Company	Syria	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	N/A	Filed 1992
286.The Upper Deck Company	Taiwan	UPPER DECK in Class 39	643689	5/16/94
287.The Upper Deck Company	Taiwan	UPPER DECK in Class 40	642258	5/1/94
288.The Upper Deck Company	Taiwan	UPPER DECK in Class 43	642383	5/1/94
289.The Upper Deck Company	Taiwan	UPPER DECK in Class 48	640285	4/16/94

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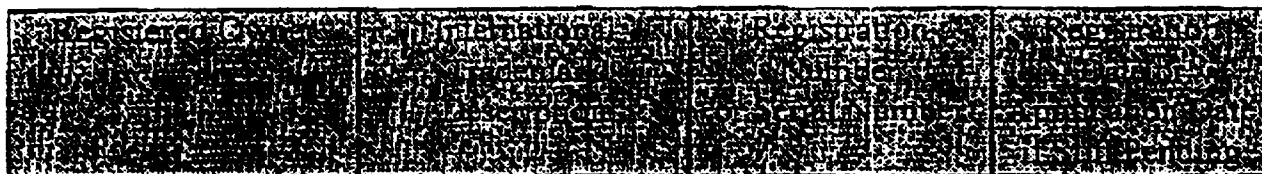
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**SCHEDULE 5.11 - DOMESTIC TRADEMARKS
THE UPPER DECK COMPANY
NOTE PURCHASE AGREEMENT**



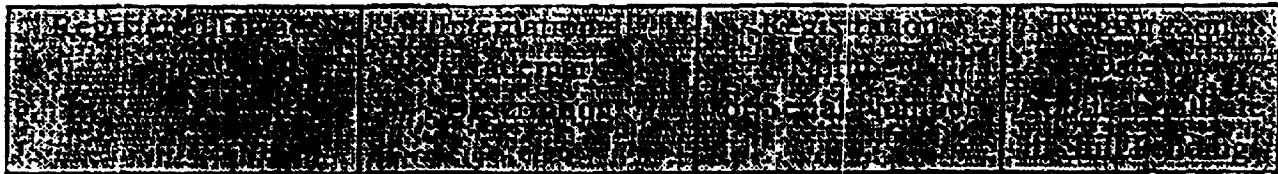
290.The Upper Deck Company	Taiwan	UPPER DECK in Class 49	640362	4/16/94
291.The Upper Deck Company	Taiwan	UPPER DECK in Class 50	640453	4/16/94
292.The Upper Deck Company	Taiwan	UPPER DECK in Class 51	648913	7/16/94
293.The Upper Deck Company	Taiwan	UPPER DECK in Class 52	652013	8/16/94
294.The Upper Deck Company	Taiwan	UPPER DECK in Class 56	640567	4/16/94
295.The Upper Deck Company	Taiwan	UPPER DECK in Class 75	82039734	7/16/94
296.The Upper Deck Company	Taiwan	UPPER DECK in Class 78	641013	4/16/94
297.The Upper Deck Company	Taiwan	UPPER DECK in Class 90	638029	3/16/94
298.The Upper Deck Company	Thailand	UPPER DECK (words) in Class 14	266172	6/9/94
299.The Upper Deck Company	Thailand	UPPER DECK (words) in Class 16	266174	6/9/94
300.The Upper Deck Company	Thailand	UPPER DECK (words) in Class 20	266176	6/9/94
301.The Upper Deck Company	Thailand	UPPER DECK (words) in Class 25	266260	6/9/94
302.The Upper Deck Company	Thailand	UPPER DECK (words) in Class 28	266178	6/9/94
303.The Upper Deck Company	Thailand	UPPER DECK (word's) in Class 30	266180	6/9/94
304.The Upper Deck Company	Thailand	UPPL DECK (logo) in Class 14	266171	6/9/94
305.The Upper Deck Company	Thailand	UPPER DECK (logo) in Class 16	266173	6/9/94
306.The Upper Deck Company	Thailand	UPPER DECK (logo) in Class 20	266175	6/9/94
307.The Upper Deck Company	Thailand	UPPER DECK (logo) in Class 25	265261	6/9/94
308.The Upper Deck Company	Thailand	UPPER DECK (logo) in Class 28	265177	6/9/94
309.The Upper Deck Company	Thailand	UPPER DECK (logo) in Class 30	265179	6/9/94
310.The Upper Deck Company	Turkey	UPPER DECK (words) in Class 14, 16, 20, 25, 28	N/A	Filed 1992
311.The Upper Deck Company	Turkey	UPPER DECK (words) in Class 14, 16, 20, 25, 28	N/A	Filed 1992

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**SCHEDULE 5.11 - DOMESTIC TRADEMARKS
THE UPPER DECK COMPANY
NOTE PURCHASE AGREEMENT**



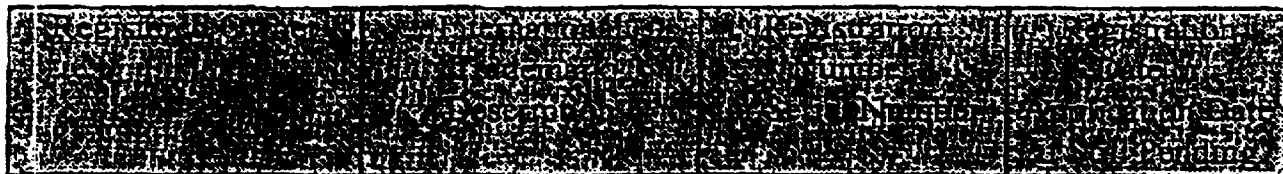
312.The Upper Deck Company	Turkey	UPPER DECK (words) in Class 30	N/A	Filed 1992
313.The Upper Deck Company	Turkey	UPPER DECK (words) in Class 30	N/A	Filed 1992
314.The Upper Deck Company	Ukraine	UPPER DECK (words) in Class 16	N/A	10/21/93
315.The Upper Deck Company	Ukraine	UPPER DECK (logo) in Class 16	N/A	10/21/93
316.The Upper Deck Company	United Arab Emirates	UPPER DECK (words) in Class 14, 16, 20, 25, 28	N/A	Filed 1992
317.The Upper Deck Company	United Arab Emirates	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	N/A	Filed 1992
318.The Upper Deck Company	United Kingdom	UPPER DECK (combination) in Class 16	1481533	11/21/91
319.The Upper Deck Company	United Kingdom	UPPER DECK (combination) in Class 14	1481532	11/5/94
320.The Upper Deck Company	United Kingdom	UPPER DECK (combination) in Class 28	1481536	6/24/94
321.The Upper Deck Company	United Kingdom	UPPER DECK (combination) in Class 25	1481535	11/21/91
322.The Upper Deck Company	United Kingdom	UPPER DECK (combination) in Class 20	1481534	11/21/91
323.The Upper Deck Company	Uruguay	UPPER DECK (words) in Class 14, 16, 20, 25, 28	261,587	10/10/93
324.The Upper Deck Company	Uruguay	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	261,587	10/10/93
325.The Upper Deck Company	Venezuela	UPPER DECK (words) in Class 14, 15, 20, 25, 28	N/A	Filed 1992
326.The Upper Deck Company	Venezuela	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	N/A	Filed 1992
327.The Upper Deck Company	Yugoslavia	UPPER DECK (words) in Class 14, 16, 20, 25, 28	Z-368/93	5/28/93
328.The Upper Deck Company	Yugoslavia	UPPER DECK (logo) in Class 14, 16, 20, 25, 28	Z-9370519	5/28/93

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THE UPPER DECK COMPANY
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329.The Upper Deck Company	Zimbabwe	UPPER DECK (words) in Class 16	N/A	Filed 1992
330.The Upper Deck Company	Zimbabwe	UPPER DECK (logo) in Class 16	N/A	Filed 1992

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Schedule B - Tradenames or Fictitious Business Names

See attached listings of
trademarks under which the Company has sold its products

20887615
042095

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**SCHEDULE 5.11 - DOMESTIC TRADEMARKS
THE UPPER DECK COMPANY
NOTE PURCHASE AGREEMENTS**

Registered Owner	United States Trademark Description	Registration Number or Serial Number	Registration Date or Application Date if Still Pending
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1. The Upper Deck Company	ALL ROOKIE TEAM for Trading Cards and Posters	1,851,454	8/30/94
2. The Upper Deck Company	COACHS REPORT for Trading Cards and Posters	1,841,819	6/28/94
3. The Upper Deck Company	FANMATION for Trading Cards and Posters	1,851,453	8/30/94
4. The Upper Deck Company	HAT TRICKS for Trading Cards	1,870,537	12/27/94
5. The Upper Deck Company	LASERCHRON for Watches	1,728,585	10/27/92
6. The Upper Deck Company	ROOKIE FORCE for Trading Cards and Posters	1,851,452	8/30/94
7. The Upper Deck Company	SCRAPBOOK for Trading Cards and Posters	1,875,216	1/24/95
8. The Upper Deck Company	SCORING THREATS for Trading Cards and Posters	1,852,380	9/6/94
9. The Upper Deck Company	THE COLLECTOR'S CHOICE for Trading Cards and Holograms	1,586,725	3/13/90
10. The Upper Deck Company	UPPER DECK LOGO for Baseball Trading Cards and Team Holograms	1,589,910	4/3/90
11. The Upper Deck Company	YOUNG GUNS for Trading Cards and Posters	1,825,117	3/8/94
12. The Upper Deck Company	BEHIND THE GLASS for Trading Cards	74/471,681	12/17/93
13. The Upper Deck Company	BREAKAWAY THREATS for Trading Cards	74/471,680	12/17/93
14. The Upper Deck Company	CHALK TALK for Trading Cards, Stickers, Posters	74/509,512	4/6/94
15. The Upper Deck Company	EXECUTIVE BOARD for Trading Cards	74/451,579	10/26/93
16. The Upper Deck Company	FOLLOW YOUR DREAMS for Trading Cards, Stickers, Posters	74/509,409	4/6/94
17. The Upper Deck Company	HOLOJAM for Trading Cards	74/437,595	9/20/93
18. The Upper Deck Company	LOCKER TALK for Trading Cards	74/471,731	12/17/93

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19. The Upper Deck Company	PLAYGROUND LEGENDS for Trading Cards	74/446,522	10/13/93
20. The Upper Deck Company	PROVIEW for Trading Cards	74/439,315	9/24/93
21. The Upper Deck Company	QUOTE BOOK for Trading Cards, Stickers, Posters	74/509,513	4/6/94
22. The Upper Deck Company	FANIMATION for Trading Cards	74/399,258	1/26/93
23. The Upper Deck Company	FANTASY COLLECTION for Trading Cards, Stickers, Posters	74/509,514	4/6/94
24. The Upper Deck Company	GAME FACES for Trading Cards and Posters	74/391,475	2/23/93
25. The Upper Deck Company	THE LONGSHOT for Trading Cards, Stickers, Posters	74/509,511	4/6/94
25. The Upper Deck Company	PREDICTOR SERIES for Trading Cards	74/489,690	2/14/94
27. The Upper Deck Company	ROAD TO THE SHOW for Trading Cards	74/583,050	10/6/94
28. The Upper Deck Company	ROOKIE FORCE for Trading Cards, Posters	74/399,256	6/7/93
29. The Upper Deck Company	SCORING THREATS for Trading Cards	74/399,260	6/7/93
30. The Upper Deck Company	SCRAPBOOK for Trading Cards, Posters	74/399,255	6/7/93
31. The Upper Deck Company	TRADITIONS OF EXCELLENCE for Trading Cards, Stickers, Posters	74/509,410	4/6/94
32. The Upper Deck Company	TRANSITIONS for Trading Cards	74/423,628	8/12/93
33. The Upper Deck Company	100 - POINT CLUB for Trading Cards	74/399,470	6/8/93
34. The Upper Deck Company	ALL ROOKIE TEAM for Trading Cards	74/399,261	5/11/93
35. The Upper Deck Company	EURO STARS (DESIGN) for Trading Cards, Posters	74/395,073	5/27/93
36. The Upper Deck Company	HAT TRICKS for Trading Cards	74/401,991	6/15/93
37. The Upper Deck Company	ICE GALLERY for Trading Cards	74/489,689	2/14/94
38. The Upper Deck Company	NEXT IN LINE for Trading Cards	N/A	12/2/94
39. The Upper Deck Company	NOBODY DOES HOCKEY LIKE UPPER DECK for Trading Cards	74/449,124	10/21/93
40. The Upper Deck Company	PROGRAM OF EXCELLENCE for Trading Cards	N/A	12/2/94
41. The Upper Deck Company	PROSPECTS for Trading Cards	74/439,513	9/24/93
42. The Upper Deck Company	PUCKS for Trading Cards	74/401,992	6/15/93
43. The Upper Deck Company	ROOKIE EXCHANGE for Trading Cards	74/404,321	6/22/93
44. The Upper Deck Company	SHOOTER'S EDGE for Trading Cards	74/489,472	2/14/94

43. The Upper Deck Company	SIGNATURE MOVES for Trading Cards	74/408,372	7/2/93
45. The Upper Deck Company	SILVER SKATES AND DESIGN for Trading Cards, Stickers, Posters	N/A	12/20/94
47. The Upper Deck Company	SILVER STICKS for Trading Cards	74/471,732	12/17/93
48. The Upper Deck Company	TEAM POINT LEADERS for Trading Cards	74/399,456	6/8/93
49. The Upper Deck Company	HOLOVIEW for Trading Cards	74/471,730	12/17/93
50. The Upper Deck Company	LIGHT F/X for Trading Cards, Stickers, Posters	74/599,535	11/16/94
51. The Upper Deck Company	LITHOGRAM for Trading Cards, Stickers, Posters	74/397,932	6/4/93
52. The Upper Deck Company	COLLECTOR'S CHOICE for Trading Cards, Stickers, Posters, Sweatshirts, T-shirts, Caps	74/437,593	9/20/93
53. The Upper Deck Company	ELECTIC for Trading Cards	N/A	12/2/94
54. The Upper Deck Company	NOBODY DOES PHONE CARDS LIKE UPPER DECK I for Trading Cards	N/A	12/2/94
55. The Upper Deck Company	PYRAMD for Trading Cards/Comics, Stickers, Posters, Clothing	74/397,933	6/4/93
56. The Upper Deck Company	SP (Design) for Trading Cards	74/418,251	7/20/93
57. The Upper Deck Company	UPPER DECK for Knapsacks	74/451,002	10/25/93
58. The Upper Deck Company	UPPER DECK for Debit Cards	N/A	12/2/94
59. The Upper Deck Company	UPPER DECK & DESIGN for Trading Cards (Sports & Non-Sports)	74/447,947	10/18/93
60. The Upper Deck Company	UPPER DECK & DESIGN for Chewing Bubble Gum	74/472,309	12/16/93
61. The Upper Deck Company	UPPER DECK & DESIGN for Sports Drinks	N/A	10/28/94
62. The Upper Deck Company	UPPER DECK for Sports Drinks	N/A	10/28/94
63. The Upper Deck Company	UPPER DECK for Collector's Plates, Porcelain Mugs	N/A	10/28/94
64. The Upper Deck Company	UPPER DECK & DESIGN for Collector's Plates, Porcelain Mugs	N/A	10/28/94
65. The Upper Deck Company	UPPER DECK for Lithographs, Animation Cels	N/A	10/28/94
66. The Upper Deck Company	UPPER DECK & DESIGN for Lithographs, Animation Cels	N/A	10/28/94
67. The Upper Deck Company	UPPER DECK & DESIGN for Pins, Watches, Precious Metal Trading Cards	N/A	10/28/94

68. The Upper Deck Company	UPPER DECK for Pins, Watches, Precious Metal Trading Cards	74/593,149	10/31/94
69. The Upper Deck Company	UPPER DECK & DESIGN for Blankets, Bed Sheets, Pillow Cases, Towels	74/593,150	10/31/94
70. The Upper Deck Company	UPPER DECK for Blankets, Bed Sheets, Pillow Cases, Towels	N/A	10/28/94
71. The Upper Deck Company	DIAMOND GALLERY for Trading Cards, Posters	N/A	12/2/94
72. The Upper Deck Company	DIAMONDS IN THE ROUGH for Trading Cards, Posters	N/A	12/2/94
73. The Upper Deck Company	FOLD OUTS for Trading Cards	74/404,313	6/22/93
74. The Upper Deck Company	GLOW STARS for Trading Cards	74/401,994	6/15/93
75. The Upper Deck Company	HEROES OF BASEBALL for Trading Cards, Clothing, Sporting Events	74/449,122	10/21/93
76. The Upper Deck Company	HOMERUN DERBY for Trading Cards, Stickers, Posters	74/509,411	4/6/94
77. The Upper Deck Company	OFF THE WIRE for Trading Cards, Stickers, Posters	N/A	9/19/94
78. The Upper Deck Company	PREMIER PROSPECTS for Trading Cards, Posters	N/A	12/2/94
79. The Upper Deck Company	SPECIAL F/X for Trading Cards, Stickers, Posters	74/509,412	4/6/94
80. The Upper Deck Company	STARS OF TOMORROW for Trading Cards	N/A	12/2/94
81. The Upper Deck Company	THEN & NOW (w/design) for Trading Cards	74/435,185	9/14/93
82. The Upper Deck Company	YOU CRASH THE CARD for Trading Cards, Posters	74/452,682	
83. The Upper Deck Company	IMAGE DECK for Trading Cards	74/401989	6/15/93

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