09-13-1999

FORM PTO-1584 (Rev. 6-93) 7/10-99
OMB No. 0651-0011 (Exp. 4/94)

RE SHEET

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

The San Francisco Music Box Company
233 Broadway
New York, NY 10279-0003

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

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

2. Name and address of receiving party(ies)

Name: The Bank of New York,

Internal Address: as Administrative Agent

Street Address: One Wall Street

City: New York State: NY ZIP: 10286

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other Bank

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

3. Nature of conveyance:

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

Execution Date: June 16, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

Please see attached.

B. Trademark Registration No.(s)

Please see attached.

Additional numbers attached? ☒ Yes ☐ No

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

Name: Jackie Lee

Internal Address:

Access Information Services

Street Address: 1773 Western Avenue

P.O. Box 3709

City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41) $ 265.00

☒ 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

09/13/1999 DCDATES 00000049 74199580

01 FC:481 40.00 OP
02 FC:482 225.00 OP

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy o the original document.

Jackie Lee — Name of Person Signing

Jackie Lee — Signature

7-6-99 — Date

Total number of pages including cover sheet, attachments, and document: 8

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

U.S TRADEMARK
REGISTRATIONS AND APPLICATIONS

THE SAN FRANCISCO MUSIC BOX COMPANY

Owner Trademark Report by Mark
Country: US
Status: ACTIVE

Printed: 6/28/99

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
AMERICAN TREASURES COLLECTION							
UNITED STATES	T00106US0	8/30/91	74/199,580	12/15/92	1,739,725	REGISTERED	15
LITTLE TOWN OF BETHLEHEM							
UNITED STATES	T00342US0	4/28/92	74/270,320	2/1/94	1,819,493	REGISTERED	21
MELODIES IN TIME							
UNITED STATES	T00355US0	2/2/95	74/638,093	4/16/96	1,968,144	REGISTERED	42
MOUSE CAPERS (AND DESIGN)							
UNITED STATES	T00360US0	3/29/93	74/372,959	12/7/93	1,809,085	REGISTERED	20,15,22
TEDDY TEMPO (AND DESIGN)							
UNITED STATES	T00503US0	1/27/93	74/353,002	11/2/93	1,802,035	REGISTERED	28,20,15
THE SAN FRANCISCO MUSIC BOX COMPANY							
UNITED STATES	T00527US0	5/14/87	73/660,709	4/26/88	1,486,526	REGISTERED	42
UNITED STATES	T00527US1	7/16/90	74/079,253	10/20/92	1,725,457	REGISTERED	15,20,14 21,28
THE SAN FRANCISCO MUSIC BOX COMPANY (AND OVAL DESIGN)							
UNITED STATES	T00528US1	3/29/90	74/044,251	2/11/92	1,675,439	REGISTERED	42
THE SAN FRANCISCO MUSIC BOX COMPANY (AND SQUARE DESIGN)							
UNITED STATES	T00528US0	11/30/89	74/006,229	9/18/90	1,614,430	REGISTERED	42
VICTORIAN SCRAPBOOK							
UNITED STATES	T00554US0	7/23/93	74/415,820	2/28/95	1,881,068	REGISTERED	20,15

END OF REPORT

TOTAL ITEMS SELECTED = 10

TRADEMARK SECURITY AGREEMENT

WHEREAS, THE SAN FRANCISCO MUSIC BOX COMPANY, a California corporation (herein referred to as "**Grantor**") owns, or in the case of licenses, is a party to, the Trademark Collateral (as defined below);

WHEREAS, Venator Group, Inc., its Subsidiaries party thereto, the banks party thereto, the co-agents party thereto, Bank of America National Trust & Savings Association, as Documentation Agent, The Bank of New York, as Administrative Agent, LC Agent and Swingline Bank and the Lead Arrangers party thereto are parties to a Second Amended and Restated Credit Agreement dated as of April 9, 1997 and amended and restated as of March 19, 1999 (as amended or amended and restated from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to the terms of a related Security Agreement dated as of June 16, 1999 (as amended from time to time, the "**Security Agreement**") among Venator Group, Inc., its Subsidiaries party thereto and The Bank of New York, as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, "**Grantee**"), Grantor has granted to Grantee for the benefit of such Secured Parties a continuing security interest in and to the assets of Grantor specified therein, including all right, title and interest of Grantor in and to the Patent Collateral, whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement) of Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by Grantor, including, without limitation, each U.S. Trademark registration and application referred to in Schedule 1 hereto, and the goodwill of the business symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement), including, without limitation, each Trademark License identified in Schedule 1 hereto; and

(iii) all proceeds of, and all other profits, products, rents or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or other realization upon, any Trademark Collateral described in clauses (i) and (ii), including without limitation all claims against third parties for loss of, damage to or destruction of, or any past, present or future dilution, infringement or unauthorized use of, unfair competition with, or violation of intellectual property rights in connection with or injury to, any such collateral or for injury to the goodwill associated with any of the foregoing, in each case whether now existing or hereafter arising.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as an Event of Default has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which is permitted under the Security Agreement.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 16th day of June, 1999.

THE SAN FRANCISCO MUSIC BOX COMPANY

By:
Name: John H. Cannon
Title: Vice-President and Treasurer

Acknowledged:

THE BANK OF NEW YORK,
as Administrative Agent

By:
Name: Howard Bascom
Title: Vice-President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, Sheilagh M Clarke, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that John H. Cannon, Vice-President and Treasurer of The San Francisco Music Box Company (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such John H. Cannon , appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 17th day of June, 1999.

[Seal]

Signature of notary public
My Commission expires May 31, 2001

SHEILAGH M. CLARKE
Notary Public, State of New York
No. 01CL4739218
Qualified in New York County
Commission Expires May 31, 2001

SCHEDULE 1

U.S TRADEMARK
REGISTRATIONS AND APPLICATIONS

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END OF REPORT

TOTAL ITEMS SELECTED = 10

THE SAN FRANSISCO MUSIC BOX COMPANY

EXCLUSIVE TRADEMARK LICENSES

None.