

Form PTO-1694  
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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents

attached original documents or copy thereof.

McG 11-15-99

1. Name of conveying party(ies):

Learning Curve International, Inc.

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

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

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

American National Bank and Trust  
Name: Company of Chicago

Internal Address:

Street Address: 120 South LaSalle Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship
- Association National Banking
- 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

3. Nature of conveyance:

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

Execution Date: July 14, 1999

4. Application number(s) or registration 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: Anamaria Elejalde  
Seyfarth, Shaw, Fairweather  
Internal Address: & Geraldson

Street Address: 55 East Monroe, Suite 4200

City: Chicago State: IL ZIP: 60603

6. Total number of applications and registrations involved:

50

7. Total fee (37 CFR 3.41): \$ 1,265.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

13-1951

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

DO NOT USE THIS SPACE

9. Statement and signature.

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

Anamaria Elejalde Cashman  
Name of Person Signing

*A. E. Cashman*  
Signature

November 11, 1999  
Date

Total number of pages comprising cover sheet:

5

OMB No. 0851-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

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REEL: 002003 FRAME: 0845

FORM PTO-1584  
-31-99

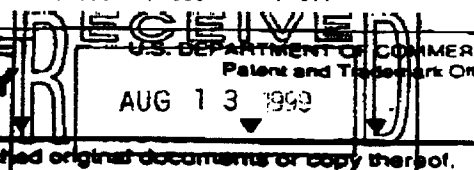
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OVER SHEET  
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To the Honorable Commission

Record the attached original documents or copy thereof.

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- Corporation-State
- Other
- Association
- Limited Partnership

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City: Chicago State: IL ZIP: 60603

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- Limited Partnership
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Seyfarth, Shaw, Fairweather & Geraldson

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6. Total number of applications and registrations involved: 50

7. Total fee (37 CFR 3.41): \$ 1,265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 13-1951

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

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01 FC:481 40.00 DP  
02 FC:482 1225.00 DP

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9. Statement and signature.

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

Anamaria Elejalde  
Name of Person Signing

*A. Elejalde*  
Signature

August 13, 1999  
Date

Total number of pages comprising cover sheet: 5

OMB No. 0651-0011 (exp. 4/94)

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TRADEMARK  
REEL: 002003 FRAME: 0846

## TRADEMARK APPLICATIONS

<u>NAME</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>OWNER</u>
SMALL MIRACLES	75/48,611	02/25/99	Learning Curve International, Inc.
PUZPETS	75/43,360	03/03/98	Learning Curve International, Inc.
ROBO-REX	75/414,246	01/06/98	Learning Curve International, Inc.
R.A.V.E.N.	75/413,577	01/06/98	Learning Curve International, Inc.
ROBOTIX TASK FORCE	75/413,576	01/06/98	Learning Curve International, Inc.
ROBOCITY	75/309,732	06/16/97	Learning Curve International, Inc.
ROBOCITY	75/309,731	06/16/97	Learning Curve International, Inc.
LEARNING CURVE and Design	75/263,777	03/25/97	Learning Curve International, Inc.
LEARNING CURVE INTERNATIONAL	75/242,278	02/14/97	Learning Curve International, Inc.
THE RIGHT TOY AT THE RIGHT TIME	75/240,848	02/07/97	Learning Curve International, Inc.
LEARNING CURVE MULTIMEDIA	75/240,834	02/07/97	Learning Curve International, L.L.C.
LEARNING CURVE PRODUCTIONS	75/240,833	02/07/97	Learning Curve International, Inc.
LEARNING CURVE ENTERTAINMENT	75/237,899	02/07/97	Learning Curve International, Inc.
LEARNING CURVE EDUCATION	75/237,898	02/07/97	Learning Curve International, Inc.
LEARNING CURVE PUBLICATIONS	75/237,897	02/07/97	Learning Curve International, Inc.
DESERT ROVER	75/195,939	11/05/96	Learning Curve International, Inc.
MAKE A LION	75/193,728	11/05/96	Learning Curve International, Inc.

<u>NAME</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>OWNER</u>
MAKE AN ELEPHANT	751193,727	11/05/96	Learning Curve International, Inc.
WHISKERS	751176,277	10/03/96	Learning Curve International, Inc.
CLICKITY-CLACK TRACK	74501,519	03/18/94	Learning Curve International, Inc.
CLACK TRACK	74501,478	03/18/94	Learning Curve International, Inc.

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## TRADEMARK REGISTRATIONS

<u>NAME</u>	<u>REG. DATE</u>	<u>REG. NO.</u>	<u>OWNER</u>
TED THE PTERODACTYL	10/30/98	2,199,084	Learning Curve International, Inc.
HORACE THE MOOSE	09/01/98	2,186,771	Learning Curve International, Inc.
CHESTER THE MONKEY	03/16/99	2,232,756	Learning Curve International, Inc.
DAPHNE THE DRAGON	03/02/99	2,229,486	Learning Curve International, Inc.
PENELOPE THE PIG	08/25/98	2,184,994	Learning Curve International, Inc.
MARLEY THE LION	08/25/98	2,184,993	Learning Curve International, Inc.
ROBO-DOG	12/15/98	2,211,599	Learning Curve International, Inc.
POWER-UP PACK	05/04/99	2,243,191	Learning Curve Toys, L.L.C.
SPACE COPTER	11/03/98	2,201,967	Learning Curve International, Inc.
VOLCANIC CRAWLER	11/10/98	2,203,197	Learning Curve International, Inc.
AQUABOT	12/15/98	2,211,598	Learning Curve International, Inc.
LASER SCANNER	11/10/98	2,203,196	Learning Curve International, Inc.
DUNE TRIKE	11/10/98	2,203,195	Learning Curve International, Inc.
MARS CRUISER	04/13/99	2,239,337	Learning Curve International, Inc.
BLINKY THE LIGHTNING BUG	04/28/98	2,154,307	Learning Curve International, Inc.
FINNEGAN THE DRAGON	05/05/98	2,155,720	Learning Curve International, Inc.
MONSTER MATCH	05/05/98	2,155,719	Learning Curve International, Inc.

<u>NAME</u>	<u>REG. DATE</u>	<u>REG. NO.</u>	<u>OWNER</u>
PATCHES	03/10/98	2,143,541	Learning Curve International, Inc.
BLANKET BABY	03/10/98	2,143,540	Learning Curve International, Inc.
LITTLE KNOTTIES	02/10/98	2,136,269	Learning Curve International, Inc.
LEARNING CURVE TOYS and Design	01/14/97	2,030,226	Learning Curve International, Inc.
WOODTOWN A LEGENDARY PLACE FOR KIDS and Design	01/14/97	2,030,225	Learning Curve International, Inc.
LEARNING CURVE TOYS	12/31/96	2,027,139	Learning Curve International, Inc.
ROBOTIX and Design	08/12/97	2,087,051	Learning Curve International, Inc.
FELTKIDS	04/09/96	1,966,503	Learning Curve International, Inc.
INFANT DEVELOPMENT SYSTEM	02/01/97	2,037,967	Learning Curve International, Inc.
WOODTOWN	09/19/95	1,921,031	Learning Curve International, Inc.
Design Only	07/16/91	1,650,555	Learning Curve International, L.L.C.
ROBOTIX	06/04/85	1,339,315	Learning Curve International, Inc.

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of July 14, 1999, is by Learning Curve International, Inc., a Delaware corporation ("Grantor"), in favor of American National Bank and Trust Company of Chicago, as Agent for the Lenders party to the Credit Agreement referred to below.

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among Grantor and Agent on behalf of the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make loans to the Grantor from time to time; and

WHEREAS, as a condition to making the loans under the Credit Agreement, the Agent, on behalf of the Lenders, requires that Grantor execute and deliver to Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, as a further condition to making loans under the Credit Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

"Trademark License" shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

"Trademarks" shall mean all of the following now owned or hereafter acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in

any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK

COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including but not limited to those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and 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.

[signature page follows]



IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LEARNING CURVE INTERNATIONAL, INC.

By: [Signature]  
Name: BARRY GERSOWSKY  
Title: Exec. VP/COO

ACCEPTED AND ACKNOWLEDGED BY:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,  
as Agent

By: [Signature]  
Name: William A. Armorsell  
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR  
STATE OF ILLINOIS )  
  ) ss.  
COUNTY OF COOK )

On this 15<sup>th</sup> day of July, 1999 before me personally appeared BARRY GERSOWSKY, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Learning Curve International, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
{seal} Notary Public

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