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OPR/FINANCE RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☐ Other
- Effective Date
Month Day Year

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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

12/29/1999 DMGUYEN 00000045 75268028

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
1100.00 OP

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

TRADEMARK
REEL: 002004 FRAME: 0551

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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

☒ Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Melissa M. Lopes

Melissa Lopes

December 13, 1999

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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

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

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

☒ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

R1410507	R1498634	R2151615
R1482974	R871578	R2076540
R1499561	R905157	R2227936
R799531	R1858461	R2211110
R1699052	R940276	R1871895
R1849240	R1557974	R1755287
R1512654	R783866	R1856276

Registration Number(s)
(Continuation)

R1214857
R1895095
R540143
R2132555

R803427
R1140727
R1153114
R1173202

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 30, 1999, is made by GIBSON GREETINGS, INC., a Delaware corporation ("Gibson") and GGIP, Inc., a Delaware corporation ("GGIP"; Gibson and GGIP are, together, "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as 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 the Loans and to incur Letter of Credit Obligations for the benefit of Grantor; and

WHEREAS, in consideration of Lenders making the Loans and incurring the Letter of Credit Obligations as provided for in the Credit Agreement, Grantor has agreed to pledge to Agent, on behalf of itself and Lenders, a continuing first priority security interest in the Intellectual Property Collateral (as hereinafter defined);

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 Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantor now or hereafter existing from time to time, Grantor hereby pledges and 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 property, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"), to the extent not prohibited by any restrictions in the licenses referred to below:

(a) all of its Patents and Patent Licenses to which it is a party, whether as licensor or licensee, including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party, whether as licensor or licensee, including those referred to on Schedule I hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party, whether as licensor or licensee, including those referred to on Schedule I hereto and including all unregistered Copyrights;

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

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

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

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, registered Trademark, application for registration of Trademark, registered Copyright or application for registration of Copyright except as set forth in Schedule I hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on all of Grantor's Patents, Trademarks and Copyrights. Upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, such security interests will be perfected security interests in favor of Agent in all of Grantor's United States registered Copyrights, applications for registration of Copyrights, Trademarks and Patents and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary to perfect Agent's Lien on Grantor's United States Patents, Trademarks, registered Copyrights and applications for registration of Copyrights shall have been duly taken.

4. COVENANTS. Grantor covenants and agrees with Agent, on behalf of itself and Lenders, that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Agent immediately if it knows that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or

development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prompt, but in any event, within three (3) Business Days of such filing, written notice thereof, and, upon request of Agent, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Lender to file, maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents, material Trademarks and material Copyrights (now or hereafter existing), including the filing of applications with respect to any existing or future unregistered but material copyrightable works, applications for renewal, affidavits of use, affidavits of incontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the material Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Agent promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent reasonably shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interests in the Intellectual Property 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.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant

to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

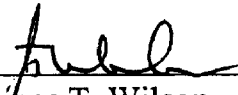
7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date

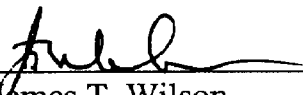
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GIBSON GREETINGS, INC.


By: 
Name: James T. Wilson
Title: Executive Vice President of Finance &
Operations and Chief Financial Officer

GGIP, INC.

By: 
Name: James T. Wilson
Title: Vice President

ACCEPTED and ACKNOWLEDGED by:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent

By: 
Name: CHRISTOPHER COX
Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut)
COUNTY OF Fairfield)

ss. Stamford

On this 30th day of November, 1999 before me personally appeared James T. Wilson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GIBSON GREETINGS, 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.

James P. Moroney
Notary Public

{seal}

My Commission Exp. Nov. 30, 2000

STATE OF Connecticut)
COUNTY OF Fairfield)

ss. Stamford

On this 30th day of November, 1999 before me personally appeared James T. Wilson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GGIP, 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.

James P. Moroney
Notary Public

{seal}

My Commission Exp. Nov. 30, 2000

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents, Trademarks and Copyrights

A. PATENTS

	<u>Patent</u>	<u>Patent No.</u>	<u>Issue Date</u>
1.	Character Figure	D.413,637	09/07/99
2.	Shipment and Display fixture for cards	5,513,745	05/07/96
3.	Modular display structure	3,901,164	08/26/75
4.	Greeting card display and storage fixture	D 370,140	05/28/96
5.	Combined collapsible greeting card and toy	D 308,223	05/29/90

B. PATENT APPLICATIONS

None

C. TRADEMARK REGISTRATIONS

1. See List of Registered Marks and List of Foreign Registered Trademarks attached hereto.
2. "Success" - Registration No. 1,807,428 - abandoned

D. TRADEMARK APPLICATIONS

1. See List of Pending Registrations attached hereto.

E. COPYRIGHT REGISTRATIONS

	<u>Copyright</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
1.	Claude	VA 942-725	07/10/98
2.	Mr. Excuses	VA 920-703	07/14/98
3.	Buddy Brown Noser	VA 920-787	07/14/98
4.	The Boss	VA 920-786	07/14/98
5.	Ms. Administrative Assistant	VA 920-788	07/14/98

33.	Batty Bills	K: 73204	
34.	Just for You; a Special Collection of Inspiration Verses	A: 906116	
35.	E.D. Release	K: 89979	
36.	Rounders and Romantics Promotions	K: 89978	
37.	Sensitivity Sampler	K: 89294	
38.	To comfort you: inspired thoughts/by Helen Steiner Rice	TX-1-696-310	12/6/85
39.	To comfort you. By Gibson Art Company	RE-270-862	12/20/85
40.	The Promise of Easter. By Gibson Art Company	RE-270-863	12/20/85
41.	God loves us/ by Helen Steiner Rice	TX-2-252-301	12/20/85
42.	God loves us. By Gibson Art Company	RE-385-529	12/30/85
43.	Christmas and the Christ child/ Helen Steiner Rice	RE-594-773	10/28/91
44.	Gibson Greetings, Inc.: Forbes special situation survey, supplementary review	TX-3-436-950	10/21/92
45.	[Robin & Mariah, Morgan mare & filly: no. D15C-12A]	VA-328-246	10/20/88
46.	Joy Ride: [no. K1079]. A Frosty day: [no. K985]. Harpers Ferry: [no. K1095]... [et al.]/Grandma Moses [i.e. Anna Mary Robertson Moses]	VA-369-269	9/14/89

- | | | | |
|-----|--------------------------------------------------------------------|------------|---------|
| 47. | Crash | VA-957-405 | 7/10/98 |
| 48. | Cool Clyde | VA-957-406 | 7/10/98 |
| 49. | See attached list of copyright registrations assigned to Borrower. | | |

F. COPYRIGHT APPLICATIONS

None.

G. LICENSES

See the schedule of trademark and copyright licenses attached hereto. In addition, IP Subsidiary has licensed to Borrower all unregistered copyrights owned by IP Subsidiary pursuant to a license dated as of November 30, 1999.

H. OTHER INTELLECTUAL PROPERTY

1. Web site address: gibsongreetings.com

H:\GIBSON\INPRACT4.SCH

May 6, 1999

GIBSON GREETINGS, INC.

<u>REGISTERED MARK (Current)</u>	<u>REGISTERED NUMBER</u>	<u>REGISTERED/ RENEWED DATE</u>	<u>AFFIDAVIT OF USE DUE</u>	<u>AFFIDAVIT FILED</u>	<u>RENEWAL DATE</u>	<u>REGISTERED USE</u>
BUZZA	1,372,440	11/26/05	11/26/90	yes	11/26/05	greeting cards, gift wrap, party papers
COLOR MAGIC	871,570	06/24/09R	06/24/74	yes	06/24/09	gift ribbon and wrap/tissue, foil callophane
ESTAMPA	1,071,095	01/03/95	01/03/00	-	01/03/05	greeting cards
EVERYTHING CURED	1,347,931	07/09/05	07/09/90	yes	07/09/05	fixture system
EVERYTHING-UP SYSTEM, THE	1,214,057	11/02/02	11/02/07	yes	11/02/02	display units for greeting cards; racks
E-Z UP	1,095,095	05/23/95	05/23/00	-	05/23/05	combined display and shipping contain fabricated of cardboard for greeting cards; calendars and like flat goods
Fleur-de-lie symbol	1,402,974	04/05/00	04/05/93	yes	04/05/00	greeting cards, paper napkins, tablecloth and doilies, streamers, stickers, posters; gift wrap, paper certificates and novel hats
FOR HEAVEN'S SAKE	1,050,461	10/10/94	10/10/99	-	10/10/04	decorative magnets, paper bookmarks and paper gift bags
GIBSON & Fleur-de-lie	1,360,959	11/05/05	11/05/90	yes	11/05/05	greeting cards
	703,066	01/26/05R	01/26/70	yes	01/26/05	greeting cards, note paper, seals, par decor and supplies, gift wrap, ribbon; bows, stationery
GLOWING MOMENTS	1,350,604	07/23/05	07/23/90	yes	07/23/05	calendars and paper stickers
HEART TO HEART	2,161,615	06/02/90	06/02/03	-	06/02/00	candles
HOT OFF THE PRESS	540,143	03/27/91R	03/27/56	yes	03/27/01	greeting cards
INSPIRATIONAL	1,490,634	00/02/00	00/02/93	yes	00/02/00	greeting cards
JEAN V O'BRIEN	905,157	12/29/90R	12/29/75	yes	12/29/00	greeting cards
JAY OF SOX, THE	1,349,325	07/16/05	07/16/90	yes	07/16/05	greeting cards, calendars
KINNY KOALA (little bear design)	1,344,323	06/25/05	06/25/90	yes	06/25/05	greeting cards, calendars, booklets
	1,379,134	01/21/06	01/21/91	yes	01/21/06	greeting cards

*One year from date to file

May 6, 1999

<u>REGISTERED MARK (Current)</u>	<u>REGISTERED NUMBER</u>	<u>REGISTERED/ RENEWAL DATE</u>	<u>AFFIDAVIT OF USE DUE*</u>	<u>AFFIDAVIT FILED</u>	<u>RENEWAL DATE</u>	<u>REGISTERED USE</u>
KIRBY NOALA (words only)	1,368,869	11/05/05	11/05/90	yes	11/05/05	greeting cards
LIFE AS WE KNOW IT	1,699,052	07/07/92	07/07/97	yes	07/07/02	greeting cards
MAGIC OF THOUGHTFULNESS, THE	803,427	02/08/86R	02/08/71	yes	02/08/06	greeting cards
MESSAGES OF FAITH, HOPE AND LOVE	2,076,540	07/01/97	07/01/02	-	07/01/07	greeting cards
MUTTY 'MOMENTS	799,531	11/30/95R	11/30/70	yes	11/30/05	greeting cards
PLAY CAND	1,173,202	10/13/81	10/13/86	yes	10/13/01	greeting cards
PLEASANT THOUGHTS	940,276	08/08/92R	08/08/75	yes	08/08/02	ribbons and bows, gift wrap/tissue, greeting cards
PLEASANT THOUGHTS	1,368,575	11/05/85	11/05/90	yes	11/05/05	calendars and packaged notes
PREMIERE COLLECTION, THE	1,755,287	03/02/93	03/02/98	yes	03/05/03	gift wrap, ribbons and bows
PRODUCTIVITY PLUS	1,849,240	08/09/94	08/09/99	-	08/09/04	greeting cards (exclusive of birth announcements) and stationary
RIPPLE EFFECTS	1,856,276	09/27/94	09/27/99	-	09/27/04	retail store product display fixtures
SILLY SLAMERS	2,132,555	01/27/90	01/27/03	-	01/27/08	greeting cards
SHEET PEA	2,211,110	12/15/98	12/15/03	-	12/15/08	plush toys, namely toys with insect-activated sound modules
TEDDY MUZZLEBIE	1,140,727	10/21/80	10/21/95	yes	10/21/00	greeting cards and calendars
TENDER THOUGHTS	1,499,561	08/09/88	08/09/93	yes	08/09/08	greeting cards, stuffed plush
WOMEN'S WRITES	1,557,974	09/26/89	09/26/94	yes	09/26/09	paper napkins, paper tablecloths, paper plates and cups
WRITE ALTERNATIVE, THE	2,227,936	03/02/99	03/02/04	-	03/02/09	Christmas ornaments
	1,153,114	05/05/81	05/05/86	yes	05/05/01	greeting cards
	1,410,507	09/23/86	09/23/91	yes	09/23/06	greeting cards
	1,512,654	11/15/80	11/15/93	yes	11/15/08	greeting cards

*One year from date to file

ITU/PENDING REGISTRATIONS

	<u>DATE SENT OFF</u>	<u>App. Serial No.</u>	<u>Filing Date</u>
BEARING BLESSINGS	10/25/95 (abandoned)		
BULLSEYE PRODUCTIONS	3/98	75-485915	5/15/98
COOL STUFF	11/7/97	75-390908	11/17/97
HANDS ON	4/1/97	75-268028	4/2/97
KEEPERS	11/7/97	75-390907	11/17/97
THEME PARK LOGO	1/15/98	75-419211	1/16/98
WOOF, MEOW, WHATEVER	11/7/97	75-390919	11/17/97
RELATIVITY		75-654650	3/5/99

APPLICANT COUNTRY DOCKET CLIENT CODE	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
Gibson Greetings, Inc. Bolivia W3801280 GIB 928	GIBSON FLEUR DE LIS DESIGN 16	68200 JUN 20 95 D	64.962 NOV 18 97 D
Gibson Greetings, Inc. Brazil W30130 GIB 591	GIBSON fleur de lis design 16	816754705 JUL 07 92 D	816754705 MAR 15 94 D
Gibson Greetings, Inc. Benelux W29398 GIB 617	GIBSON 16	775893 FEB 13 92 D	511236 NOV 19 92 D
Gibson Greetings, Inc. Benelux W29991 GIB 700	GIBSON 21, 26, 28	782147 JUN 25 92 D	516467 JAN 04 93 D
Gibson Greetings, Inc. Canada W30876 GIB 585	GIBSON fleur de lis N/A	716733 NOV 12 92 D	479397 AUG 01 97 D
Gibson Greetings, Inc. Switzerland W29392 GIB 640	GIBSON 16	1494/92 FEB 14 92 D	396466 NOV 06 92 D
Gibson Greetings, Inc. Switzerland W30106 GIB 706	GIBSON 21, 26, 28	4872/92 JUN 25 92 D	399.144 MAR 05 93 D
Gibson Greetings, Inc. Switzerland W41228CH GIB 967	SILLY SLAMMERS 28	03258/1998 APR 23 98 D	454444 SEP 09 98 D

APPLICANT COUNTRY DOCKET CLIENT CODE	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
Gibson Greetings, Inc. Chile WJ2525 GIB 586	GIBSON 16,25,28	30.764	284.887 MAY 02 84 D
Gibson Greetings, Inc. China WJ0051 GIB 602	GIBSON 16	92029376 MAY 28 92 D	640861 MAY 07 93 D
Gibson Greetings, Inc. Colombia WJ5856CO GIB 925	GIBSON & Fleur de Lis 16	95.041.902 SEP 13 95 D	183042 JAN 22 96 D
Gibson Greetings, Inc. Colombia WJ5857CO GIB 935	GIBSON & Fleur de lis 26	95.041.900 SEP 13 95 D	183044 JAN 22 96 D
Gibson Greetings, Inc. Colombia WJ5858CO GIB 936	GIBSON & Fleur de lis 28	95.041.899 SEP 13 95 D	183045 JAN 22 96 D
Gibson Greetings, Inc. Colombia WJ5859CO GIB 937	GIBSON & Fleur de lis 21	95.041.901 SEP 13 95 D	183043 JAN 22 96 D
Gibson Greetings, Inc. Costa Rica WJ0688 GIB 607	GIBSON 16	79894 AUG 17 92 D	82.048 JAN 25 93 D
Gibson Greetings, Inc. Cyprus WJ0687 GIB 597	GIBSON 16	36519 MAY 14 92 D	36519 MAY 24 93 D

APPLICANT COUNTRY DOCKET CLIENT CODE	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
Gibson Greetings, Inc. Czech Republic W30220 GIB 604	GIBSON 16	07073492 AUG 06 92 D	179017 AUG 23 94 D
Gibson Greetings, Inc. Germany W30028 GIB 628	GIBSON 16,21	G40884/16W APR 04 92 D	2038630 JUN 18 93 D
Gibson Greetings, Inc. Germany W30402 GIB 701	GIBSON 26, 28	G41384/26W JUL 30 92 D	2037422 JUN 02 93 D
Gibson Greetings, Inc. Estonia W32183 GIB 813	GIBSON 16	93-006868 AUG 06 93 D	16848 SEP 14 95 D
Gibson Greetings, Inc. Spain W29436 GIB 638	GIBSON 16	1684802 FEB 17 92 D	1684802 MAR 03 95 D
Gibson Greetings, Inc. Spain W29981 GIB 702	GIBSON script 21	1710477 JUL 01 92 D	1710477 APR 05 93 D
Gibson Greetings, Inc. Finland W29738 GIB 626	GIBSON and fleur de lis design 16	1689/92 APR 06 92 D	125758 MAR 05 93 D
Gibson Greetings, Inc. Finland W30401 GIB 697	GIBSON fleur de lis 21, 26, 28	4433/92 SEP 15 92 D	128926 OCT 05 93 D

APPLICANT COUNTRY DOCKET CLIENT CODE	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
Gibson Greetings, Inc. France W29395 GIB 627	GIBSON 16	92405785 FEB 14 92 D	92405785 FEB 14 92 D
Gibson Greetings, Inc. France W30076 GIB 698	GIBSON and fleur de lis design 21, 26 and 28	92425100 JUL 01 92 D	92425100
Gibson Greetings, Inc. United Kingdom W28995 GIB 536	GIBSON 16	1480488 OCT 24 91 D	1480488 NOV 04 94 D
Gibson Greetings, Inc. United Kingdom W28996GB GIB 563	fleur de lis design 16	1480523 OCT 24 91 D	1480523 FEB 04 94 D
Gibson Greetings, Inc. United Kingdom W30178 GIB 692	GIBSON 21	1506907 JUL 15 92 D	B1506907 JUL 15 96 D
Gibson Greetings, Inc. United Kingdom W30180 GIB 751	GIBSON 28	1506909 JUL 15 92 D	B1506909 JUL 15 92 D
Gibson Greetings, Inc. United Kingdom W40934GB GIB 957	RIPPLE EFFECTS AND DESIGN 16	2158117 FEB 11 98 D	2158117 FEB 11 98 D
Gibson Greetings, Inc. Greece W29524 GIB 629	GIBSON 16	109166 MAY 29 92 D	109166 APR 17 95 D

APPLICANT COUNTRY DOCKET CLIENT CODE	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
Gibson Greetings, Inc. Greece W30032 GIB 704	GIBSON 21, 26, 28	109852 JUL 17 92 D	109852 MAY 17 95 D
Gibson Greetings, Inc. Guatemala W30717 GIB 587	GIBSON fleur de lis 16	6215-92 OCT 06 92 D	76299 AUG 17 95 D
Gibson Greetings, Inc. Hong Kong W29783 GIB 612	GIBSON 16	9211475 MAY 20 92 D	11388 MAY 20 92 D
Gibson Greetings, Inc. Honduras W30433 GIB 606	GIBSON 16	6645/92 AUG 21 92 D	57379 MAR 29 93 D
Gibson Greetings, Inc. Hungary W29394 GIB 630	GIBSON 16	M9200854 FEB 14 92 D	135459 JUN 14 93 D
Gibson Greetings, Inc. Indonesia W31147 GIB 788	GIBSON 16	APR 14 93 D	308146 JUL 12 94 D
Gibson Greetings, Inc. Iire W29742 GIB 631	GIBSON 16	92/0820 FEB 13 92 D	152778 JAN 24 95 D
Gibson Greetings, Inc. Iire W30029 GIB 693	GIBSON 21	92/3278 JUN 26 92 D	152779 JAN 24 95 D

APPLICANT COUNTRY DOCKET CLIENT CODE	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
Gibson Greetings, Inc. Eire W30030 GIB 713	GIBSON 26	92/3279 JUN 24 92 D	152780 JAN 24 95 D
Gibson Greetings, Inc. Eire W30031 GIB 714	GIBSON 28	92/3280 JUN 24 92 D	152781 JAN 24 95 D
Gibson Greetings, Inc. Italy W29393 GIB 632	GIBSON 16	MI92C01301 FEB 21 92 D	640334 DEC 27 94 D
Gibson Greetings, Inc. Italy W30457 GIB	GIBSON 21, 26, 28	92C005624 JUL 28 92 D	00649102 APR 21 95 D
Gibson Greetings, Inc. Japan W25165 GIB 359	GIBSON 25	98817/89 SEP 01 89 D	2562026 JUL 30 93 D
Gibson Greetings, Inc. Japan W25166 GIB 346	GIBSON 19	98816/89 SEP 01 89 D	2378465 FEB 28 92 D
Gibson Greetings, Inc. Sri Lanka W29739 GIB 590	GIBSON 16	63468 MAR 23 92 D	63468 AUG 30 95 D
Gibson Greetings, Inc. Lithuania W32182 GIB	GIBSON 16	ZP 10333 AUG 16 93 D	23132 MAR 04 97 D

APPLICANT COUNTRY DOCKET CLIENT CODE	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
Gibson Greetings, Inc. Latvia W32270 GIB 793	GIBSON 16	M-93-7129 JUL 06 93 D	M33782 JUL 06 93 D
Gibson Greetings, Inc. Macao W34564MO GIB 916	GIBSON 26	48194 OCT 20 94 D	14110 OCT 20 94 D
Gibson Greetings, Inc. Macao W34565MO GIB 917	GIBSON 26	48195 OCT 20 94 D	14111 OCT 20 94 D
Gibson Greetings, Inc. Macao W34566MO GIB 919	GIBSON 21	48193 OCT 20 94 D	14109 OCT 20 94 D
Gibson Greetings, Inc. Macao W34576MO GIB 920	GIBSON 16	14.068 OCT 10 94 D	14.068 OCT 10 94 D
Gibson Greetings, Inc. Malta W29727 GIB 634	GIBSON 16	21404 APR 23 92 D	21404 JAN 13 93 D
Gibson Greetings, Inc. Mexico W29722 GIB 619	GIBSON 16 and 21	132.864 FEB 17 92 D	430111 JAN 26 93 D
Gibson Greetings, Inc. Mexico W30197 GIB 731	JEAN V. O'BRIEN 21	145659 JUL 24 92 D	438963 AUG 06 93 D

APPLICANT COUNTRY DOCKET CLIENT CODE	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
Gibson Greetings, Inc. Mexico W30198 GIB 715	SUCCESS 21	145666 JUL 24 92 D	429938 JAN 25 93 D
Gibson Greetings, Inc. Mexico W30199 GIB 720	fleur de lis design 16	145664 JUL 24 92 D	428876 JAN 08 93 D
Gibson Greetings, Inc. Mexico W30201 GIB 718	AMOR Y SONRISAS 16	145662 JUL 24 92 D	513592 JAN 04 96 D
Gibson Greetings, Inc. Mexico W30202 GIB 719	AMOR Y SONRISAS 21	145663 JUL 24 92 D	513593 JAN 04 96 D
Gibson Greetings, Inc. Mexico W30215 GIB 716	TEDDY HUGGLESBIE 16	145660 JUL 24 92 D	426341 NOV 25 92 D
Gibson Greetings, Inc. Mexico W30216 GIB 717	TEDDY HUGGLESBIE 21	145661 JUL 24 92 D	426342 NOV 25 92 D
Gibson Greetings, Inc. Mexico W30217 GIB 717	JEAN V. O'BRIEN 16	145658 JUL 24 92 D	440684 AUG 27 93 D
Gibson Greetings, Inc. Mexico W34148MX GIB 912	fleur de lis design 8	212117 SEP 14 94 D	483076 DEC 15 94 D

APPLICANT COUNTRY OBJECT CLASS CODE	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
Gibson Greetings, Inc. Nigeria #30039 GIB 599	GIBSON 16	TP13608 APR 15 92 D	51085 AUG 16 94 D
Gibson Greetings, Inc. Nicaragua #30464 GIB 608	GIBSON fleur de lis 16	92-02290 AUG 26 92 D	23.603 JUL 26 93 D
Gibson Greetings, Inc. Norway #29396 GIB 635	GIBSON 16	92-0785 FEB 17 92 D	162469 MAY 11 94 D
Gibson Greetings, Inc. Norway #30050 GIB 695	GIBSON 21, 26, 28	92-3253 JUN 25 92 D	162485 MAY 11 94 D
Gibson Greetings, Inc. Norway #41230NO GIB 963	SILLY SLAMMERS 28	9803176 APR 15 98 D	192958 SEP 18 98 D
Gibson Greetings, Inc. New Zealand #29523 GIB 584	GIBSON 16	216214 FEB 13 92 D	216214 AUG 14 97 D
Gibson Greetings, Inc. New Zealand #41229NZ GIB 965	SILLY SLAMMERS 28	290964 APR 15 98 D	290964 NOV 26 97 D
Gibson Greetings, Inc. Panama #31538 GIB 611	GIBSON fleur de lis 16	065042 FEB 27 93 D	65042 APR 11 95 D

APPLICANT COUNTRY MARKET CLIENT CODE	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
Gibson Greetings, Inc. Peru 10631 IB 758	GIBSON 16	208768 SEP 10 92 D	100828 DEC 24 92 D
Gibson Greetings, Inc. Philippines 29803 IB 589	GIBSON and fleur de lis design 16	80895 MAY 26 92 D	60171 APR 05 95 D
Gibson Greetings, Inc. Portugal 29721 IB 616	GIBSON 16	280566 FEB 20 92 D	280566 NOV 10 93 D
Gibson Greetings, Inc. Portugal 10079 IB 749	GIBSON 28	284.341 JUL 09 92 D	284341 MAR 14 94 D
Gibson Greetings, Inc. Portugal 10080 IB 748	GIBSON 26	284.340 JUL 09 92 D	284340 MAR 14 94 D
Gibson Greetings, Inc. Portugal 10081 IB 701	GIBSON 21	284.339 JUL 09 92 D	284339 MAR 14 94 D
Gibson Greetings, Inc. Russian Federation 10529 IB 617	GIBSON 16	159256 MAY 27 92 D	115988 FEB 10 94 D
Gibson Greetings, Inc. Saudi Arabia 10040 IB 598	GIBSON 16	15900 FEB 16 92 D	267/52 OCT 28 92 D

APPLICANT COUNTRY CLOCK CLIENT CODE	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
Gibson Greetings, Inc. Sweden 029741 IB 639	GIBSON 16	92-03299 APR 03 92 D	253047 OCT 29 93 D
Gibson Greetings, Inc. Sweden 030716 IB 694	GIBSON fleur de lis 21,26,28	92-06174 JUL 10 92 D	247323 MAR 05 93 D
Gibson Greetings, Inc. Slovak Republic 302205K IB 947	GIBSON 16	07073492 AUG 06 92 D	176526 FEB 08 96 D
Gibson Greetings, Inc. El Salvador 30053 IB 605	GIBSON fleur de lis design 16	1555/92 MAY 04 92 D	13/27/27 JUN 02 95 D
Gibson Greetings, Inc. Turkey 29725 IB 641	GIBSON script 16	39913/92 JUN 01 92 D	137223 JUN 01 92 D
Gibson Greetings, Inc. Trinidad and Tobago 30219 IB 603	GIBSON 39	20862 JUL 02 92 D	20862 MAR 01 95 D
Gibson Greetings, Inc. Taiwan, Province of China 029975 IB 674	GIBSON and fleur de lis design Taiwanese Class 49	81-15406 MAY 26 92 D	577601 DEC 01 92 D
Gibson Greetings, Inc. Taiwan, Province of China 029977 IB 675	GIBSON and fleur de lis design Taiwanese Class 50	81-15405 MAY 26 92 D	590422 MAR 16 93 D

APPLICANT COUNTRY DOCKET CLIENT CODE	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
Gibson Greetings, Inc. Taiwan, Province of China W30092 GIB 673	GIBSON and fleur de lis design 67 Taiwanese	81-15404 MAY 26 92 D	579752 DEC 16 92 D
Englander Licensing Limit Taiwan, Province of China W30183 GIB 756	GIBSON 48 Taiwanese	81040319 AUG 11 92 D	583179 FEB 16 93 D
Gibson Greetings, Inc. Venezuela W29453 GIB 592	GIBSON Venezuelan Class 37	003439-92 FEB 24 92 D	169.065 OCT 07 94 D
Gibson Greetings, Inc. Virgin Islands W33720 GIB 596	GIBSON 16	2588 MAY 13 93 D	2588 MAY 13 93 D
Gibson Greetings, Inc. South Africa W22126 GIB	GIBSON 16		B67/5427 DEC 11 67 D

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APPLICANT COUNTRY MARKET AGENT CODE	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
Gibson Greetings, Inc. Australia 19273 GIB 593	GIBSON 16	AM971/92 FEB 26 92 D	142157 MAY 26 92 D
Gibson Greetings, Inc. Australia 30105 GIB 705	GIBSON and fleur de lis design 31, 36, 28	AM1041/92 JUN 22 92 D	144480 OCT 22 92 D
Gibson Greetings, Inc. Australia 122125 GIB	GIBSON		8389496 FEB 25 87 D
Gibson Greetings, Inc. Australia M41256AU GIB 964	SILLY SLAMMERS 28	759618 APR 15 98 D	759618 NOV 26 97 D
Gibson Greetings, Inc. Bulgaria M18484BG GIB 944	GIBSON 16	17251 FEB 07 97 D	31917 OCT 29 97 D
Gibson Greetings, Inc. Bahrain W30763 GIB 594	GIBSON 16	1153/92 OCT 31 92 D	15655 NOV 17 93 D
Gibson Greetings, Inc. Bermuda W30972 GIB 595	GIBSON 16	21920 NOV 24 92 D	21920 JAN 25 97 D
Gibson Greetings, Inc. Brunei Darussalam W31044 GIB 609	GIBSON 16	21825 MAY 27 92 D	21330 JUL 04 97 D

Licensed Properties

Property	Royalty Codes	Sell Off	Upstairs Mass	Minimum Payment	Change of Control
Anastasia	935	120 days	no restrictions	\$20,000	13(b) Termination. If substantial portion of the assets or controlling stock in Licensee's business is sold or transferred or if there is a substantial change in the Licensee's management, then Fox may terminate upon 30 days written notice.
Alfred E. Neuman (AAN)				\$185,000	20. Agreement may be assigned by Licensee by merger, operation of law, or the sale of the Licensee's business as a going concern, but it must give Licensor written notice.
Austin Powers	152-241	90 days		\$10,000	21(e) No sublicense or assignment without prior written approval of Licensor.
Babe II	205-207	180 Edit/365 Seasonal	no restrictions	\$210,000	29(g) Default occurs upon any merger, consolidation or other reorganization of or involving any Licensee group member causing 25% or more of equity interests to be owned by an entity who did not own it before the transaction.
Baby Blues	590-591	180 Edit/365 Seasonal	mass	None	9(k) No assignment, transfer or sublease without Licensor's written approval.
Baby Looney Tunes	531	90 days	mass specialty	\$35,000	14(a)(c) Termination by Licensor. If Licensee undergoes a substantial change of management to the competitor of the Licensor, Licensor may terminate.
Batman & Robin (Voice/Animated Series)	566-572	90 days	mass specialty	\$200,000	14(a)(ix) Termination by Licensor. If Licensee undergoes a substantial change of management to a studio competitor, Licensor may terminate.
Beavis & Butthead	153			\$10,000	of all or substantially all of its business or assets to a third party, or control is transferred and management changed, unless approved by Licensor.
Big Boy				\$4,000	8. Licensee may not sell, transfer or assign or devolve by operation of law to a third party without written consent of Licensor.
Bobby Lobos	190	90 days		\$10,000	9.3 Licensor may immediately terminate if Licensee undergoes any substantial change in ownership or control including sale or transfer of more than 50% of the assets or controlling stock in the Licensee's business.
Boris & Natasha				\$10,000	See Babe II

Caroline Holiday Greeting Cards				\$13,400	13. No assignment without written consent of Licensor
Caroline Holiday Calendars	227/230	365 days		\$316	13. No assignment without written consent of Licensor
Casper (PENDING)		60 days		\$4,500	20. No sublicensing, assignment, transfer, mortgage or encumbrance or transfer by operation of law without prior written consent which shall not be unreasonably withheld.
Charles Atlas				\$4,000	19. No assignment or sublicense.
Charles the Tune		365 days		\$4,000	15. No assignment or sublicense without prior written consent of the Licensor.
Chicken Soup for the Soul Greeting Cards				\$13,400	23. Assignments are void.
Chicken Soup for the Soul Calendars	420-422-424	180 day	no restrictions		23. Assignments are void.
Chiquita Banana				\$3,500	21. 10 There can be no assignment or sublicense without prior written consent of Licensor. This includes assignment by operation of law in a merger or consolidation.
Classic TV (Dick Van Dyke Show)	300-315-320-325-330-335	180 Edays/365 Seasonal	no restrictions	\$2,000	12 (C) No assignment, delegation or sublicense without prior written consent of Licensor, to be granted in its sole discretion. This includes a transfer in the aggregate of 50% or more of Licensee's capital stock or voting power.
Clueless		180 Edays/365 Seasonal	no restrictions	\$223,000	See Star Trek
Critter Tales (Kritiken Brothers)	555-558	180 Edays/365 Seasonal	mass upstairs	\$80,000	15. No assignment or sublicense without prior written consent of the Licensor.
Date Earhardt	184	120 days		\$10,000	4. No right to sublicense.
Date Earhardt, Jr.	187	120 days		\$2,500	4. No right to sublicense.
Date Jarrell	157	90 days		\$15,000	8.3 Licensor may immediately terminate if Sublicensee undergoes any substantial change in its ownership control, including the sale of substantially all assets, merger, or if voting interests pass to the minority, or an assignment for the benefit of creditors.
Deborah Brunfield	446	180 Edays/365 Seasonal	mass upstairs	12,000	15.1 No sublicense or assignment without prior written consent of Licensor including any transfer of 50% or more of any ownership interest in the Licensee.
Dick Wade	184	365 days		\$20,000	15. No assignment or sublicense without prior written consent of the Licensor which shall not be unreasonably withheld or delayed.

Dillon (Greeting Cards)	287	90 days	mass	\$50,000	J.1 No sublicensing. L.1 No assignments without written consent.
Dilbert (Novelty)	285	90 days	updates	\$125,000	J.1 No sublicensing. L.1 No assignments without written consent.
Dilbert (Slippers)	289	90 days	mass	\$100,000	J.1 No sublicensing. L.1 No assignments without written consent.
Edith Collection	235	120 days		\$80,000	16(A) No assignments without written approval of Licensor.
Felt the Cat		3 months		\$5,000	6.08 No assignment without written consent of Licensor.
Flavia	470-480-735-738	180 Edays/365 Seasonal	Mass (except Target)	\$300,000 (Paid)	22. No assignment of rights without written consent of Licensor. 16.3 No sublicense.
Flavia - Afresco		180 Edays/365 Seasonal		\$35,280	See Flavia
Flavia - Kinko's		Seasonal	Kinko's	None	See Flavia
Flavia - Sierra	500	180 Edays/365 Seasonal	mass + Kinko's (no Target)	\$5,000	See Flavia
Fraser Collection	595-597-695	360 days	no medications	\$120,000	XVIII. (E) Upon the sale or transfer of Licensee's business or controlling stock interest, Licensor may cancel on 30 days written notice unless Licensee's stock is traded on the National Stock Exchange.
Fraser	213	180 Edays/365 Seasonal	no medications	\$223,000	See Star Trek
Garfield	430	180 days	mass specialty	\$30,000	6. No sublicense or assignment without written consent of Licensor.
Giordano	425-428	Unlimited	unlimited	\$40,000	16 (a) Any assignment or sublicense is a breach. This includes any transfer of 25% or more of the shares of Licensee's stock to any one article.
Godzilla	442	90 days	no medications	\$50,000	30.3.6 Licensor may terminate if a substantial portion of assets or controlling stock or ownership in Licensee's business is sold or transferred, or there is a substantial change in management. Licensor must give 30 days notice.
Grimy	615	180 Edays/365 Seasonal	no medications	\$200,000	VII. No sublicense or transfer or assignment without Licensor's written consent.
Heien Steiner Rice	785-786-890		no medications	\$100,000.00	15. No assignment or sublicense without written consent of Licensor, which shall not be unreasonably withheld, provided, however, that rights may be sublicensed by Licensee to G.Gil. and Cheo for so long as Licensee owns at least 75% or more of the voting stock of each.
Hercules (TV)	217	180 Edays/365 Seasonal	no medications	\$25,000	See Babe II

Mr. Peanut				\$8,000	19. No assignment or sublicense without prior written consent of Licensor. This includes all transfers of control from the transfer of stock, trust, or otherwise to any person not in control immediately prior to the transaction, or merger, consolidation, or reorganization.
Matts	580	60 days	mass updates	\$30,000	16. No assignment of Sublicense without prior written approval of the Licensor.
NASCAR	750	90 days		\$10,000 (1989) \$12,500 (2000)	15(a)(7). Licensor shall have the right to immediately terminate agreement if Licensee attempts to grant or grants a Sublicense or attempts to assign or assigns any right or duty under this agreement to any person or entity without the prior written consent of Licensor.
NFL	245-275	90 days		\$150,000 for each of 2 years	9.a. Licensor can terminate immediately if Licensee assigns, transfers, or encumbers its rights without Licensor's written consent. This includes the transfer of 50% or more of Licensee's capital stock, or merger, or consolidation, or sale of substantially all of Licensee's assets.
Pink Panther				\$4,000	K(1)(g). Licensor has the right of termination if there is a transfer of 25% or more of Licensee's common capital stock, or a transfer of its business and/or substantially all assets. In anticipation of this, Licensee shall notify Licensor who will decide whether it approves the transfer, or if it will exercise its right of termination.
Ricky Rudd	163	90 days		\$5,000	22. This agreement may be terminated if Licensee settles all or substantially all that is stock or assets, or substantially changes ownership or management).
Road & Track	155			\$12,000	14.(c)(vii) A party may terminate if there is a change in ownership or a consent of Licensee.
Rocky & Bulwinkle				\$10,000	See Babe II
Ron Burns (EXPIRED AGREEMENT)		40 Edley/305 Seasonal			
Ruth Morehead (Social Expression)	800-804	305 days	mass updates (no DM)	\$30,000	11. No assignment, Sublicense, or encumbrance of rights without written consent of Licensor.
Ruth Morehead (Anchovy)		305 days	mass updates (no DM)	\$30,000	11. No assignment, Sublicense, or encumbrance of rights without written consent of Licensor.
Slee Trek and Seethe	475	180 Edley/305 Seasonal	no restrictions	See Star Trek (\$223,000)	See Star Trek

Sayers Collection	724-726-728-729	365 days	mass updates	\$10,000	16. No assignment of Sublicense without prior written approval of the Licensor.
Sesame Street	820-821-807	180 Days/365 Seasonal	no restrictions	(1989) \$150,000	10(a)(i) Licensor may terminate if Licensee assigns rights without Licensor's written consent.
Small Soldiers	220		no restrictions	\$55,000	34(a) No assignment, Sublicense, transfer, or encumbrance of rights without Licensor's prior written consent. This includes mergers or consolidations involving Licensee or majority shareholders, sale or transfer of substantially all assets, transfer to a subsidiary, affiliate, or other entity, or transfer of 33 1/3% or more of Licensee's voting stock.
Star Trek	210-212	180 Days/365 Seasonal	no restrictions	See Star Trek (\$223,000)	See Star Trek
Superman Animation	529	90 days	mass updates	\$50,000	14(b) Licensor may terminate if Licensee undergoes a substantial change of management to a studio competitor.
Sury's Zoo	242-345-348-455-486	180 Days/365 Seasonal	mass	\$150,000	16.(c) No assignment, pledge, encumbrance, or Sublicense of rights without Licensor's prior written consent and (d) agreement is binding on successors, heirs, and assigns of both parties.
Sury's Zoo - Kinko's		180 days/Cards	Kinko's		
Tamagotchi	485	120 days	mass updates	\$10,000	17. No assignment/sublicense without Licensor's written consent.
Tony Labonte	158	60 days		\$10,000	9.3 Licensor may immediately terminate without liability if Licensee undergoes any substantial change in its ownership or control. Change means sale or transfer of more than 50% of assets or controlling stock in Licensee's business.
Tony the Tiger/Toucan Sam/Snap, Crackle & Pop (IN NEGOTIATIONS)				\$10,000	10.3(4) Licensor shall have the immediate right to terminate this agreement by giving written notice to Licensee if Licensee undergoes a change of more than 50% of its ownership or sells or disposes of more than 50% of its stock. 18. Licensee may only assign rights by prior written consent of Licensor the foregoing notwithstanding. Licensee may transfer its rights and all obligations under this agreement to any entity controlled, controlling, or under common control with Licensee or as a result of a sale, consolidation, reorganization or other transfer involving substantially all of the Licensee's business assets.

Titik - Lucky Charms-Cocoa Puffs		60 days		\$15,000	10.1. No assignment, mortgage, sale, sublicense, or other encumbrance, including by operation of law, or sale which results in a change of the controlling ownership interest of Licensee without prior express written consent of Licensor.
Universal Monsters				\$40,000	See Babe II
Valerie Tabor-Smith	343	60 Eday/365 Seasonal	mass updates	\$65,000	17. Licensee shall not, without Licensor's prior written approval (not to be unreasonably withheld) assigned, mortgaged, sublicensed, or otherwise encumber the rights.
White Christmas	225	180 Eday/365 Seasonal	no restrictions	See Star Trek (\$223,000)	See Star Trek
Wald Wald West	214			\$15,000	14.(a)(ix) Licensor shall have the right to terminate this agreement without prejudice to any rights which it may have if Licensee undergoes a substantial change of management or control.
Woody Woodpecker				\$10,000	See Babe II
Xena	215	180 Eday/365 Seasonal	no restrictions	\$25,000	See Babe II

T.e. Andy Dwyer, Happy Days, Ted, Andy Quinn, Dick Van Dyke, Beverly Hills, National Amusements, Amusements, Tiger Zand, Quinlan, Ivy Three Bars, Out Bound

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Date of Recordation: September 16, 1964
Volume/Page: 1192/57
Work(s): The Alcoholics Togetherness Key Club (A: 696643) by Buzza-Cardoza

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza Cardoza
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/36
Work(s): Association of TV Doctors (A: 680953) by Buzza-Cardoza

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardoza
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/37
Work(s): Bartender's Association (A: 680963) by Buzza-Cardoza

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardoza

Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/30
Work(s): Book Discards of the Week (A: 680963) by Buzza-Cardoza

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardoza
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/28
Work(s): Bureau of Delinquent Installments (A: 680961) by Buzza-Cardoza

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardoza
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/31
Work(s): Bureau of Mail Order Advertising (A: 680964) by Buzza-Cardoza

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardoza
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/49
Work(s): The Bureau of Matrimony (A: 696647) by Buzza-Cardoza

Document Description: Certificate Re agreement of Merger, executed September 30, 1977
Assignor: Cleo Wrap Corporation merging with and into the Gibson Greeting Cards, Inc.
Assignee: N/A
Date of Recordation: October 26, 1977
Volume/Page: 1643/177-175
Work(s): Santa Door Decoration Box (KK: 166336); Holiday Card Holder Box (KK: 166337);
Santa Mail Box (KK: 166338); Holiday Mail Box (KK: 166339)

Document Description: Assignment of Copyright, executed July 31, 1964.
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/54
Work(s): The Bureau of Pay Television (A: 696641) by Buzza-Cardozo.

Document Description: Assignment of Copyright, executed July 31, 1964.
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1954
Volume/Page: 1192/53
Work(s): Burlesque Queen Magazine (A: 696642) by Buzza-Cardozo.

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.

Date of Recordation: September 16, 1964
Volume/Page: 1192/40
Work(s): Cabbage Growers Association (A: 680957) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/42
Work(s): The Community Charity Association (A: 696638) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/38
Work(s): Consumer Giveaway Promotion (A: 680955) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/35
Work(s): Department of Eternal Taxation (A: 680952) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/27
Work(s): Dimvision Trap & Skeet Club (A: 680960) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/55
Work(s): The Goodwill Committee of the Pungent Limburger Co. (A: 696640) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/33
Work(s): A Group of Your Neighbors (A: 680950) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/29

Work(s): Hamster, Herford & Muddle (A: 680962) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964

Assignor: Buzza-Cardozo

Assignee: Gibson Greeting Cards, Inc.

Date of Recordation: September 16, 1964

Volume/Page: 1192/43

Work(s): The Juvenile Delinquent Bureau (A: 696648) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964

Assignor: Buzza-Cardozo

Assignee: Gibson Greeting Cards, Inc.

Date of Recordation: September 16, 1964

Volume/Page: 1192/26

Work(s): Local Geodetic Survey (A: 680959) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964

Assignor: Buzza-Cardozo

Assignee: Gibson Greeting Cards, Inc.

Date of Recordation: September 16, 1964

Volume/Page: 1192/32

Work(s): Mad-Magic Carpet Cleaner Co. (A: 680949) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964

Assignor: Buzza-Cardozo

Assignee: Gibson Greeting Cards, Inc.

Date of Recordation: November 12, 1964

Volume/Page: 1195/123

Work(s): The Magic of Prayer (A: 130857) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964

Assignor: Buzza-Cardozo

Assignee: Gibson Greeting Cards, Inc.

Date of Recordation: September 16, 1964

Volume/Page: 1192/45

Work(s): The Missing Persons Society (A: 696636) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964

Assignor: Buzza-Cardozo

Assignee: Gibson Greeting Cards, Inc.

Date of Recordation: September 16, 1964

Volume/Page: 1192/51

Work(s): Pancake Mixes, Inc. (A: 696645) by Buzza Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964

Assignor: Buzza-Cardozo

Assignee: Gibson Greeting Cards, Inc.

Date of Recordation: September 16, 1964

Volume/Page: 1192/52

Work(s): The Regal Supreme Hotel of New York (A: 696644) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/41
Work(s): Student Exchange Bureau (A: 680958)

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/48
Work(s): The Contortion Dance Studio (A: 696649) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/50
Work(s): The Suburban Development Company (A: 696646) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/46
Work(s): Surprise Birthday Party (A: 696635) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/39
Work(s): Volunteer Fire Brigade (A: 680956) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/58
Work(s): What Every Married Couple Should Know On Their Wedding Anniversary (A: 364768)

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/56
Work(s): The Wildlife Bureau (A: 696639) by Buzza-Cardozo