

02-02-2000



101255387

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

MRD 12.27.99

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  
12 10 1999

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
12 10 1999

Name

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)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  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.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

02/02/2000 DNGUYEN 00000070 7422997

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
175.00 OP

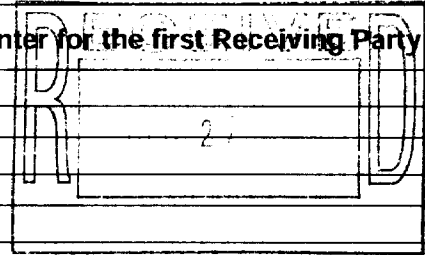
Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 002014 FRAME: 0681

**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)		
<input type="text" value="74229097"/>	<input type="text" value="74118650"/>	<input type="text" value="73536026"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="73327563"/>	<input type="text" value="73313408"/>	<input type="text" value="75347992"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75456462"/>	<input type="text" value="74118650"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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 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.

Timothy B. Matthews *Timothy B. Matthews* 12/20/99  
Name of Person Signing Signature Date Signed

# U.S. TRADEMARK MEMORANDUM OF SECURITY AGREEMENT

## (U.S. TRADEMARKS, US. TRADEMARK REGISTRATIONS, AND U.S. TRADEMARK APPLICATIONS)

WHEREAS, TMC Group, Inc., a Delaware corporation (“Borrower”), owns the U.S. Trademarks and U.S. Trademark registrations and applications for U.S. Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, pursuant to the terms of the Security Agreement dated as of the date hereof (as said Agreement may be amended from time to time) between Borrower and The HillStreet Fund, L.P., a Delaware limited partnership (“Lender”), the Borrower has granted to the Lender, a security interest in substantially all of Borrower’s assets, including all right, title and interest of Borrower in, to and under all U.S. Trademarks owned by Borrower, U.S. Trademark registrations owned by Borrower, together with any reissues, extensions, or renewals thereof and all of Borrower’s applications for U.S. Trademarks or registrations thereof, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized thereby or associated therewith and the applications therefor and the registrations thereof, and all products and proceeds thereof including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all secured obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby grants to the Lender a continuing security interest in all of its 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 “U.S. Trademark Collateral”), whether presently existing or hereafter arising or acquired:

(i) each U.S. Trademark, U.S. Trademark registration and U.S. Trademark application owned by Borrower, and all of the goodwill of the business, symbolized thereby or associated therewith including, without limitation, each U.S. Trademark, U.S. Trademark registration, and U.S. Trademark application referred to in Schedule 1 annexed hereto;

(ii) all products and proceeds of the foregoing including, without limitation, any claim by Borrower against third parties for present or future infringement or dilution after the date hereof of any U.S. Trademark or U.S. Trademark registration, or for injury to the goodwill of the business symbolized thereby or associated therewith.

This security interest is granted in conjunction with the Security Interests granted to the Lender pursuant to the Security Agreement. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the U.S. 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. Terms used herein which are defined in the Security Agreement and not otherwise defined herein are used herein as therein defined.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, Borrower has caused this U.S. Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 10th day of December 1999.

TMC GROUP, INC.

By: [Signature]  
Name: Omar Peraza Peraza  
Title: President

Acknowledged:

THE HILLSTREET FUND, L.P.

By: HILLSTREET CAPITAL INC.  
Its: Investment Manager

By: [Signature]  
Name: Christian L. Meininger  
Its: President

STATE OF MAINE

COUNTY OF CUMBERLAND

) : ss.:  
)

On the 3rd day of December, 1999, before me personally came OMAR PERAZA, to me personally known and known to me to be the person described in and who executed the foregoing instrument as President of TMC Group, Inc., who being by me duly sworn, did depose and say that he resides at MANCHESTER, NEW HAMPSHIRE; that he is President of TMC Group, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public

Notary Public, State of MAINE  
[SEAL]

My commission expires: DEBORAH J. JEAN  
NOTARY PUBLIC, MAINE  
COMMISSION EXPIRES APRIL 6, 2004

**SCHEDULE 1**

**TRADEMARKS**

**Docket Name:**  
GROUPTMC-T001XX

**Mark:**  
ILLUMINATIONS

<b>Filing Date:</b>	<b>Serial Number:</b>	<b>Status:</b>	<b>Registration No:</b>	<b>Issue Date:</b>
Dec. 4, 1991	74/229,097	Registered	1,759,809	March 23, 1993

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**Docket Name:**  
GROUPTMC-T002XX

**Mark:**  
STARLIGHTS

<b>Filing Date:</b>	<b>Serial Number:</b>	<b>Status:</b>	<b>Registration No:</b>	<b>Issue Date:</b>
Nov. 28, 1990	74/118,650	Registered	1,666,717	December 3, 1991

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**Docket Name:**  
GROUPTMC-T007XX

**Mark:**  
TREASURE MASTERS

<b>Filing Date:</b>	<b>Serial Number:</b>	<b>Status:</b>	<b>Registration No:</b>	<b>Issue Date:</b>
May 6, 1985	73/536,026	Registered	1,373,695	December 3, 1985

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**Docket Name:**  
GROUPTMC-T008XX

**Mark:**  
KEEPSAKE CREATIONS

<b>Filing Date:</b>	<b>Serial Number:</b>	<b>Status:</b>	<b>Registration No:</b>	<b>Issue Date:</b>
Sept. 11, 1981	73/327,563	Registered	1,227,581	February 15, 1983

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**Docket Name:**  
GROUPTMC-T009XX

**Mark:**  
TREASURE MASTERS

<b>Filing Date:</b>	<b>Serial Number:</b>	<b>Status:</b>	<b>Registration No:</b>	<b>Issue Date:</b>
June 5, 1981	73/313,408	Registered	1,223,755	January 11, 1983

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**Docket Name:**  
GROUPTMC-T010XX

**Mark:**  
MAGNEPOEM

<b>Filing Date:</b>	<b>Serial Number:</b>	<b>Status:</b>	<b>Registration No:</b>	<b>Issue Date:</b>
August 27, 1997	75/347,992	Issued	2,214,224	Dec. 29, 1998

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**Docket Name:**  
GROUPTMC-T011XX

**Mark:**  
HYPER GLOW

<b>Filing Date:</b>	<b>Serial Number:</b>	<b>Status:</b>	<b>Registration No:</b>	<b>Issue Date:</b>
March 25, 1998	75/456,462	Pending	** **	

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**Docket Name:**  
GROUPTMC-T012XX

**Mark:**  
STARLIGHTS

<b>Filing Date:</b>	<b>Serial Number:</b>	<b>Status:</b>	<b>Registration No:</b>	<b>Issue Date:</b>
Nov 28, 1990	74/118,650	Registered	1,666,717	Dec 3, 1991

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