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03-17-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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OPR/FINANCE

200 FEB 15 10 41

To the Honorable Commissioner of Patents and Trademarks.

copy thereof.

1. Name of conveying party(ies):
INTERNATIONAL MARKETING CONCEPTS, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State of Texas S Corporation
 Other _____

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

2. Name and address of receiving party(ies):
Name: GENERAL ELECTRIC CAPITAL CORPORATION
Internal Address: _____
Street Address: 6100 Fairview Road, Suite 350
City: Charlotte State: North Carolina ZIP: 28210

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designation 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: December 21, 1999

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

SEE ATTACHED

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: P. Weston Musselman, Jr.
Jenkins & Gilchrist, P.C.
Internal Address: _____

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41): \$ 390.00
 Enclosed
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: _____
(Attach duplicate copy of this page if paying by deposit account)

03/16/2000 DC04TES 00000258 75448153

FC:481 40.00 OP
FC:482 350.00 OP

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.

P. Weston Musselman, Jr. P. Weston Musselman, Jr. FEB. 11, 2000
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 8

**In Re Security Agreement By and Between International Marketing Concepts, Inc.,
Conveying Party, and General Electric Capital Corporation, Receiving Party**

Continued:

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

75/448,153

75/448,278

75/703,274

75/721,526

75/721,527

75/721,528

75/721,529

75/721,530

75/721,531

75/721,532

75/721,533

75/721,534

75/721,535

75/766,413

75/773,108

TRADEMARK SECURITY AGREEMENT

WHEREAS, INTERNATIONAL MARKETING CONCEPTS, INC., a Texas S corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and GENERAL ELECTRIC CAPITAL CORPORATION ("Secured Party") are parties to a Loan and Security Agreement dated December 21, 1999 (as same may be amended and in effect from time to time, the "Loan and Security Agreement"; all terms defined in the Loan and Security Agreement, whenever used herein, shall have the same meanings herein as are prescribed in the Loan and Security Agreement), providing for extensions of credit to be made to Grantor (the "Borrower") by Secured Party; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, between Borrower and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Loan and Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Loan and Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Loan and Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party 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 presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Loan and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder Of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 21 day of December, 1999.

Acknowledged:

GRANTOR:

INTERNATIONAL MARKETING CONCEPTS,
INC., a Texas S corporation

By:  _____

Name: Alan C. Lewis

Title: Chief Executive Officer

SECURED PARTY:

GENERAL ELECTRIC CREDIT
CORPORATION, a New York corporation

By: _____

Peter B. Cooney

Duly Authorized Signatory

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 21 day of December, 1999.

Acknowledged:


GRANTOR:

INTERNATIONAL MARKETING CONCEPTS,
INC., a Texas S corporation

By: _____
Name: Alan C. Lewis
Title: Chief Executive Officer

SECURED PARTY:

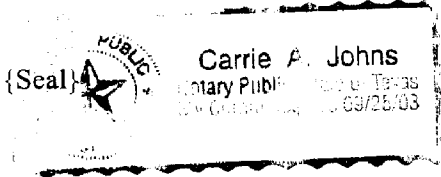
GENERAL ELECTRIC CREDIT
CORPORATION, a New York corporation

By:  _____
Peter B. Cooney
Duly Authorized Signatory

ACKNOWLEDGMENT

STATE OF Texas)
) ss.
COUNTY OF Dallas)

On the 22 day of December, 1999 before me personally appeared ALAN C. LEWIS, personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Chief Executive Officer of INTERNATIONAL MARKETING CONCEPTS, INC., who being by me duly sworn, did depose and say that he is Chief Executive Officer of INTERNATIONAL MARKETING CONCEPTS, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed 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.



Notary Public

Carrie A. Johns

My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On the ____ day of December, 1999 before me personally appeared PETER B. COONEY, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as _____ of GENERAL ELECTRIC CREDIT CORPORATION who being by me duly sworn, did depose and say that he is _____ of GENERAL ELECTRIC CREDIT CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed 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.

{Seal}

Notary Public

My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On the ____ day of December, 1999 before me personally appeared ALAN C. LEWIS, personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Chief Executive Officer of INTERNATIONAL MARKETING CONCEPTS, INC., who being by me duly sworn, did depose and say that he is Chief Executive Officer of INTERNATIONAL MARKETING CONCEPTS, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed 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.

{Seal}

Notary Public

My commission expires: _____

ACKNOWLEDGMENT

STATE OF NC)
) ss.
COUNTY OF Mecklenburg)

On the 28th day of December, 1999 before me personally appeared PETER B. COONEY, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Senior Vice President of GENERAL ELECTRIC CREDIT CORPORATION who being by me duly sworn, did depose and say that he is Senior Vice President of GENERAL ELECTRIC CREDIT CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed 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.

{Seal}

Notary Public

My commission expires: 9/29/03 Jean K Adams

Schedule 1
to Trademark
Security Agreement

TRADEMARK APPLICATIONS		
<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>
THE DREAMPLAY COLLECTION and design	Serial No. 75-773, 108	Filed August 11, 1999
THE DREAMPLAY COLLECTION	Serial No. 75-766, 413	Filed August 2, 1999
BEADAFISH	Serial No. 75-721, 535	Filed June 4, 1999
BEADASAURS	Serial No. 75-721, 534	Filed June 4, 1999
BEADABUGS	Serial No. 75-721, 533	Filed June 4, 1999
BEADAFUN	Serial No. 75-721, 532	Filed June 4, 1999
BEADAHOHOHO	Serial No. 75-721, 531	Filed June 4, 1999
BEADABOOS	Serial No. 75-721, 530	Filed June 4, 1999
BEADASPORTS	Serial No. 75-721, 529	Filed June 4, 1999
BEADAZOO	Serial No. 75-721, 528	Filed June 4, 1999
BEADABUR-R-R	Serial No. 75-721, 527	Filed June 4, 1999
BEADAMOBILES	Serial No. 75-721, 526	Filed June 4, 1999
SEASONAL LIGHTING CONCEPTS and design	Serial No, 75,703,274	Filed May 11, 1999
NORTH AMERICAN TREE CONCEPTS	Serial No, 75,448,278	Filed March 11, 1999
NORTH AMERICAN TREE CONCEPTS and design	Serial No, 75,448,153	Filed March 11, 1999