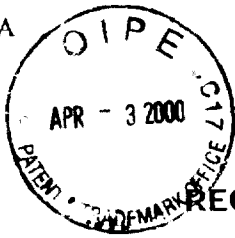


04-27-2000



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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
Effective Date
Month Day Year _____

Change of Name

Other _____

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)
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

FOR OFFICE USE ONLY

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01 FC 481 40.00 OF

02 FC 482 50.00 OF

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

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="75/618,238"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,753,876"/>	<input type="text" value="2,290,140"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<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

(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.

Christopher E. Kondracki

31 March 2000

Name of Person Signing

Signature

Date Signed

1
2
3
4 **TRADEMARK AND TRADEMARK**
5 **APPLICATIONS SECURITY AGREEMENT**

6 **IBJ Whitehall Retail Finance**
7 AGENT

8
9
10 March 21, 2000

11
12
13
14 THIS AGREEMENT is made between

15
16 IBJ Whitehall Retail Finance a division of IBJ Whitehall Business Credit
17 Corporation (in such capacity, the "**Agent**"), a New York corporation, with offices at 45
18 Braintree Hill Office Park, Suite 303 Braintree, Massachusetts 02184, as agent for a
19 syndicate of revolving credit lenders (the "**Revolving Credit Lenders**")

20
21 and

22
23 World of Science, Inc. (hereinafter, the "**Borrower**"), a New York corporation
24 with its principal executive offices at 900 Jefferson Road, Building 4, Rochester, New
25 York 14623

26
27 in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

28
29 *WITNESSETH:*

30
31 1. **BACKGROUND:** The Agent and the Borrower and others have entered into a certain
32 Loan Agreement and a certain Security Agreement of even date (as such agreement may be modified,
33 supplemented, amended or restated from time to time, hereinafter, collectively, the "**Loan Agreement**") pursuant to
34 which a credit facility has been established in favor of the Borrower and under which the Borrower's Liabilities are
35 to be secured by certain of the Borrower's assets, including all Marks. (Terms used herein which are defined in the
36 Loan Agreement are used as so defined).

37
38 2. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, the Borrower hereby creates
39 a security interest in favor of the Agent (for the ratable benefit of the Agent and the Revolving Credit Lenders), with
40 power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default) in and
41 to the following and all proceeds thereof (collectively, the "**TM Collateral**"):

42
43 (a) All of the Borrower's now owned or existing or hereafter acquired or arising trademarks,

..March 17, 2000..

..1..

1 trademark applications, service marks, registered service marks and service mark applications including, without
2 limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill
3 connected with and symbolized by any such trademarks, trademark applications, service marks, registered service
4 marks, and service mark applications.

5 (b) All renewals of any of the foregoing.

6 (c) All income, royalties, damages and payments now and hereafter due and/or payable
7 under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered
8 into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

9 (d) The right to sue for past, present and future infringements and dilutions of any of the
10 foregoing.

11 (e) All of Borrower's rights corresponding to any of the foregoing throughout the world.

12
13 **3. PROTECTION OF MARKS BY BORROWER:** The Borrower shall undertake the
14 following with respect to each items respectively described in Sections 2(a) and 2(b) (collectively, the "**Marks**")

15 (a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and
16 with the processing of the Marks.

17 (b) At the Borrower's sole cost, expense, and risk, pursue the prompt, diligent, processing of
18 each Application for Registration which is the subject of the security interest created herein and not abandon or
19 delay any such efforts.

20 (c) At the Borrower's sole cost, expense, and risk, take any and all action which Borrower
21 deems desirable to protect the Marks, including, without limitation, but subject to Borrower's discretion, the
22 prosecution and defense of infringement actions.

23
24 **4. BORROWER'S REPRESENTATIONS AND WARRANTIES:** The Borrower represents
25 and warrants that:

26 (a) **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications,
27 registered service marks and Federal service mark applications now owned by the Borrower.

28 (b) All TM Collateral is and shall remain, free and clear of all liens, Encumbrances, or
29 security interests to any Person other than to the Agent.

30 (c) The Borrower shall give the Agent written notice (with reasonable detail) within Ten (10)
31 days following the occurrence of any of the following:

32 (i) The Borrower's obtaining rights to, and filing applications for registration of
33 any new trademarks, or service marks, or otherwise acquires ownership of any newly registered
34 trademarks, registered service marks, trademark applications, or service mark applications, (other than the

1 Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's
2 business).

3 (ii) The Borrower's becoming entitled to the benefit of any registered trademarks,
4 trademark applications, trademark licenses, trademark license renewals, registered service marks, service
5 mark applications, service mark licenses or service mark license renewals whether as licensee or licensor
6 (other than Borrower's right to sell products containing the trademarks of others in the ordinary course of
7 Borrower's business).

8 (iii) The Borrower's entering into any new trademark license agreement or service
9 mark license agreement.

10
11 **5 AGREEMENT APPLIES TO FUTURE MARKS:**

12 (a) The provisions of this Security Agreement shall automatically apply to any such
13 additional property or rights described in 4(c), above, all of which shall be deemed to be and treated as "Marks"
14 within the meaning of this TM Security Agreement.

15 (b) The Borrower hereby authorizes the Agent to take all such action to protect the Agent's
16 interest in and concerning any future registered trademarks, trademark applications, registered service marks and
17 service mark applications, written notice of which is so given, *provided, however*, the Agent's taking of such action
18 shall not be a condition to the creation or perfection of the security interest created hereby.

19
20 **6. BORROWER'S RIGHTS TO ENFORCE MARKS:** Prior the Agent's giving of notice to
21 the Borrower following the occurrence of an Event of Default, the Borrower shall have the exclusive right to sue for
22 past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in
23 an effort by Borrower to protect the Marks against encroachment by third parties, *provided, however*:

24 (a) The Borrower provides the Agent with written notice of the Borrower's intention to so
25 sue for enforcement of any Mark.

26 (b) Any money damages awarded or received by the Borrower on account of such suit (or
27 the threat of such suit) shall constitute TM Collateral.

28 (c) Following the occurrence of any Event of Default, the Agent, by notice to the Borrower
29 may be terminate or limit the Borrower's rights under this Section 6

30
31 **7. AGENT'S ACTIONS TO PROTECT MARKS:** In the event of

32 (a) the Borrower's failure, within thirty (30) days of written notice from the Agent, to
33 commence curing any failure by the Borrower to perform any of the Borrower's obligations set forth in
34 Section 3; and/or

..March 17, 2000..

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2 (b) the occurrence of any Event of Default, the Agent, acting in its own name or in that of
3 the Borrower, may (but shall not be required to) act in the Borrower's place and stead and/or in the Agent's
4 own right in connection therewith.
5

6 8. **RIGHTS UPON DEFAULT:** Upon the occurrence of any Event of Default, the Agent may
7 exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in
8 Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Marks, in addition to which the
9 Agent may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon
10 an affidavit of an officer of the Agent that an Event of Default has occurred and that the Agent is authorized to
11 exercise such rights and remedies.
12

13 9. **AGENT AS ATTORNEY IN FACT:**

14 (a) The Borrower hereby irrevocably constitutes and designates the Agent as and for the
15 Borrower's attorney in fact, effective following the occurrence of any Event of Default:

16 (i) To exercise any of the rights and powers referenced in Sections 3 and 5(b).

17 (ii) To execute all such instruments, documents, and papers as the Agent determines
18 to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license,
19 assignment, transfer, or other disposition of the Marks.

20 (b) The within grant of a power of attorney, being coupled with an interest, shall be
21 irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.

22 (c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers
23 authorized by Section 9(a) herein, but if the Agent elects to do any such act or to exercise any of such powers, it
24 shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be
25 responsible to the Borrower for any act or omission to act except for any act or omission to act as to which there is a
26 final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be
27 heard) which determination includes a specific finding that the subject act or omission to act had been grossly
28 negligent or in actual bad faith.
29

30 10. **AGENT'S RIGHTS:**

31 (a) Any use by the Agent of the Marks, as authorized hereunder in connection with the
32 exercise of the Agent's rights and remedies under this Agreement and under the Loan Agreement shall be coextensive
33 with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related
34 charges.

..March 17, 2000..

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(b) None of this Agreement, the Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Agent any rights in and to the Marks, which rights are effective except following the occurrence of any Event of Default.

11. **INTENT:** It is intended that this Agreement supplement the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks. The Agent shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Loan Agreement with respect to all other Collateral.

12. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Borrower and the Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

WORLD OF SCIENCE, INC.
(The "Borrower")

IBJ WHITEHALL RETAIL FINANCE
(The " Agent")

By: Charles A. Callahan
Name: Charles A. Callahan
Title: Vice President of Finance and
Chief Financial Officer

By: Kevin J. Chamberlain
Name: Kevin J. Chamberlain
Title: V.P.

..March 17, 2000..

..5..

1 THE *Commonwealth* OF *Massachusetts*
2 COUNTY OF *Suffolk*
3

4 Then personally appeared before me Charles A. Callahan who acknowledged that such
5 person is the duly authorized Vice President of Finance and Chief Financial Officer of World of
6 Science, Inc. and that such person had executed the foregoing instrument on its behalf.

7 Witness my hand and seal this *20th* day of *March, 2000*

8
9
10 *Jacqueline M. Billard*
11 , Notary Public

My Commission Expires:

JACQUELINE M. *Billard*
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES: AUGUST 17, 2001

12
13
14 THE *Commonwealth* OF *Massachusetts*
15 COUNTY OF *Suffolk*
16

17
18 Then personally appeared before me *Kevin J. Chamberlain*, who acknowledged that such person is
19 the duly authorized *Vice President* of IBJ Whitehall Retail Finance and that such person exe-
20 cuted the foregoing instrument on its behalf.

21 Witness my hand and seal this *20th* day of *March, 2000*

22
23
24 *Jacqueline M. Billard*
25 , Notary Public

My Commission Expires:

JACQUELINE M. *Billard*
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES: AUGUST 17, 2001

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27
28 5510912

29 ..March 17, 2000..

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EXHIBIT A

Borrower's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

Trademark/Service Mark Registrations

TRADEMARK REGISTRATION NUMBER REGISTRATION DATE

Trademark Applications

MARK SERIAL NUMBER FILING DATE

851091.2

.March 17, 2000..

...7..

**Exhibit A
Trademarks**

Federal Trademark Registrations

<i>Trademark</i>	<i>Registration Number</i>	<i>Registration Date:</i>
World of Science	1,753,876	February 23, 1993
Millennium Precision Yo-Yo	2,290,140	November 2, 1999

Federal Pending Trademark Applications

<i>Trademark</i>	<i>Serial Number</i>	<i>Filing Date:</i>
Illuminator Precision Yo-Yo	75/618,238	January 8, 1999