

MFD
6-14-00

06-15-2000



101381614

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
Effective Date
Month Day Year

Merger

Change of Name

Other

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

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 Assignment.)

06/15/2000 DCDATES 00000006 1346483

FOR OFFICE USE ONLY

01 FC:481 40.00 DP

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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: 002087 FRAME: 0795

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)

<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"/>

Registration Number(s)

<input type="text" value="1,346,483"/>	<input type="text"/>	<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.

Sharon S. Patterson

Name of Person Signing

Sharon S. Patterson

Signature

6/9/00

Date Signed

ATTACHMENT TO TRADEMARK RECORDATION COVER SHEET

Document previously recorded at Reel 1377, Frame 0589 contained an error in property number 1,725,918. Document being re-recorded to correct error on stated Reel.

140-481

29071-482

11



To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies): Engize Acquisition Corp.

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Patent, Trademark and License Mortgage

Execution Date: 6/30/95

2. Name and address of receiving party(ies)
 Name: LaSalle National Bank
 Internal Address: _____
 Street Address: 120 South LaSalle Street
 City: Chicago State: IL ZIP: 60603

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):
 A. Trademark Application No (s)
1,116,132

B. Trademark Registration No.(s)
See attached

Additional numbers attached? Yes No exhibit B

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: LEXIS Document Services
 Internal Address: Attn: J Crowder
PH: 800 637 8605
 Street Address: 801 Adlai Stevenson Drive
 City: Springfield State: IL ZIP: 62703

6. Total number of applications and registrations involved: 117

7. Total fee (37 CFR 3.41): \$2940.00
 Enclosed
 Authorized to be charged to deposit account

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

DO NOT USE THIS SPACE

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

Name of Person Signing: _____ Signature: Sara A. Kneid Date: 7/25/95

Total number of pages including cover sheet, attachments, and document: 38

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments, P.O. Box 5889

EXHIBIT B

Trademarks

TRADEMARK
REF: 1377 FRAME: 0590

TRADEMARK
REEL: 002087 FRAME: 0799

United States Trademarks

<u>TRADEMARK</u>	<u>REG. DATE</u> <u>(APP. DATE)</u>	<u>REG. NO.</u> <u>(APP. NO.)</u>
BUDDY (Toy Vehicles, Plush Toy Dolls & Animals)	7/1/85	1,346,483
BUDDY L (Toy Vehicles, Accessories, Electrical & Mechanical Toys, etc.)	3/1/77	1,060,393
BUDDY L (Design) (Toy Vehicles, Accessories, Electrical & Mechanical Toys, etc.)	2/9/82	1,189,450
BUDDY L (Pools & Snow Products)	11/15/94	1,862,973
BUDDY L (Design) (Toys)	3/28/57	326,180
BUDDY L (Design) (Non-riding Toy Vehicles)	8/22/78	1,100,279
BUDDIES	3/2/76	1,034,936
BUDDY SYSTEMS (Illinois)	3/17/81	49,626
BEAMIN/ BUDDY(A)	(11/18/93)	(74/460,141)
BENCH BUDDY (Illinois)	3/17/81	49,626
BIG BUDDYS	(12/6/93)	(74/465,431)
BITSY BUDDYS (Playhouses/Furniture)	11/9/93	1,803,617
BUDDIES	3/2/76	1,034,936
BITSY BUDDYS (Toy Vehicles)	3/2/93	1,755,511

TRADE MARK

TRADE MARK
REEL: 002087 FRAME: 0800

FLYING BUDDYS	4/3/79	1,116,122
GOOD BUDDY	7/19/77	1,069,874
ITSY BITSY BUDDYS	2/9/93	1,751,399
KISSIN' BUDDY	10/8/91	1,860,174
LIL BUDDYS	4/25/78	1,090,070
MY BUDDY (Dolls)	7/30/85	1,351,905
MY FIRST BUDDYS	7/21/87	1,448,706
PICNIC BUDDY (Illinois)	3/17/81	49,627
TABLE BUDDY (Illinois)	3/17/81	49,623
TUB BUDDYS	(12/23/91)	(74/233,232)
WRESTLING BUDDIES	2/18/92	1,676,388
ALL-STAR HOCKEY	8/23/94	1,851,137
BIG BRUISER	4/21/85	1,736,899
BIG BRUTE	4/9/85	1,329,799
BLACK SNOW (Snow Board)	6/26/90	1,603,878
BLACK SNOW (Clothing)	12/5/89	1,569,881
BRUTE (Toy Vehicles)	11/2/76	1,051,966
BRUTE	3/11/69	866,228
BRUTE CRUSHER (A)	(12/23/91)	(74/233/177)
CAR COME BACK	9/18/84	1,296,455
COLOR PUPPS (A)	3/20/90	1,587,994
COMFY CRUISER	(4/19/94)	(74/514,275)
COOL SUMMER RESORT	12/24/91	1,669,560

TRADEMARK
REEL: 1377 FRAME: 0592

TRADEMARK
REEL: 002087 FRAME: 0801

CRASH EM-UPS	10/8/85	1,364,658
DINO SPLASH	(11/18/93)	(74/460,021)
DOUBLE DUNK	5/4/93	1,769,382
DUMPIN' BIGGER	9/20/94	1,855,313
EASY-WRITER	12/13/88	1,516,521
EASY-WRITER (Toy Typewriter)	3/27/79	1,115,708
EXCLUSIVELY YOURS FROM SLM AND MOTHER NATURE	4/6/93	1,763,748
FAZER & Design	9/29/92	1,720,441
FILL 'N SWIM	12/20/77	1,079,966
FORMULA RACER	9/9/87	1,456,648
GROWLERS	12/8/92	1,739,145
HARLEY-DAVIDSON MOTOR CYCLES and Design	10/20/92	1,725,913
HOP SKIP'N CLIP	12/8/92	1,739,142
HOSE 'EM HOCKEY (A)	(12/13/93)	(74/469,152)
HOT COOKIE (A)	(2/16/93)	(74/359,389)
JR. AIRBRUSH	4/5/94	1,829,900
LIGHTNING HAULER	(12/20/93)	(74/471,188)
LIL BRUTES	3/5/79	1,114,581
L'IL MISS	3/23/93	1,750,034
MAGICAL MOVIN' PICTURES	4/6/93	1,753,022
MILITARY FORCE	8/9/94	1,849,462
MR. TURTLE	1/26/82	1,187,843
NO TRACK TO HOLD YOU BACK	4/19/94	1,832,325
ONE MAN BAND	(2/16/93)	(74/359,392)
PLAY-ALONG PIANO (A)	(2/1/93)	(74/354,155)

REEL: 1577 FRAME: 0593

SPLASH N SLAM	12/22/92	1,742,384
SPLASH "N" SPIKE	8/15/92	1,710,810
STORY TOWN (A)	(10/17/94)	(74/586,475)
STREET REBELS	7/5/94	1,843,778
SUPER BRUTE	4/9/85	1,329,798
SUPER STROBE (A)	(9/16/93)	(74/436,371)
SUPER QUAD	12/27/94	1,870,652
SURF & TOW TEAM	12/15/92	1,740,620
TALK "N" GO	(12/27/93)	(74/474,490)
TALK TO ME PONY	4/23/93	1,765,320
TALKIN' CAMERA (Supplemental)	10/18/94	1,859,327
TERRIFIERS	7/9/85	1,348,293
THE ADAPTOR (A)	(4/16/91)	(74/380,628)
TIC TAC THROW	(2/16/93)	(74/359,390)
THE WILD RACERS (A)	(11/30/93)	(74/464,128)
THUNDER MAXX	2/16/93	1,752,699
THUNDER RIDER	12/28/93	1,814,495
THUNDERTUBE	7/7/92	1,699,238
TOW TEAM	5/28/85	1,338,173
TRIPLE PLAY	(5/15/94)	(74/525,432)
ULTIMATE AIR ARCADE	(3/17/94)	(74/503,149)
ULTIMATE AIR ARCADE	(12/17/93)	(74/474,491)
WATER WACKERS	6/21/94	1,841,401
WATER WORKS	10/20/92	1,725,943
WAVE BREAKER	(4/4/94)	(74/508,849)
WHEELY-BOBBERS	(9/20/93)	(74/426,557)

TRADEMARK
 REEL: 1377 FRAME: 0595

WISE ACES	12/24/91	1,669,566
WRIST SHOT	11/1/92	1,737,715
ZAP	12/17/91	1,668,618
ZIP WHEELS	4/15/84	1,278,130
ZIPPER	3/6/79	1,114,579

TRADEMARK
REEL 1377 FRAME 0596

TRADEMARK
REEL: 002087 FRAME: 0804

CANADIAN TRADEMARKS

<u>TRADEMARK</u>	<u>REG. DATE</u> <u>(APP. DATE)</u>	<u>REG. NO.</u> <u>(APP. NO.)</u>
BUDDY	8/15/86	TMA317,30
BUDDY L	3/15/68 (RNWD 3/15/83)	TMA155,934
BUDDY L & Design	3/29/68 (PHWD 3/29/83)	TMA156,147
BACKYARD BUDDYS	(8/31/92)	(711,818)
BEAMIN' BUDDYS	(12/7/93)	(742,934)
BIG BUDDYS	(11/29/93)	(742,367)
BITSY BUDDYS	(1/21/94)	(746,131)
AIR TARGETS	(2/21/94)	(747,025)
BRUTE LOWD	(12/8/93)	(743,233)
COMFY CRUISER	(4/13/94)	(752,202)
CONSTRUCTION FORCE	(7/26/93)	(733,659)
COOL SUMMER RESORT	4/25/91	TMA181,541
DINO SPLASH	(11/29/93)	(742,370)
DOUBLE DUNK	7/16/93	TMA414,625
DUMPIN' DIGGER	(8/18/93)	(735,112)
EXCLUSIVELY YOURS FROM SLM AND MOTHER NATURE (A)	(3/20/92)	(701,424)
PFC	4/29/88	TMA339,690
FLIP-ITS!	1/13/89	TMA349,951
PONTAINE MAGIQUE	3/7/86	TMA311,966
FORMULA RACER	2/20/87	TMA323913

TRADEMARK
REEL: 1377 FRAME: 0597

HIGHWAY POLICE CRUISER (2/21/94)	(747,835)
HOSE 'EM HOCKEY (A) (2/17/94)	(747,834)
HYDROFORCE 6/30/88	TMA142,293
LIGHTNING HAULER (1/21/94)	(746,127)
MAGIC FOUNTAIN 12/13/85	TMA309,275
NO TRACK TO HOLD YOU BACK (7/26/93)	(733,658)
PADDLE RIDER (2/21/94)	(747,832)
POWER DRIVERS 11/8/85	TMA308,097
POWER TAKE OFF 8/16/85	TMA305,985
POWER POD (A) (1/21/94)	(746,129)
PPO 11/22/85	TMA308,477
RAINBOW MAGIC FOUNTAIN 7/16/93	TMA414,573
REGENETRON (7/9/93)	(732,541)
RESCUE SQUAD (2/21/94)	(747,837)
REV'EM UP RACER 7/26/85	TMA305,306
SCANNAR STAR GLIDER 7/3/81 & Design	TMA260,418
SHOTBALL & Design 11/23/79	TMA237,460
SKETCH TOP (10/28/93)	(740,244)
SLAP SHOT (A) (7/5/93)	(732,180)
SNO-FIGHTER 1/20/70 (RTRWD 3/20/85)	TMA168,308
SNO-HOG & Design 3/29/91	TMA382,449
SNO-JET 12/17/71 (RTRWD 12/17/86)	TMA180,146
SPINARCO 11/8/85	TMA308,105
SPLASH 'N SLAM (A) (3/20/92)	(701,420)

TRADEMARK
RUFF 1377 FRAME 0598

SPLASH 'N SLAM	(6/17/91)	(684,177)
SPLASH 'N SPIKE (A)	(3/20/93)	(701,421)
STORY TOWN (A)	(10/24/94)	(766,988)
STREET REBELS	(7/16/93)	(733,660)
SUPER BRUISER	(12/4/92)	(718,532)
SUPER QUAD	(2/1/94)	(746,206)
TALKIN' CAMERA (A)	(1/25/94)	(745,862)
THE RATTLER LOWD	(3/2/94)	(748,650)
THE WILD RACERS	(1/25/94)	(745,835)
THE WINCH	12/13/85	TMA309,162
THUNDER RIDER	(9/23/92)	(713,423)
ULTIMATE AIR ARCADE	(1/5/94)	(744,832)
WATER WACKERS	(6/8/92)	(706,516)
WATERSLIDE PARK (A)	(3/20/92)	(701,422)
WAVE BREAKER	(3/28/94)	(750,917)
WHEELY-BOBBERS	(8/18/93)	(735,130)
WRESTLING CHAMPION	(8/22/91)	(688,146)
WRIST SHOT	11/13/92	TMA404,929

TRADEMARK
 REEL 1377 FRAME 0599

TRADEMARK
 REEL: 002087 FRAME: 0807

<u>TRADEMARK</u>	<u>REG. DATE (APP. DATE)</u>	<u>REG. NO. (APP. NO.)</u>
BABY-BOB	4/11/79	TMA333,024
BLACK SNOW	1/13/89	TMA349,902
FAZER & Design	3/15/91	TMA381,756
FORMULA RACER	2/20/87	TMA323,913
KRAZY KARPET TOBOGGAN & Design	4/25/80	TMA243,837
NORCA	3/23/89	TMA353,510
SCAN MAN STAR GLIDER & Design	7/3/81	TMA250,418
SHOTBALL & Design	11/23/79	TMA237,460
SNO-FIGHTER	3/20/70	TMA168,308
SNO-HOG & Design	3/29/91	TMA382,449
BLACK SNOW	6/26/90	1,603,878
BLACK SNOW	12/5/89	1,569,881
FORMULA RACER	9/8/87	1,456,645
SNO-HOG	6/8/93	1,775,284

<u>PATENT</u>	<u>REG. DATE</u>	<u>REG. NO.</u>
SNOWBOARD	4/6/89	D62863
BINDING FOR SNOWBOARD	4/6/89	D62865
SNOWBOARD	4/6/89	D62866

REF: TRADEMARK
D577 FRAME 0600

COMMON LAW TRADEMARKS (U.S.)

BOB GOODE

BABY-BOB

DAYTONA

FAZER

FREESTYLE

FUN SLALOM

HALF PIPE 125

HOT SHEET

KRAZY KARPET

LIGHTNING

MASTER

MOGUL MONSTER

NORCA

OXYGEN

PLAY BOB

PRO-SNOWBIE

QUASAR-SLED

SNO-FIGHTER

SNO KART

SNO-RIDER

SNO-SIZZLER

SNO-SLIDER

SNO-TANDEM

SNO-THRASHER

TRADE MARK
REEL: 1377 FRAME: 0601

TRADE MARK
REEL: 002087 FRAME: 0809

SUPER BOGGAN

SUPER HOGUL

SUPER TARGA

TARGA

TURBO

ULTRA BOGGAN

SPRINKLER/POOL GAMES

EXPLORER POOL

H2O WAR

RAINBOW MAGIC FOUNTAIN

SLIDE 'N SPLASH

SUPER TANKER

SWING 'N SIT

WATERSLIDE PARADISE

SHOTS

AIR POWERED SLAP SHOT HOCKEY

AIR-QUICK SHOT

AIR RAPID FIRE

AIR RICOCHET

AIR-SLAP SHOT

AIR-TARGETS

BUMPER SHOT

HOCKEY SONIC PRO

HOCKEY SUPER PRO

PRO TIME JR.

TRADE MARK
REEL: 1377 FRAME: 0602

TRADE MARK
REEL: 002087 FRAME: 0810

PRO TIME POOL
QUICK SHOT
TRIPLE UP
SKITTLE BOWLING
SKITTLE SCOREBALL
SUPER AIR CHALLENGE
SUPER POOL ENTERTAINMENT CENTER

Vehicles/Rides-Ons

BEACH RESCUE
BEACH ROVER
BIG DUMP TRUCK
BUDDYVILLE
BUDDYVILLE R.R.
EASY-ACCESS BATTERY CHARGING
MY FIRST CHOPPER
PEDAL RIDER
POP POP CAR
POP UP SHOOTING GALLERY
THE RATTLER LOWE
READY-SET-GO!
STREET KING CHOPPER
SUPER TORQUE DRIVE SYSTEM
SURVIVAL PATROL
TOUGH WITH STEEL
VOICE COMMAND
VOICE COMMAND CRUSHER

TRADE MARK
REEL: 002087 FRAME: 0603

TRADE MARK
REEL: 002087 FRAME: 0811

PATENT, TRADEMARK AND LICENSE MORTGAGE

THIS PATENT, TRADEMARK AND LICENSE MORTGAGE (the "Mortgage") made as of this 32th day of June, 1995, by Empire Acquisition Corp., a Delaware corporation having an address at 5150 Linton Boulevard, Delray Beach, Florida 33484 ("Mortgagor"), in favor of LaSalle National Bank, with an office at 120 South LaSalle Street, Chicago, Illinois 60603 ("Mortgagee"):

W I T N E S S E T H:

WHEREAS, Mortgagor and Mortgagee are parties to a certain Loan and Security Agreement (the "Security Agreement") and other related loan documents of even date herewith (collectively, with the Security Agreement, the "Loan Agreements"), which Loan Agreements provide (i) for Mortgagee to, from time to time, extend credit to or for the account of Mortgagor and (ii) for the grant by Mortgagor to Mortgagee of a security interest in certain of Mortgagor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and licenses;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Mortgagor agrees as follows:

1. Capitalized Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreements.

2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of Mortgagor's "Liabilities" (as defined in the Security Agreement), Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers, and conveys to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) United States and foreign patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future

infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) United States and foreign trademarks, trademark registrations, trademark applications, tradenames and tradestyles, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, tradenames, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, tradenames and tradestyles, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark", and, collectively, as the "Trademarks");

(iii) all license agreements with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other tradename or tradestyle between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as the "Licenses"); and

(iv) the goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

Upon the occurrence of an "Event of Default" (as defined in the Security Agreement), Mortgagee shall have the power, to the extent not prohibited by law or by the specific license agreements, to sell the Patents, Trademarks and Licenses.

3. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

(i) No Patent, Trademark or License has been adjudged invalid or unenforceable, and no Patent, Trademark or License has been cancelled, in whole or in part, and each Patent, Trademark and License is presently subsisting;

(ii) Each of the Patents, Trademarks and Licenses is valid and enforceable;

(iii) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any liens, charges and encumbrances, including, without limitation, licenses, shop rights and covenants by Mortgagor not to sue third persons;

(iv) Mortgagor has adopted, used and is currently using all of the Trademarks;

(v) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses; and

(vi) Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms and has entered into or will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants contained herein.

4. Restrictions on Future Agreements. Mortgagor agrees that until Mortgagor's Liabilities shall have been satisfied in full and the Loan Agreements shall have been terminated, Mortgagor shall not, without the prior written consent of Mortgagee, sell or assign its interest in, or grant any license under, the Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Patents, Trademarks or Licenses which is inconsistent with Mortgagor's obligations under this Mortgage, and Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage. Without limiting the generality of the foregoing, Mortgagor agrees that it shall timely pay all maintenance fees owing in connection with the Patents, Trademarks and Licenses as such fees come due. Notwithstanding the foregoing, Mortgagor may, with the prior written consent of Mortgagee which shall not be unreasonably withheld, grant a license to Carnichi Limited, a company organized under the laws of Hong Kong ("Carnichi"), solely for the use of the name "Buddy L"; provided, that such license shall, unless otherwise agreed to in writing by Mortgagee, terminate upon the earlier to occur of (i) a change

after the date hereof of ownership or control of Carnichi or (ii) the occurrence of an Event of Default.

5. New Patents, Trademarks, and Licenses. Mortgagor represents and warrants that the Patents, Trademarks and Licenses listed on Exhibits A, B and C, respectively, constitute all of the Patents, Trademarks, and Licenses now owned by Mortgagor. If, before Mortgagor's Liabilities shall have been satisfied in full or before the Loan Agreements have been terminated, Mortgagor shall (i) become aware of any existing Patents, Trademarks or Licenses of which Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses (or any improvement on any Patent), which benefit is not in existence on the date hereof, then the provisions of this Mortgage above shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B and C, as applicable, to include any such Patents, Trademarks and Licenses.

6. Royalties; Terms. The term of the assignments, mortgages and security interests granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, and (ii) the payment in full of Mortgagor's Liabilities and the termination of the Loan Agreements. Upon the occurrence of an Event of Default, Mortgagor agrees that the use by Mortgagee of all Patents, Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Mortgagee to the Mortgagor.

7. Grant of License to Mortgagor. Unless and until an Event of Default shall have occurred, Mortgagee hereby grants to Mortgagor the exclusive, nontransferable right and license to use the Trademarks in the ordinary course of its business, to exercise Mortgagee's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for Mortgagor's own benefit and account and for none other. Mortgagor shall use the Trademarks only on goods of at least as high quality as the goods on which Mortgagor or its predecessor used the goods prior to the date hereof. Mortgagor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Mortgagor in this Section 7, without the prior written consent of Mortgagee. From and after the occurrence of an Event of Default, Mortgagor's license with respect to the Patents, Trademarks and Licenses set forth in this Section 7 shall terminate forthwith, and Mortgagee shall have, in addition to all other rights and remedies given it by this Mortgage, those rights and remedies allowed by law, including, without limitation, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any of the jurisdictions in which the Patents, Trademarks or Licenses may be located.

8. Mortgagee's Right to Inspect. Mortgagee shall have the right, at any time and from time to time during normal business hours and prior to payment in full of Mortgagor's Liabilities and termination of the Loan Agreements, to inspect Mortgagor's premises and to examine Mortgagor's books, records and operations, including, without limitation, Mortgagor's quality control processes. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks.

9. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of Mortgagor's Liabilities and termination of the Loan Agreements, Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Mortgagor full title to the Patents, Trademarks, and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant to the Loan Agreements; this Mortgage or applicable law.

10. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagor on demand by Mortgagee and until so paid shall be added to the principal amount of Mortgagor's Liabilities and shall bear interest at the rate for "Loans" (as defined in the Security Agreement).

11. Duties of Mortgagor. To the extent commercially reasonable, Mortgagor shall have the duty (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or thereafter until Mortgagor's Liabilities shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, and (iv) to ensure

that the Patents, Trademarks and Licenses are and remain enforceable. Any expenses incurred in connection with Mortgagor's obligations under this Section 11 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Patent, Trademark or License, without the consent of Mortgagee.

12. Mortgagee's Right to Sue. After the occurrence of an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement, and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all reasonable costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 12.

13. Waivers. Neither any course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Loan Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

15. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney; Effect on Loan Agreements. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Loan Agreements, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. Mortgagor hereby authorizes Mortgagee, upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks and Licenses, or

(ii) take any other actions with respect to the Patents, Trademarks and Licenses as Mortgagee deems to be in the best interest of Mortgagee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Mortgagor's Liabilities shall have been paid in full and the Security Agreement, including any amendments thereto, has been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Loan Agreements but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Loan Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located.

17. Binding Effect; Benefits. This Mortgage shall be binding upon the Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

18. Governing Law. This Mortgage shall be governed by and construed in accordance with the internal laws of the State of Illinois.

19. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

20. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

21. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Loan Agreements.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.

ATTEST:

EMPIRE ACQUISITION CORP.

Title X

BY [Signature]
Title [Signature]

STATE OF Illinois
COUNTY OF Cook } SS

The foregoing Patent, Trademark and License Mortgage was executed and acknowledged before me this 30th day of June, 1995, by Artie Keresek and Tracy A. Kershek, personally known to me to be the Vice President, and Tracy A. Kershek, respectively, of Empire Acquisition Corp., a Delaware corporation, on behalf of such corporation.

Tracy A. Kershek
Notary Public

Cook County, Ill

My Commission Expires July 11, 1997
TRACY A. KERSHEK
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES JULY 11, 1997

Agreed and Accepted this 30th day of June, 1995

LASALLE NATIONAL BANK
By Robert Corsetti
Title SVP

THIS INSTRUMENT PREPARED BY AND
AFTER FILING RETURN TO:

Douglas P. Taber, Esq.
GOLDBERG, KOHN, BELL, BLACK,
ROSENBLUM & MORITZ, LTD.
55 East Monroe Street
Suite 3700
Chicago, Illinois 60603

EXHIBIT A

Patents

TRADEMARK
REEL: 1577 FRAME: 0613

TRADEMARK
REEL: 002087 FRAME: 0821

UNITED STATES PATENTS

<u>PATENT</u>	<u>REG. DATE</u> <u>(APP. DATE)</u>	<u>REG. NO.</u> <u>(APP. DATE)</u>
DRAWING DEVICE HAVING INDEXABLE STYLUS TURRET (EASY WRITER)	8/21/90	4949466
SOUND-PRODUCING TOY HAVING DEFORMABLE BODY	6/26/90	4936809
TOY ALPHABET SCHOOL BUS	4/10/90	4915633
PLUG-IN MODULE FOR MOTORIZED TOY VEHICLE	12/26/89	4889516
FOUR-WHEEL DRIVE TOY AND TRUCK ASSEMBLY	12/26/89	4889515
BLINKING TOY VEHICLE	12/26/89	4889514
DRAWING DEVICE HAVING MOBILE STYLUS TRACING LINES ON GLASS PLATE (EASY WRITER)	12/26/89	4888874
PLUG-IN MODULE FOR MOTORIZED TOY VEHICLE	11/7/89	4878877
DELAYED ACTION FLASHLIGHT	10/17/89	4875147
TOY SHOOTING GALLERY ASSEMBLY	9/26/89	4869513
DRAWING DEVICE HAVING RETRACTABLE STYLUS (EASY WRITER)	8/15/89	4856197
BLISTER PACK AND FRAME ASSEMBLY	7/18/88	4848577

TRADEMARK
REEL: 1377 FRAME: 0614TRADEMARK
REEL: 002087 FRAME: 0822

TOY CRASH VEHICLE WITH SKIDABLE FRONT WHEELS	8/9/88	4762511
WATER GUN AND TARGET COMBAT GAME SET	5/10/88	4743030
TOY CRASH VEHICLE	9/15/87	4693691
TOY WORK VEHICLE HAVING POWER TAKE-OFF	2/17/87	4643695
TOY PACKAGING	6/17/86	4595097
TOY CRASH VEHICLE	5/13/86	4588386
OPEN-FRONT CARTON FOR TOY VEHICLE	3/11/86	4574946
TOY WORK VEHICLE HAVING POWER TAKE-OFF	1/21/86	4569538
STUNT-PERFORMING TOY VEHICLE	12/3/85	4556396
TOY VEHICLE HAVING SPRING OPERATED MOTOR	1/15/85	4493671
SPARKING TOY VEHICLE AND LAUNCHER	10/30/84	4473326
SELF-RETURNING TOY VEHICLE (CAR COME BACK)	8/7/84	4463520
REVERSIBLE DIRECTION DRIVE MECHANISM FOR TOY VEHICLES (CAR COME BACK)	8/7/84	4463519
COMBINATION POOL AND SANDBOX (COOL SUMMER RESORT)	11/24/92	0331273
DEFLECTABLE BASKETBALL GOAL	10/13/92	0154414
RECREATIONAL POOL	2/17/87	4642822
TELESCOPIC GOLF CART	12/19/89	4887835
SNOW BOARD (MOGUL MONSTER)	11/13/90	4969655

TRADEMARK
REEL: 1377 FRAME: 0615

TRADEMARK
REEL: 002087 FRAME: 0823

SNOW BOARD (MOGUL MONSTER)	6/19/90	D308711
THEME PARK PLAYSET		(826,110)
BINDING FOR A SNOWBOARD AND A SNOWBOARD INCORPORATING THE BINDINGS	9/1/92	5,143,396
METHOD OF MAKING MULTI- COLORED UNITARY THERMOFORMED ARTICLE	10/2/84	4,474,725
MULTICOLORLED UNITARY THERMOFORMED ARTICLE	11/26/85	4,555,423
WATER GUN AND TARGET COMBAT GAME SET	5/10/88	4,743,030
WRIST-BORNE LAUNCHER FOR TOY VEHICLE HAVING A FLYWHEEL MOTION	7/12/88	4,756,703
FINAL DRIVE MECHANISM FOR A VEHICLE	4/26/83	4,739,852
SPIN-OUT VEHICLE	7/25/89	4,850,931

TRADEMARK
REEL: 1377 FRAME: 0616

TRADEMARK
REEL: 002087 FRAME: 0824

CANADIAN PATENTS

<u>PATENT</u>	<u>REG. DATE</u> <u>(APP. DATE)</u>	<u>REG. NO.</u> <u>(APP. DATE)</u>
SNOWBOARD	4/6/89	D62863
BINDING FOR SNOWBOARD	4/6/89	D62865
SNOWBOARD	4/6/89	D62866
COMBINATION POOL AND SANDBOX	5/15/90	D66085
BINDING FOR A SNOWBOARD AND A SNOWBOARD INCORPORATING THE BINDINGS	(11/21/90)	(2,030,429)

TRADEMARK
REEL: 002087 FRAME: 0617

TRADEMARK
REEL: 002087 FRAME: 0825

Foreign Trademarks

BLI-BUDDY L INC.
 BLC-BUDDY L CORP.
 SLM-SLM INC.
 SLNC-SLM CANADA INC.
 TFI-THE TOY FACTORY, INC.
 NIL-NORCA INDUSTRIES LIMITED

<u>TRADEMARK</u>	<u>REG. DATE</u> (<u>APP. DATE</u>)	<u>REG. NO.</u> (<u>APP. NO.</u>)	<u>COUNTRY</u>	<u>OWNER</u>
BUDDY L	8/4/86	1,205,972	ARGENTINA	BLC
BUDDY L	1/25/65	A192410	AUSTRALIA	BLC
BRUTE	2/15/83	387,780	BENELUX	SLM
BRUTE FORCE	2/15/83	387,781	BENELUX	SLM
BUDDY L	2/12/88	443,248	BENELUX	SLM
EASY WRITER	2/15/83	387,777	BENELUX	SLM
MY BUDDY	9/24/85	413,035	BENELUX	SLM
REV 'EM UP RACER	2/15/83	387,779	BENELUX	SLM
BUDDY	10/19/93	816048904	BRAZIL	BLC
BUDDY L	7/22/86	811246132	BRAZIL	BLC
MY FIRST BUDDY	9/8/92	816108706	BRAZIL	BLC
BRUTE	3/9/83	1,229,672	FRANCE	SLM
BRUTE FORCE	3/9/83	1,229,671	FRANCE	SLM
BUDDY L Design	4/9/89	1,522,631	FRANCE	SLM
EASY WRITER	3/9/83	1,229,670	FRANCE	SLM
MY BUDDY	10/8/85	1,326,029	FRANCE	SLM
MY FIRST BUDDYS	7/25/89	1,543,160	FRANCE	SLM

REEL: 1377 FRAME: 0618

REV 'EM UP RACER	1/9/83	1,239,673	FRANCE	SLM
SUPERACERS	(4/12/92)	(354184/38WZ)	GERMANY	SLM
BRUTE	4/9/87	81550	HONG KONG	BLC
BUDDY L & Design	11/22/67	562/68	HONG KONG	BLC
BRUTE	4/14/86	415,548	ITALY	BLC
BRUTE FORCE	4/14/86	415,548	ITALY	BLC
BUDDY L & Design	2/11/92	0559661	ITALY	BLC
BUDDY L	8/20/92	573,801	ITALY	BLC
EASY WRITER	4/14/86	415,541	ITALY	BLC
MY BUDDY	5/22/86	447,092	ITALY	BLC
MY FIRST BUDDY	1/31/92	0559005	ITALY	BLC
REV 'EM UP RACER	4/14/86	415,541	ITALY	BLC
MY BUDDY	10/1/76	1223010	JAPAN	BLC
BUDDY L	5/10/89	367,632	MEXICO	BLC
BUDDY L	9/4/70	160,271	MEXICO	BLC
BUDDY L	12/14/82	145,223	NEW ZEALAND	BLC
BUDDY L	1/5/65	877549	NEW ZEALAND	BLC
MY BUDDY	3/11/86	161,240	NEW ZEALAND	BLC
BUDDY L	4/16/92	055260	PANAMA	BLC
ROBOTRON	10/17/85	118,538	S. KOREA	BLC
BUDDY	4/6/87	1,099,525	SPAIN	SLM
ELACORACERS	4/10/92	1695813	SPAIN	SLM
MY BUDDY	11/5/87	1,121,066	SPAIN	SLM
BUDDY L	7/1/90	459446	TAIWAN MARK	BLC

REEL 002087 FRAME 0619

ROBOTRON	9/1/83	298,976	TAIWAN	BLC
ARUTE	5/17/83	1,196,083	U.K.	BLC
BUDDY	3/28/84	1,215,660	U.K.	BLC
MY BUDDY	9/25/85	1,250,940	U.K.	BLC
BUDDY L	2/25/84	1,213,528	U.K.	BLC
MY FIRST BUDDYS	3/2/87	1,302,499	U.K.	BLC
BUDDY L	(3/17/89)	4180-83	VENEZUELA	BLC

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TRADE MARK
 REEL: 1377 FRAME: 0690

TRADE MARK
 REEL: 002087 FRAME: 0828

COMMON LAW TRADEMARKS (CANADA)

Blue Goggles

BABY-BOB

BAYTONA

FAZER

FREESTYLE

FIN SLALOM

HALF PIPE 115

HOT SHEET

LIGHTNING

MASTER

MOOSE MONSTER

OXYGEN

PLAY BOB

PRO-SNOWBIE

QUASAR-SLED

SNO-FIGHTER

SNO KART

SNO-RIDER

SNO-SIZZLER

SNO SLIDER

THE ABOVE MARKS HAVE BEEN USED IN CATALOGUES AND/OR ON THE PRODUCTS THEMSELVES WITHIN THE PAST TWO YEARS AND APPLICATIONS FOR REGISTRATION WERE EITHER NEVER FILED OR HAVE EXPIRED BUT THE MARK IS BELIEVED AS OF JANUARY 1, 1989, WHILE SOME MARKS MAY NOT BE SHOWN IN THE 1988 CATALOGUES THERE WAS NOT

ENG-VANDER
ENG-THRASHER
SUPER BOGGAN
SUPER MOGUE
SUPER TARGA
TARGA
TURBO
ULTRA BOGGAN

Swamp/Pool Games

SLIDE 'N SPLASH

REEL

AIR POWERED SLAP SHOT HOCKEY
AIR-QUICK SHOT
AIR RAPID FIRE
AIR RECOCHET
AIR-SLAP SHOT
AIR-TARGETS
BUMPER SHOT
HOCKEY SONIC PRO
HOCKEY SUPER PRO
PRO TIME JR.
PRO TIME POOL
QUICK SHOT
TRIPLE UP

TRADEMARK
REEL 1377 FRAME 0622

SKITTLE SCOREBALL
SUPER AIR CHALLENGE
SUPER POOL ENTERTAINMENT CENTER

Vehicle/Ride-ons

BEACH RESCUE
BEACH ROVER
BIG DUMP TRUCK
BUDDYVILLE
BUDDYVILLE R.R.
EASY-ACCESS BATTERY CHARGING
MY FIRST CHOPPER
PEDAL RIDER
POP POP CAR
POP UP SHOOTING GALLERY
THE RATTLER COWD
READY-SIT-GO!
STREET KING CHOPPER
SUPER TORQUE DRIVE SYSTEM
SURVIVAL PATROL

TRADEMARK
REEL 1377 FRAME 0623

TRADEMARK
REEL: 002087 FRAME: 0831

<u>CANADA</u> <u>TRADEMARK</u>	<u>REG. DATE</u> <u>(APP. DATE)</u>	<u>REG. NO.</u> <u>(APP. NO.)</u>
BABY-BOB	4/11/79	TMA233,024
BLACK SNOW	1/13/89	TMA349,902
FAZER & Design	3/15/91	TMA381,736
FORMULA RACER	2/20/87	TMA323,913
KRAZY KARPET TOBOGGAN & Design	4/25/80	TMA243,837
NORCA	3/23/89	TMA353,510
SCANMAN STAR GLIDER & Design	7/3/81	TMA260,418
SHOTBALL & Design	11/23/79	TMA237,460
SNO-FIGHTER	3/20/70	TMA168,308
SNO-HOG & Design	3/29/91	TMA382,449
BLACK SNOW	6/26/90	1,603,878
BLACK SNOW	12/5/89	1,569,881
FORMULA RACER	9/8/87	1,456,645
SNO-HOG	6/8/93	1,775,284

<u>PATENT</u>	<u>REG. DATE</u>	<u>REG. NO.</u>
SNOWBOARD	4/6/89	D62863
BENDING FOR SNOWBOARD	4/6/89	D62865
SNOWBOARD	4/6/89	D62866

TRADEMARK
REEL: 1377 FRAME: 0624

TRADEMARK
REEL: 002087 FRAME: 0832

EXHIBIT C

License Agreement

TRADEMARK
REF: 1377 FRAME: 0625

TRADEMARK
REEL: 002087 FRAME: 0833

POWER DRIVERS	1/15/85	1,314,851
POWER POD	(11/30/93)	(74/464,129)
RAINBOW MAGIC	8/31/93	1,790,522
REAL WHEELS	(1/8/95)	(74/618,640)
REGENETRON (A)	(7/2/93)	(74/409,751)
RESCUE FORCE	7/28/92	1,704,294
REV'EM UP RACER (A)	9/14/82	1,208,646
RIG RACERS	9/28/93	1,795,946
ROCK-IT STROBE	3/21/93	1,760,038
RUMBLER	9/15/92	1,717,143
SIT-N-RIDE	6/22/65	791,332
SITES 'N SOUNDS	4/4/53	1,769,380
SKETCH TOP(A)	(11/15/93)	(74/459,201)
SLAP SHOT (Table-top Hockey Games)	(7/9/93)	(74/411,455)
SLAP SHOT (A) (Toy Hockey Sticks, Pucks & Goals)	12/13/88	1,516,522
SNO-BLOC MAKER	8/10/76	1,046,038
SNO-HOG	6/8/93	1,775,284
SNO-JET	9/28/65 (RNWD 9/24/85)	796,701
SONIC CITY (Playsets)	12/21/93	1,813,023
SONIC CITY (Toy Vehicles)	2/9/93	1,751,962
SONIC EARTH MOVERS	7/28/92	1,704,318
SONIC FORCE	10/19/91	1,800,112
SONIC HAULER	10/20/92	1,725,951
SPINAROO	6/25/85	1,344,739

TRADEMARK

REEL 1377 FRAME 0594

LICENSE AGREEMENTS

<u>LICENSEE</u>	<u>TRADEMARK</u>	<u>TERM</u>
Hasbro, Inc. d/b/a Kenner Products	BABY BUDDIES	Expires 12/31/95 Automatic 12 month renewal unless 30 day notice of non renewal
The Ertl Co., Inc.	BUMBLE BALL BUDDY BUMBLE BALL BUDDIES BUMBLE BOBBY BUMBLE BOBBIES	Expires 1/28/95- Extended until 270,000 units of inventory are sold off
Diversified Specialists, Inc.	ROXOTRON, BRONTOTRON, STEGATRON, ROBOTRON, DUMOTRON, & associated tooling	Expires 10/30/94 Automatic two year renewals if neither party terminates

<u>Licensor</u>	<u>Trademark</u>	<u>TERM</u>
Thomas Love Ventures, Inc.	Real Wheels	Pending Execution Three Years
<u>Licensee</u>	<u>Trademark</u>	<u>TERM</u>
Carnichi Limited	Buddy B.	Until Terminated in accordance with License Agreement

RECORDED: 07/27/1995

TRADEMARK
REEL: 1377 FRAME: 0626