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Form PTO-1594
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RECORDATIC
TRADE.

EPARTMENT OF COMMERCE
and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Life-Like Products LLC

☐ Individuals ☐ Association
☐ General Partnership - ☐ Limited Partnership
☐ Corporation - State:
☒ Other: Delaware limited liability company

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

2. Name and address of receiving party(ies):

Name: BNP Paribas

Internal Address:

Street Address: 787 Seventh Avenue

City: New York State: New York ZIP: 10019

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-
☒ Other - Collateral Agent

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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Interest ☐ Change of Name
☐ Other -

Execution Date: June 15, 2000

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

A. Trademark Application No.(s)

Trademark Registration No.(s)\

Please see attached Schedule A

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 12

7. Total fee (37 CFR 3.41): $ 315.00

☒ Enclosed
☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

23-1705 (in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

08/15/2000 MTHAI1 00000212 751104
01 FC:481 40.00 OP
02 FC:482 275.00 OP

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.

Brian T. Jaenicke
Name of Person Signing

Signature

7/18/00
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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SCHEDULE A

REGISTERED U.S. TRADEMARKS AND SERVICEMARKS

MARK	SERIAL/REG. NO.	FILING/REG. DATE
LIFOAM & DESIGN	751,104	6/18/83
AN AMERICAN TRADITION FOR OVER 40 YEARS LIFE-LIKE TRAINS & DESIGN	1,892,219	5/2/95
LIFE-LIKE & LOGO	1,836,926	5/17/94
SPEED WHEELERS & DESIGN	1,839,498	6/14/94
PROTO 2000 SERIES & DESIGN	2,064,793	5/27/97
TRAC-LOC FOR FAST & EASY SET UP & DESIGN	2,090,690	8/26/97
POWER LOC & DESIGN	2,022,020	12/10/96
PRO PAK & DESIGN	2,289,583	10/26/99
CUBIES	75/613,691	1/4/99
DARDA	1,581,719	2/6/90
PAINT-ON	1,311,812	1/1/85
THE FRIDGE	1,639,765	4/2/91

GRANT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Life-Like Products LLC, a Delaware limited liability company (the "Grantor") with principal offices at 1600 Union Ave., Baltimore, MD 21211, hereby assigns and grants to BNP Paribas, as Collateral Agent, with principal offices at 787 Seventh Avenue, New York, New York 10019 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST is made to secure the full and prompt performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement between the Grantor, the other grantors party thereto and the Grantee, dated as of June 15, 2000 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Grant of Security Interest.

THIS GRANT OF SECURITY INTEREST has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has executed this Grant of Security Interest as of the 15th day of June, 2000.

Life-Like Products LLC,
as Grantor

By: _____
Name: Jeffery A. Oyster
Title: Executive Vice President

BNP PARIBAS,
as Collateral Agent, Grantee

By: _____
Name: Ross A. Catlin
Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 15th day of June, 2000, before me personally came Jeffery A. Oyster, who, being by me duly sworn, did state as follows: that he is Executive Vice President of Life-Like Products LLC, that he is authorized to execute the foregoing Grant of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Notary Public

HARRISON PIERCE
Notary Public, State of New York
No. 01PI6037910
Qualified in New York County
Commission Expires Feb. 28, 2002

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 15th day of June, 2000, before me personally came Ross A. Catlin, who, being by me duly sworn, did state as follows: that he is Vice President of BNP Paribas, that he is authorized to execute the foregoing Grant of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Notary Public

HARRISON PIERCE
Notary Public, State of New York
No. 01PI6037910
Qualified in New York County
Commission Expires Feb. 28, 2002

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