

04-13-2001



101672215

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

4-13-01 RC

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

<b>Submission Type</b>		<b>Conveyance Type</b>	
<input type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
		<input type="checkbox"/> Merger	Effective Date Month Day Year _____
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> 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/AKATA

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.)

FOR OFFICE USE ONLY

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: 002271 FRAME: 0311

FORM PTO-1618B  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1579191"/>	<input type="text" value="1796313"/>	<input type="text" value="2028133"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1616544"/>	<input type="text" value="1930216"/>	<input type="text" value="1957176"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1624588"/>	<input type="text" value="1950388"/>	<input type="text" value="1905902"/>

**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.

Lisa Robison

Name of Person Signing

Signature

4/12/01

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

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Month Day Year

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2287231	<input type="text"/>	<input type="text"/>
2363104	<input type="text"/>	<input type="text"/>
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RECORDATION FORM COVER SHEET  
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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
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TRADEMARK

REEL: 002271 FRAME: 0314

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Name

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Registration Number(s)

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1616544	1930216	1957176
1624588	1950388	1905902

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315.00

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Lisa Robison

Name of Person Signing

Signature

1/2/01

Date Signed

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2000, by AMERICAN COIN MERCHANDISING, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Agent, COMERICA BANK, a Michigan banking corporation, as Revolving Credit Agent and the Persons signatory thereto from time to time as Lenders or Credit Parties (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent, Revolving Credit Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

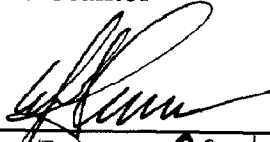
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the 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.

[signature page follows]



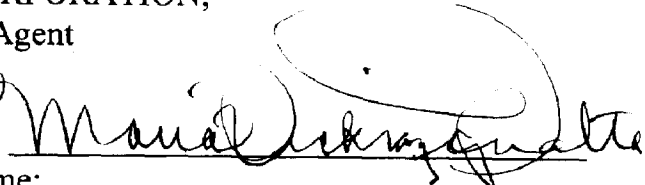
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN COIN MERCHANDISING,  
INC., as Grantor

By:   
Name: John Cash  
Title: Senior Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION,  
as Agent

By:   
Name: MARIA VICKROY-PERALTA  
Title: Vice President

---

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

U.S. Registrations:

1. Mark: SUGAR LOAF (Int'l Class 28)  
Issue No.: 1,579,191  
Issue Date: 01/23/1990
  
2. Mark: TOY SHOPPE  
Issue No.: 1,616,544  
Issue Date: 10/09/1990
  
3. Mark: SUGARLOAF (Int'l Class 9)  
Issue No.: 1,624,588  
Issue Date: 11/27/1990
  
4. Mark: FUN SHOPPE  
Issue No.: 1,796,313  
Issue Date: 10/05/1993
  
5. Mark: Treasure Shoppe  
Issue No.: 1,930,216  
Issue Date: 10/24/1995
  
6. Mark: SUGAR LOAF and Design (class 9 and 28)  
Issue No.: 1,950,388  
Issue Date: 01/23/1996

7. Mark: SUGARLOAF (In Class 42)  
Issue No.: 2,028,133  
Issue Date: 01/07/1997
8. Mark: SUGAR LOAF and Design (class 42)  
Issue No.: 1,957,176  
Issue Date: 02/20/1996
9. Mark: SUGARLOAF (Class 35)  
Issue No.: 1,905,902  
Issue Date: 07/18/1995
10. Mark: SHOPPE  
Issue No.: 2,233,463  
Issue Date: 03/23/1999
11. Mark: KID SHOPPE  
Issue No.: 2,287,231  
Issue Date: 10/19/1999
12. Mark: SHOPPE OF STICKERS  
Issue No.: 2,363,104  
Issue Date: 06/27/2000

Canadian Registrations:

1. Mark: Sugar Loaf  
Issue No.: 458,658  
Issue Date: 05/11/1996

2. Mark: Fun Shoppe  
Issue No.: 458,657  
Issue Date: 05/31/1996

3. Mark: Toy Shoppe  
Issue No.: 461,041  
Issue Date: 08/09/1996

4. Mark: Treasure Shoppe  
Issue No.: 463,802  
Issue Date: 09/27/1996