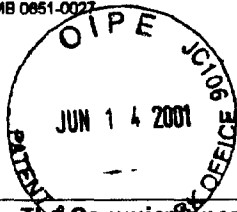


06-20-2001



101754822

REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

MRP
6/14/01

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

06/20/2001 TDIAZ1 00000017 74386622

01 FC:481 40.00 DP
02 FC:482 1050.00 DP

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

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)

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

6/14/01

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 08/30/99
OMB 0651 0027

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

Conveying Party

Enter Additional 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

Enter Additional 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 the Assignment.)

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)

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1,861,860	2,322,435	1,926,506
1,436,305	1,964,606	1,556,646
1,698,109	1,819,257	2,163,404
1,181,447	1,808,100	1,943,437
1,955,988	1,791,684	2,023,934
1,773,855	1,829,987	1,964,409
2,145,214	1,805,379	1,943,227

TRADEMARK

REEL: 002316 FRAME: 0144

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 08/30/99
OMB 0651 0027

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

Conveying Party

Enter Additional 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

Enter Additional 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 the Assignment.)

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)

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2,175,632	1,779,862	<input type="text"/>
2,256,155	1,257,950	<input type="text"/>
1,751,612	2,322,373	<input type="text"/>
2,160,787	<input type="text"/>	<input type="text"/>
2,284,182	<input type="text"/>	<input type="text"/>
1,880,153	<input type="text"/>	<input type="text"/>
1,803,500	<input type="text"/>	<input type="text"/>

TRADEMARK

REEL: 002316 FRAME: 0145

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4 **TRADEMARK AND TRADEMARK**
5 **APPLICATIONS SECURITY AGREEMENT**

Fleet Retail Finance Inc.
ADMINISTRATIVE AGENT

6
7
8
9
10 August 24, 2000

11
12
13 THIS AGREEMENT is made between

14
15 Fleet Retail Finance Inc. (in such capacity, the "**Administrative Agent**"), a Delaware
16 corporation with offices at 40 Broad Street, Boston, Massachusetts 02109, as agent for a
17 syndicate of revolving credit lenders and a term lender (collectively, the "**Lenders**")

18 and

19
20 Gym-mark, Inc. (hereinafter, the "**Borrower**"), a California corporation with its principal
21 executive offices at 700 Airport Boulevard, Burlingame, California 94010

22
23 in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

24 *WITNESSETH:*

25
26 1. **BACKGROUND:** The Administrative Agent and the Borrower and others have entered in a
27 certain Loan and Security Agreement of even date (as such agreement may be modified, supplemented,
28 amended or restated from time to time, hereinafter, the "**Loan Agreement**") pursuant to which a credit
29 facility has been established in favor of the Borrower and under which the Borrower's Liabilities are to be
30 secured by certain of the Borrower's assets, including all Marks. (Terms used herein which are defined in
31 the Loan Agreement are used as so defined).

32
33 2. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, the Borrower hereby creates a
34 security interest in favor of the Fleet Retail Finance Inc. (the "**Collateral Agent**") a Delaware corporation
35 with offices at 40 Broad Street, Boston, Massachusetts 02109 for the ratable benefit of the Agents and the
36 Lenders, with power of sale (which power of sale shall be exercisable only following the occurrence of an
37 Event of Default) in and to the following and all proceeds thereof (collectively, the "**TM Collateral**):

38 (a) All of the Borrower's now owned or existing or hereafter acquired or arising
39 trademarks, trademark applications, service marks, registered service marks and service mark

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 (a) The Borrower first provides the Administrative Agent with written notice of the
27 Borrower's intention to so sue for enforcement of any Mark.

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

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

32
33 **7. ADMINISTRATIVE AGENT'S ACTIONS TO PROTECT MARKS:** In the event of

34 (a) the Borrower's failure, within Five (5) days of written notice from the
35 Administrative Agent, to cure any failure by the Borrower to perform any of the Borrower's
36 obligations set forth in Section 3; and/or

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

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

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

14 (a) The Borrower hereby irrevocably constitutes and designates the Collateral Agent
15 as and for the 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
17 5(b).

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

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

23 (c) The Collateral Agent shall not be obligated to do any of the acts or to exercise
24 any of the powers authorized by Section 9 (a) herein, but if the Collateral Agent elects to do any such act
25 or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result
26 of such exercise of power, and shall not be responsible to the Borrower for any act or omission to act
27 except for any act or omission to act as to which there is a final determination made in a judicial
28 proceeding (in which proceeding the Administrative Agent has had an opportunity to be heard) which
29 determination includes a specific finding that the subject act or omission to act had been grossly negligent
30 or in actual bad faith.
31

32 10. **ADMINISTRATIVE AGENT'S RIGHTS:**

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

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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 Collateral 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 Collateral 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 Administrative Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

GYM-MARK, INC.
(The "Borrower")

By *L.H. Meyer*
Name Lawrence H. Meyer
Title Senior Vice President
and Chief Financial Officer

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THE Com. of Massachusetts
COUNTY OF Suffolk

Then personally appeared before me CH Mear who acknowledged that such person is the
duly authorized CFO FWP of Gym-mark, Inc. and that such person had executed the foregoing
instrument on its behalf.

Witness my hand and seal this 24 day of August, 2016



, Notary Public CH Mear
My Commission Expires: 2/3/2016

588850.2

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

1
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Trademark List
 by Country Then Trademark

Docket Number	Application No / Date	Registration No / Date	Next Renewal	Classes	Status	Remarks
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BRNGTM 165-065	74/360, 178 03/15/93	1, 809, 672 12/07/93	12/07/03	41	Registered	BE15 accepted by PRO 6/28/99 Owner: GYM4 Agent: ars
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UNB3J00D0L4S 165-048	74/519, 705 04/21/94	1, 950, 164 01/23/96	01/23/06	28	Registered	Assignment from Gymboree to Gym-Mark recorded 10/17/95. Reel/Frame: 1402/0790. Badlye interest and goodwill. Owner: GYM4 Agent: ars
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TONR Design 165-098	75/194, 191 11/06/96	2, 210, 067 12/15/96	12/15/08	25 28 41	Registered	original certificate of registration received by client 1/6/99 Owner: GYM4 Agent: ars
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220LEOTM 165-049	74/368, 176 03/15/93	1, 808, 099 11/30/93	11/30/03	41	Registered	BE15 accepted 6/25/99 Owner: GYM4 Agent: ars
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~~28-OP9 574/001130 10/25/91 24 25 27
 10/25/91 06/15/93
 Opposit 6/15/93 opp filed, No. 93,433; 6/21/96 Dismissed w/out prej
 In view of opp filed, 12/13/96 USPO-Slay-BRCY
 Owner: Agent: ars~~

FUNDAMENTAL FOR EVERKONE
 165-300 74/386, 672 05/05/93 91
 10/19/93
 Piled Mark assigned from to Gym-Mark, Inc. Assignment pending
 recordal.
 Owner: GYM4 Agent: ars

28-0P15 74/386, 622 05/05/93 10/19/93
 10/25/97 - Opposition No. 94,341, The Gymboree Corporation
 v. Leaps & Bounds, Inc. dismissed without prejudice.
 Mark assigned from to Gym-Mark, Inc. See record 165-300.
 Owner: Agent: ars

Trademark List
by Country then Trademark

Docket Number	Application No / Date	Registration No / Date	Next Renewal	Classes	Status	Remarks
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28-0790 36/21848 06/16/99 28

OPPOSITION BY GYMBOREZ AGAINST APPLICATION FOR GYM GIRLS BY APPLICANT TEBRO TOYS. OPPOSITION INSTITUTED ONP #114,435 Express Abandonment by Tebro Toys filed 10/27/99 opposition
Owner: Agent: ars

28-0736 1-829,207 04/03/99 04/05/94 04/05/04 41

Opposed cancellation action filed by Gym-Kids, Inc. on 04/03/99 answer filed 7/6/99 now filed - you will not be accepted.
WHILE outcome of this opposition is submitted to TM office
Owner: Agent: ars

GYMBOREZ

165-062 74/115,358 1,858,180 10/11/04 25
11/24/90 10/11/94 02/08/94

Registered Assignment from Gymboree to Gym-Mark recorded 10/17/95.
Reel/Frame: 1402/0790. Entire interest and goodwill.
exemplar request sent 4/5/99 second request sent 10/4/99
Owner: GYMW Agent: ars

GYMBOREZ

165-063 74/185,088 1,748,641 01/26/03 28
07/17/91 01/26/93 11/01/92

Registered Assignment from Gymboree to Gym-Mark recorded 10/17/95.
Reel/Frame: 1402/0790. Entire interest and goodwill.
8415 accepted by PTO 11/17/98
Owner: GYMW Agent: ars

GYMBO

165-015 73/375,906 1,247,804 08/09/03 28
07/28/82 08/09/83

Registered Rec. 8 & 15 accepted 11/06/89. Assignment to Gym-Mark recorded 10/17/95 on Reel/Frame: 1402/0790. Entire interest and goodwill.
Owner: GYMW Agent: ars

165-037 73/613,613 1,442,236 06/09/07 28
08/07/86 06/09/87 03/17/87

Registered Sec. 8 & 15 accepted 10/18/93. Assignment to Gym-Mark recorded 10/17/95 on Reel/Frame: 1402/0790. Entire interest and goodwill.
Owner: GYMW Agent: ars

mpo Clown Design

Rocket Number	Application No / Date	Registration No / Date	Next Renewal	Classes	Status	Remarks
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165-035	74/476,566 01/05/94	1,913,410 08/22/95	08/22/05	25 41 10/04/94	Registered	Assignment from Gymboree to Gym-Mark recorded 10/17/95. Reel/Frame: 1402/0790. Infringe interest and goodwill.
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Owner: GYM Agent: ars

165-034	74/345,058 01/04/93	1,861,860 11/08/94	11/08/04	25 08/16/94	Registered	Assignment to Gym-Mark recorded 10/17/95 on Reel/Frame: 1402/0790. Infringe interest and goodwill.
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Owner: GYM Agent: ars

165-045	73/610,611 07/21/85	1,436,305 04/16/87	04/14/07	9 16 25 28 01/20/87	Registered	Use: 9-1-84, c19; 2-0-84, c16; 11-0-79, c125; 4-0-80, c128 Sec 8 & 15 accept. 1/10/94. Assignment to Gym-Mark recorded 10/17/95. Reel/Frame: 1402/0790. Infringe interest and goodwill.
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Owner: GYM Agent: ars

165-051	74/161,149 04/26/91	1,698,109 06/30/92	06/30/02	41 04/07/92	Registered	Assignment from Gymboree to Gym-Mark recorded 10/17/95. Reel/Frame: 1402/0790. Sec 8 & 15 Affidavit accepted 12/24/97
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Owner: GYM Agent: ars

165-055	73/239,694 11/19/79	1,181,487 12/08/81	12/08/01	35 09/15/81	Registered	Sec. 8 & 15 accepted 6/13/88. Assignment to Gym-Mark recorded 10/17/95 on Reel/Frame: 1402/0790. Infringe interest and goodwill.
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Owner: GYM Agent: ars

165-301	75/643614 02/19/99			14 18 20 24 26 11/23/99	Allowed	SOI filed 8/2/00
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Owner: GYM Agent: ars

GYMBOREE (stylized)

165-060	74/646,097 11/25/94	1,955,988 02/13/95	02/13/06	25 28 35 41 42 11/21/95	Registered	Assignment to Gym-Mark recorded 10/17/95 on Reel/Frame: 1402/0790. Infringe interest and goodwill.
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Owner: GYM Agent: ars

Trademark List
 by Country then Trademark

Docket Number	Application No / Date	Registration No / Date	Next Renewal	Classes	Status	Remarks
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165-046	74/218, 728 11/01/91	1, 771, 855 05/25/93	05/25/03	41	Registered	Assignment to Gym-Mark recorded 10/17/95 on Reel/Frame: 1402/0790. Entire interest and goodwill. Section 6615 accepted 3/10/99 Owner: GYM Agent: ars
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GYMORER GYMNASIUMS						
165-073	75/079, 821 03/28/96	2, 145, 214 03/17/98	03/17/09	25	Registered	Registered Owner: GYM Agent: ars

Gymnorea On the Go						
165-179	75/509853 06/29/98	2322435 02/22/00	02/22/10	11	Registered	Registered 3-28-00 Cert. of Reg. rec'd by client. Owner: GYM Agent:

GYMNASIUMS						
165-047	74/513, 639 04/26/94	1, 964, 606 03/26/96	03/26/06	28	Registered	Registered assignment from Gymnorea Corporation to Gym-Mark, Inc. recorded 6/10/98 assigns the entire interest and good will Reel/Frame 1751/0803 Owner: GYM Agent: ars

28-047	74/533, 699 04/26/94	1, 964, 606 03/26/96	03/26/06	28	Registered	Registered 6/19/98 assignment from Gymnorea Corporation to Gym-Mark, Inc. filed with USPTO Owner: GYM Agent: ars
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GYMNASIUMS						
28-CP13	75/034, 251 12/31/95			25	Opposed	Notice of Default Judgment entered on 5/22/97 against applicant filed by Dandak-Meyer Shoe Co. Case closed. Owner: Agent: ars

GYMNASIUMS						
165-062	74/364, 734 03/03/93	1, 819, 257 02/01/94	02/01/04	41	Registered	Registered Assignment to Gym-Mark recorded 10/17/95 on Reel/Frame: 1402/0790. Entire interest and goodwill. 6615 accepted 12/20/99 Owner: GYM Agent: ars

Trademark List
 by Country then Trademark

Doccket Number	Application No / Date	Registration No / Date	Reat Renewal	Classes	Status	Remarks
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~~28-0140 02/08/00~~
 Filed opposition filed by Gym-Mark, Inc. against application of ~~Trademark~~
 Owner: GYM Agent: ars

~~OVERAD 165-057 74/368,177 1,808,100 11/30/93 11 09/07/93~~
 Registered 8615 accepted by PTO on 6/28/99
 Owner: GYM Agent: ars

~~MARKID 165-056 74/115,157 1,791,604 09/07/93 25~~
 Registered Assignment to Gym-Mark recorded 10/17/95. Reel/Frame: 1402/0790. BUREAU INTEREST and goodwill. 8615 filed 10/2/98; Sect 8 accepted 3/18/99, Sect 8 accepted 8/18/99
 Owner: GYM Agent: ars

~~YUMZHS 165-059 74/257,152 1,829,917 04/05/94 11 09/01/92~~
 Registered Assignment to Gym-Mark recorded 10/17/95 on Reel/Frame: 1402/0790. 8615 filed 5/6/99 no extension granted section 15 denied pending decision on opposition; Sect 8 okay
 Owner: GYM Agent: ars

~~SMRPORT 165-143 74/298,337 1,805,379 11/16/93 25 03/02/93~~
 Registered 8615 accepted 6/28/99
 Owner: GYM Agent: ars

~~DMTRACKS 165-019 74/350,087 1,926,506 10/10/95 25 09/20/94~~
 Registered Assignment from Gyrosee Corp to Gym Mark Inc recorded 6/30/98 assigns the entire interest and good will
 Reel/Frame 1751/0803
 Owner: GYM Agent: ars

Trademark List
by Country then Trademark

Trademark Number	Application No / Date	Registration No / Date	Next Renewal	Classes	Status	Remarks
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28-039	74/350,087 01/19/93	1,926,506 10/10/95	10/10/05	25	Registered	2/21/98 - Assignment from Gymboree to Gym-Mark, Inc. Filed with USPTO 6/19/98 Owner: GYM Agent: ars
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165-071	73/772,655 12/29/88	1,556,646 09/19/89	09/19/09	9	Registered	Sec. 8 & 15 accepted 1/21/97. Assignment to Gym-Mark recorded 10/17/95. Entire interest and goodwill. Owner: GYM Agent: ars
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165-097	75/186,562 11/12/96	2,163,404 06/09/98	06/09/08	9	Registered	original certificate received by client 6/30/98 Owner: GYM Agent: ars
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165-075	74/403,952 01/28/94	1,943,437 12/26/95	12/26/05	41	Registered	Assignment from Gymboree to Gym-Mark recorded 10/17/95. Reel/Frame: 1402/0790. Entire interest and goodwill. Owner: GYM Agent: ars
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165-088	75/046,466 01/22/96	2,073,934 12/17/96	12/17/06	41	Registered	Owner: GYM Agent: ars
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165-076	74/377,972 04/08/93	1,964,409 03/26/96	03/26/06	42	Registered	Assignment from Gymboree Corporation to Gym-Mark, Inc. recorded 6/30/98 assigns all interest and good will Reel/Frame 1751/0803 Owner: GYM Agent: ars
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28-076	74/377,972 04/08/93	1,964,409 03/26/96	03/26/06	42	Registered	6/19/98 - Assignment from Gymboree Corporation to Gym-Mark, Inc. filed with USPTO Owner: GYM Agent: ars
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Trademark List
by Country then Trademark

Docket Number	Application No / Date	Registration No / Date	Next Renewal	Classes	Status	Remarks
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165-068 74/509,697 1,943,227 12/19/05 41 01/24/95
 06/06/94 12/19/95
 Registered Assignment to Gym-Mark recorded 10/17/95 on Reel/Frame: 1402/0790. Entire interest and goodwill.
 Owner: GYM Agent: ars

165-096 75/197,592 2,175,632 07/21/08 3 6/28/99
 11/13/96 07/21/98
 Registered original certificate of registration received by client
 Owner: GYM Agent: ars

PLAY WITH A PUNROSE
 165-042 74/509,737 41 04/14/98
 04/06/94
 Filed Assignment to Gym-Mark recorded 10/17/95 on Reel/Frame: 1402/0790. Entire interest and goodwill. Opposition period expires 14 MAY 98.
 Owner: GYM Agent: ars

PLAY WITH PUNROSE
 165-194 74/194,701 2,256,255 06/29/09 41 08/14/91
 08/14/91 06/29/99
 Registered Assignment from Leaps & Bounds recorded 7/31/97 on Reel/Frame: 1603/0197. Entire interest and goodwill.
 orig certificate rec'd by client 8/6/99
 Owner: GYM Agent: ars

PLAYOYM
 165-070 74/214,376 1,751,612 02/09/03 41 10/17/91
 02/09/93 06/09/92
 Registered Assignment from Gymboree to Gym-Mark recorded 10/17/95. Reel/Frame: 1402/0790. Entire interest and goodwill.
 Section 8615 accepted 3/10/99
 Owner: GYM Agent: ars

PLAYSOFT
 165-089 75/023,143 2,160,717 05/26/08 09 09/24/96
 11/21/95 05/26/98
 Registered original certificate received by client 6/30/98
 Owner: GYM Agent: ars

Trademark List
by Country then Trademark

Docket Number	Application No / Date	Registration No / Date	Next Renewal	Classes	Status	Remarks
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165-106	75/345,660 08/25/97	2,284,82 10/05/99	10/05/09	25	Filed	Orig. TM Reg. Cert received by client 1/4/00 Owner: GYM Agent: ars
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YORK FRONT DESIGN I

165-069	74/398,579 06/07/93	1,880,153 02/21/95	02/21/05	42		Registered Mark is coded for color in reg. Assignment to Gym-Mark recorded 10/17/95 on Reel/frame: 1402/0790. Entire interest and goodwill. Owner: GYM Agent: ars
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YORK FRONT DESIGN II

165-066	74/365,067 01/04/93	1,403,500 11/09/93	11/09/03	42		Registered Mark is coded for color in reg. Assignment to Gym-Mark recorded 10/17/95. Reel/frame: 1402/0790. Entire interest and goodwill 0415 filed 12/30/99 Owner: GYM Agent: ars
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YORKGYM

165-044	74/257,153 01/06/92	1,779,862 06/29/93	06/29/03	41		Registered Assignment to Gym-Mark recorded 10/17/95 on Reel/frame: 1402/0790. Entire interest and goodwill. 0415 accepted 5/14/99 Owner: GYM Agent: ars
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THE WORKOUT

165-078	73/376,905 07/20/92	1,257,950 11/15/93	11/15/03	41		Registered disclaimed "WORKOUT". Sec. 8 & 15 accepted 10/16/95. Assignment to Gym-Mark recorded 10/17/95 on Reel/frame: 1402/0790. Entire interest and goodwill. Owner: GYM Agent: ars
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Registered original certificate rec'd by client 5/11/00
Owner: GYM Agent: ars

310-377-5039

Docket Number	Application No / Date	Registration No / Date	Next Renewal	Classes	Status	Remarks
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165-172	75/468961 04/16/98	2322373 02/22/00	02/22/10	6 9 14 16 18 20 25 28 35	Registered 3-23-00 cert. of reg. rec'd by client.	Owner: GYM Agent:
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Venezuela
 GYBORNER
 28-227 19862/92 09/08/92 41
 Opposed Awaiting decision of opposition to Gymboree's application
 Opposed by Daniel Rodriguez Van Der Bieck
 Owner: GYM Agent: Mizzi

GINBORNE and Design
 28-0719 96-014645 09/03/96 25
 Filed by Ricardo Jovler Gonzalez Fernandez. Client chose not to oppose this application; preferred to file a new application instead.
 Owner: Agent: Brag

LYTOPYA
 165-173 7585-98 04/30/98 25
 Allowed Granting Notice in Gazette 429 two years from date of grant for issuance of certificate
 Owner: GYM Agent: Brag

Vietnam
 GYBORNER
 28-244 N-2423/94 17869 08/29/95 25
 Registered Priority Date: 16 JAN 95. Actual Filing Date: 29 AUG 95.
 Owner: GYM Agent: Dms

LYTOPYA
 165-174 38673 06/16/98 06/16/98 25
 Registered Reg. Cert. received by client 3/30/00
 Owner: GYM Agent: Dms

Meat Bank
 GYBORNER

Date: 09/02/00
Time: 10:15:16

Trademark Id at
by Country then Trademark

Page: 51

Docket Number	Application No / Date	Registration No / Date	Next Renewal	Classes
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165-304	6789 03/25/99			25
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Status	Remarks
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Filed	5 yrs for application to be examined calendared 1/25/04
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PER ASSOCIATE 3/28/00 no need to address issue of use until
tm is registered
Owner: GYMN Agent: Coha