

07-26-2001



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

J.S. DEPARTMENT OF COMMERCE U.S. Patent 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): United States Playing Card Company
Individual(s) Association General Partnership Limited Partnership Corporation-State Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Bank One, NA Internal Address: Street Address: 1 Bank One Plaza City: Chicago State: IL Zip: 60670
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other 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 Agreement Change of Name Other
Execution Date: March 15, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) Please see Schedule A attached B. Trademark Registration No.(s) Please see Schedule A attached
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Debra A. Kozlowski Internal Address: Sidley Austin Brown & Wood Street Address: Bank One Plaza, 10 S. Dearborn St. City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: 52
7. Total fee (37 CFR 3.41): \$ 1315.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number: 19-2165 Please charge any deficiencies or overages to our deposit account. (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. Debra A. Kozlowski Signature July 19, 2001 Date

07/26/2001 LNWELLER 00000048 1495231 01 FC:481 02 FC:482 40.00 OP 1275.00 OP

Total number of pages including cover sheet, attachments, and document: 25
All documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

SCHEDULE A

TO

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Dated as of March 15, 2001

Trademarks, Service Marks and Trademark and Service Mark Applications

None, except:

TRADEMARKS-UNITED STATES OF AMERICA¹				
THE UNITED STATES PLAYING CARD COMPANY				
Mark	Country/Reg. No.	Goods/Services	Status	Reg. Date
ACCORDING TO HOYLE	U.S. 1,495,231	Games (board games & card games)	Incontestable	07/05/88
	U.S. 1,793,627	Cal., playing cards, and game rule book	Incontestable	09/21/93
A PUZZLE PLUS A WHOLE LOT MORE!	U.S. 2,392,336	Kid's activity kit incl. coloring book, puzzle, card game, pen, crayon & drawing slate	Aff. of Use Due 10/03/06	10/03/00
CASINO MANIA	U.S. 1,925,597	Playing cards, chips, tip sheets, and video tapes w/instruc. on blackjack sold as a unit	Aff. of Use Due 10/10/01	10/10/95
DELTA	U.S. 1,759,877	Playing cards	Incontestable	03/23/93
FLAG	U.S. 1,318,095	Playing cards	Incontestable	02/05/85
GLO PUZZLE	U.S. 2,310,039	Glow-in-the-dark jigsaw puzzles	Aff. of Use Due 01/18/06	01/18/00
HOYLE	U.S. 1,126,822	Rule books, card table covers, parlor games	Incontestable	11/20/79
	U.S. 1,325,654	Playing cards, etc.	Incontestable	03/19/85
	U.S. 1,342,484	Clocks, calendars etc. & games	Incontestable	06/18/85
HOYLE OFFICIAL PLAYING CARDS (& Package Design)	U.S. 1,686,549	Computer game software	Incontestable	05/12/92
	U.S. 2,050,539	Playing cards	Aff. Of Use Due 04/08/03	04/08/97
IDENTI-SIGN	U.S. 1,311,050	Flash cards	Incontestable	12/25/84
KENT & Design	U.S. 1,015,776	Playing cards	Incontestable	07/15/75
MAVERICK (stylized)	U.S. 2,367,320	Darts and parts thereof	Registered	07/18/00
	U.S. 786,728	Playing cards	Incontestable	03/16/65

¹ Disclosure as to U.S. Trademarks only

TRADEMARKS-UNITED STATES OF AMERICA¹

THE UNITED STATES PLAYING CARD COMPANY

Mark	Country/Reg. No.	Goods/Services	Status	Reg. Date
Maverick Card Back Design	U.S. 1,644,376	Playing cards	Incontestable	05/14/91
MAVERICK PLAYING CARD & Package Design	U.S. 2,346,950	Playing cards	Aff. of Use Due 05/02/06	05/02/00
P.G.C. (stylized)	U.S. 1,070,229 U.S. 1,780,214	Playing cards Playing cards	Incontestable Incontestable	07/25/77 07/06/93
POCKET TRIVIA	U.S. 1,327,250	Equipment sold as a unit for playing a card game	Incontestable	03/26/85
PUZZLE PLUS FUN SET	U.S. 2,343,299	Kid's activity kit incl. coloring book, puzzle, card game, pen, crayon & drawing slate	Aff. of Use Due 04/18/06	04/18/00
Shellback Card Back Design	U.S. 1,645,186	Playing cards	Incontestable	05/21/91
STARDUST & Design	U.S. 800,248	Playing cards	Incontestable	12/14/65
TRUMP (stylized)	U.S. 1,083,939	Playing cards	Incontestable	01/31/78

Non-Hoyle
Acquisition Marks:

1001 ALADDIN PLAYING CARDS (packaging)	US 76/062591	Playing Cards	Pending	Filed - 06.02.2000
1002 ALADDIN PLAYING CARDS (packaging)	US 76/062590	Playing Cards	Pending	Filed - 06.02.2000
NO. 808 BICYCLE PLAYING CARDS SECONDS (packaging)	US 76/062593	Playing Cards	Pending	Filed - 06.02.2000
999 PLAYING CARDS STEAMBOAT 999 (packaging)	US 76/062589	Playing Cards	Pending	Filed - 06.02.2000
A DOUGHERTY LINOID FINISH TALLY-HO	US 76/062595	Playing Cards	Pending	Filed - 06.02.2000

TRADEMARKS-UNITED STATES OF AMERICA¹

THE UNITED STATES PLAYING CARD COMPANY

Mark	Country/Reg. No.	Goods/Services	Status	Reg. Date
NO. 9 (packaging)				
A DOUGHERTY LINOID FINISH TALLY-HO PLAYING CARDS NO. 9 (packaging)	US 76/084204	Playing Cards	Pending	Filed - 07.05.2000
AVIATOR	US 78/009730	Computer programs, namely game software for use on computers and video game players.	Pending	Filed - 05.24.2000
"BEE"	US 78/009732	Computer programs, namely game software for use on computers and video game players.	Pending	Filed - 05.24.2000
BICYCLE	U.S. 2,399,763	Computer programs, namely, computer game software for use on computers and video game players	Registered	10.31.2000
BICYCLE RIDER BACK PLAYING CARDS AIR CUSION FINISH (packaging)	US 76/062592	Playing Cards	Pending	Filed - 06.02.2000
CLUB CASINO & design	US 1,233,516	Playing Cards	Registered	04.05.83
CLUB CASINO	US 1,233,517	Playing Cards	Registered	04.05.83
(DESIGN ONLY) image unavailable	Puerto Rico 30264	Playing Cards	Registered	03.31.91
(DESIGN ONLY)	US 78/010170	Card games and printed instructions sold therewith; collectible card games; games with playing cards as a component thereof.	Pending	Filed - 05.26.2000
-E-Z-SEE	US 1,182,097	Playing Cards	Registered	12.15.81
FIVE HUNDRED & design	US 0,053,089	Playing Cards	Registered	05.22.06

TRADEMARKS-UNITED STATES OF AMERICA¹

THE UNITED STATES PLAYING CARD COMPANY

Mark	Country/Reg. No.	Goods/Services	Status	Reg. Date
JOURNEYMAN PRESS	US 78/009736	Card games and printed instructions sold therewith; collectible card games; games with playing cards as a component thereof.	Pending	Filed - 05.24.2000
LEARNING AND FUN ROLLED INTO ONE	US 2,371,004	Card Games	Registered	07.25.2000
KING	US 0,731,109	Playing Cards	Renewed	05.08.62
PATRIOTIC	US 2,371,032	Playing Cards	Registered	07.25.2000
QUEEN	US 0,731,112	Playing Cards	Renewed	05.08.62
RAMBLER NO. 23 GILT EDGES SUPERIOR ALUMINUM SURFACE (packaging)	US 76/062594	Playing Cards	Pending	Filed - 06.02.2000
SEE THE WORLD	US 2,371,003	Card Games	Registered	07.25.2000
STREAMLINE	Puerto Rico 30263	Playing Cards	Registered	03.31.91
STREAMLINE FRONT PANEL	Puerto Rico 30677	Playing Cards	Registered	08.26.92
THE GAME BEGINS HERE	US 78/009734	Card games and printed instructions sold therewith; collectible card games; games with playing cards as a component thereof.	Pending	Filed - 05.24.2000
TOTAL IT!	US 2371048	Card Games	Registered	07.25.2000
UNITED STATES U.S. & design	US 0058572	Playing Cards	Renewed	12.18.06
WE THEY & design	US 0,247,877	Playing Cards	Registered	10.09.28
W3	US 2,370,999	Card Games	Registered	07.25.2000

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

("Agreement") is made as of March 15, 2001, by and between The United States Playing Card Company, a Delaware corporation (the "Borrower"), and Bank One, NA, with its principal office in Chicago, Illinois, as agent (the "Agent") for the benefit of itself and the "Holders of Secured Obligations" (as such term is defined in the "Credit Agreement" defined below).

WITNESSETH:

WHEREAS, Borrower, the Agent and the "Lenders" (as such term is defined in the Credit Agreement) are parties to that certain Credit Agreement dated as of February 29, 2000 (as the same may be modified, amended, restated or supplemented from time to time, the "Credit Agreement"), pursuant to which the Lenders may, from time to time, extend credit to Borrower; and

WHEREAS, Borrower and the Agent are parties to that certain Security Agreement dated as of February 29, 2000 (as the same may be modified, amended, restated or supplemented from time to time, the "Security Agreement"), pursuant to which Borrower has granted a security interest in certain of its assets to the Agent for the benefit of the Agent and the Holders of Secured Obligations; and

WHEREAS, the Borrower, as of the date hereof, has acquired substantially all of the assets of the Hoyle products division of Brown & Bigelow, Inc., a Delaware corporation (the "Hoyle Acquisition"); and

WHEREAS, the Lenders have required Borrower to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "Secured Obligations" (as defined in the Credit Agreement) and (ii) as a condition precedent to extensions of credit under the Credit Agreement;

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

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular

provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, Borrower affirms its prior grant of and grants to the Agent, for the benefit of the Holders of Secured Obligations, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Borrower's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Borrower's business symbolized by the foregoing and connected therewith, and (e) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 3(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Borrower is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this paragraph 3, the Licenses shall not include any license agreement in effect as of the date hereof, or those that are entered into after the date hereof in the ordinary course of business, which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this paragraph 3 shall be deemed to apply thereto automatically.

4. Restrictions on Future Agreements. Borrower shall not, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Borrower further agrees that, except as otherwise provided in paragraph 9 herein, Borrower shall not take any action, and shall use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with the Trademarks or Licenses.

5. New Trademarks and Licenses. Borrower represents and warrants that, as of the date hereof, (a) other than the "Trademarks" identified in the Trademark Security Agreement, dated as of February 29, 2000, by and between the Borrower and the Agent, the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Borrower, (b) other than the "Licenses" identified in the Trademark Security Agreement, dated as of February 29, 2000, by and between the Borrower and the Agent, the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements (other than those trademark license agreements and service mark license agreements which by their terms prohibit the grant of security contemplated by this Agreement) under which Borrower is the licensee or licensor, and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Borrower to any Person other than the Agent. If, before this Agreement terminates, Borrower shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 3 above shall automatically apply thereto. Borrower shall notify the Agent in writing of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event at least once every calendar quarter in which one or more such events shall occur. The Agent may modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 3 above or under this paragraph 5, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

6. Royalties. The Agent's use of the Trademarks and Licenses as authorized hereunder in connection with its exercise of its rights and remedies under paragraph 14 or pursuant to Section 17 of the Security Agreement shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent or the other Holders of Secured Obligations to Borrower or any other party.

7. Right to Inspect; Further Assignments and Security Interests. The Agent may at all reasonable times and upon reasonable notice (and at any time when an Unmatured Default or Default exists) have access to, examine, audit, make copies (at Borrower's expense) and extracts from and inspect Borrower's premises and examine Borrower's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, the Agent shall use reasonable efforts not to disturb unnecessarily the conduct of Borrower's ordinary business operations. After a Default occurs, the Agent, or a conservator appointed by the Agent, shall have the right to establish such reasonable additional product quality controls as the Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used, except to the extent that the imposition of such additional product quality controls upon a third party violates the provisions of any License. Borrower (i) shall not sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Agent, and (ii) shall not change the quality of such products in any material respect without the Agent's prior written consent.

8. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only; it creates a continuing security interest in the Trademarks and Licenses and shall terminate only when the Secured Obligations then due and owing have been paid in full and the Credit Agreement and the Security Agreement have been terminated. When this Agreement has terminated, the Agent shall promptly execute and deliver to Borrower, at Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement or the Security Agreement.

9. Duties of Borrower. Borrower shall, to the extent reasonable and desirable in the normal conduct of Borrower's business: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) apply for the registration of any unregistered trademarks or service marks as Borrower deems appropriate. Borrower shall not abandon any Trademark or License without the Agent's prior written consent unless such abandonment is reasonable and desirable in the normal conduct of Borrower's business. Borrower shall use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary in or material to the operation of Borrower's business. Borrower shall bear any expenses incurred in connection with the foregoing. Neither the Agent nor any of the Holders of Secured Obligations shall have any duty with respect to the Trademarks and Licenses. Without limiting the foregoing, neither the Agent nor any of the Holders of Secured Obligations shall be obligated to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Agent may do so at its option if a Default has occurred and is continuing, and all expenses incurred in connection therewith shall be for the Borrower's sole account and shall be added to the Secured Obligations secured hereby.

10. The Agent's Right to Sue. If a Default has occurred and is continuing, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Agent shall commence any such suit, Borrower shall, at

the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement. Borrower shall, upon demand, promptly reimburse the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

11. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Borrower and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the Borrower's undertakings, agreements, warranties, covenants and representations contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to Borrower specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable. 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 hereof, 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 Agreement in any jurisdiction.

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

14. Cumulative Remedies; Power of Attorney. Borrower irrevocably designates, constitutes and appoints the Agent (and all Persons designated by the Agent in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in Borrower's or the Agent's name, if a Default has occurred and is continuing and the Agent notifies Borrower that it intends to enforce its rights and claims against Borrower, to take any action and execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Agent deems in its own or the Holders of Secured Obligations' best interest. Borrower ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations then due and owing have been paid in full and the Credit Agreement has been terminated. This Agreement is not intended to limit or restrict in any

way the Agent's or the Holders of Secured Obligations' rights and remedies under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, 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 Trademarks or the Licenses may be located or deemed located. If a Default has occurred and is continuing and the Agent has elected to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Borrower shall assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Agent or any Person designated by the Agent and shall execute and deliver to the Agent or any such Person all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, Borrower and the Agent expressly agree that if a Default has occurred and is continuing, the Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. Borrower agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances. In the event of any conflict between the provisions of this Agreement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

15. Successors and Assigns. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of each of the Holders of Secured Obligations and its nominees, successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower; provided, however, that Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

16. **GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED IN ALL RESPECTS BY THE INTERNAL LAWS (INCLUDING 735 ILCS 105/5-1 ET SEQ. BUT OTHERWISE WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS) AND DECISIONS OF THE STATE OF ILLINOIS.**

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

18. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which

when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

20. Merger. This Agreement represents the final agreement of the Borrower with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Borrower and the Agent or any Lender.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE UNITED STATES PLAYING CARD
COMPANY

By: Charles R. Junk
Title: President

Accepted and agreed to as of the day and year first
above written.

BANK ONE, NA
(Main Office Chicago)
as Agent

By: Steve F. Smith
Title: First Vice President

SCHEDULE A

TO

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Dated as of March 15, 2001

Trademarks, Service Marks and Trademark and Service Mark Applications

None, except:

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THE UNITED STATES PLAYING CARD COMPANY

Mark	Country/Reg. No.	Goods/Services	Status	Reg. Date
Maverick Card Back Design	U.S. 1,644,376	Playing cards	Incontestable	05/14/91
MAVERICK PLAYING CARD & Package Design	U.S. 2,346,950	Playing cards	Aff. of Use Due 05/02/06	05/02/00
P.G.C. (stylized)	U.S. 1,070,229 U.S. 1,780,214	Playing cards Playing cards	Incontestable Incontestable	07/25/77 07/06/93
POCKET TRIVIA	U.S. 1,327,250	Equipment sold as a unit for playing a card game	Incontestable	03/26/85
PUZZLE PLUS FUN SET	U.S. 2,343,299	Kid's activity kit incl. coloring book, puzzle, card game, pen, crayon & drawing slate	Aff. of Use Due 04/18/06	04/18/00
Shellback Card Back Design	U.S. 1,645,186	Playing cards	Incontestable	05/21/91
STARDUST & Design	U.S. 800,248	Playing cards	Incontestable	12/14/65
TRUMP (stylized)	U.S. 1,083,939	Playing cards	Incontestable	01/31/78

**Non-Hoyle
Acquisition Marks:**

1001 ALADDIN PLAYING CARDS (packaging)	US 76/062591	Playing Cards	Pending	Filed - 06.02.2000
1002 ALADDIN PLAYING CARDS (packaging)	US 76/062590	Playing Cards	Pending	Filed - 06.02.2000
NO. 808 BICYCLE PLAYING CARDS SECONDS (packaging)	US 76/062593	Playing Cards	Pending	Filed - 06.02.2000
999 PLAYING CARDS STEAMBOAT 999 (packaging)	US 76/062589	Playing Cards	Pending	Filed - 06.02.2000
A DOUGHERTY LINOID FINISH TALLY-HO	US 76/062595	Playing Cards	Pending	Filed - 06.02.2000

TRADEMARKS-UNITED STATES OF AMERICA¹

THE UNITED STATES PLAYING CARD COMPANY

Mark	Country/Reg. No.	Goods/Services	Status	Reg. Date
NO. 9 (packaging)				
A DOUGHERTY LINOID FINISH TALLY-HO PLAYING CARDS NO. 9 (packaging)	US 76/084204	Playing Cards	Pending	Filed - 07.05.2000
AVIATOR	US 78/009730	Computer programs, namely game software for use on computers and video game players.	Pending	Filed - 05.24.2000
"BEE"	US 78/009732	Computer programs, namely game software for use on computers and video game players.	Pending	Filed - 05.24.2000
BICYCLE	U.S. 2,399,763	Computer programs, namely, computer game software for use on computers and video game players	Registered	10.31.2000
BICYCLE RIDER BACK PLAYING CARDS AIR CUSION FINISH (packaging)	US 76/062592	Playing Cards	Pending	Filed - 06.02.2000
CLUB CASINO & design	US 1,233,516	Playing Cards	Registered	04.05.83
CLUB CASINO	US 1,233,517	Playing Cards	Registered	04.05.83
(DESIGN ONLY) image unavailable	Puerto Rico 30264	Playing Cards	Registered	03.31.91
(DESIGN ONLY)	US 78/010170	Card games and printed instructions sold therewith; collectible card games; games with playing cards as a component thereof.	Pending	Filed - 05.26.2000
-E-Z-SEE	US 1,182,097	Playing Cards	Registered	12.15.81
FIVE HUNDRED & design	US 0,053,089	Playing Cards	Registered	05.22.06

TRADEMARKS-UNITED STATES OF AMERICA'

THE UNITED STATES PLAYING CARD COMPANY

Mark	Country/Reg. No.	Goods/Services	Status	Reg. Date
JOURNEYMAN PRESS	US 78/009736	Card games and printed instructions sold therewith; collectible card games; games with playing cards as a component thereof.	Pending	Filed - 05.24.2000
LEARNING AND FUN ROLLED INTO ONE	US 2,371,004	Card Games	Registered	07.25.2000
KING	US 0,731,109	Playing Cards	Renewed	05.08.62
PATRIOTIC	US 2,371,032	Playing Cards	Registered	07.25.2000
QUEEN	US 0,731,112	Playing Cards	Renewed	05.08.62
RAMBLER NO. 23 GILT EDGES SUPERIOR ALUMINUM SURFACE (packaging)	US 76/062594	Playing Cards	Pending	Filed - 06.02.2000
SEE THE WORLD	US 2,371,003	Card Games	Registered	07.25.2000
STREAMLINE	Puerto Rico 30263	Playing Cards	Registered	03.31.91
STREAMLINE FRONT PANEL	Puerto Rico 30677	Playing Cards	Registered	08.26.92
THE GAME BEGINS HERE	US 78/009734	Card games and printed instructions sold therewith; collectible card games; games with playing cards as a component thereof.	Pending	Filed - 05.24.2000
TOTAL IT!	US 2371048	Card Games	Registered	07.25.2000
UNITED STATES U.S. & design	US 0058572	Playing Cards	Renewed	12.18.06
WE THEY & design	US 0,247,877	Playing Cards	Registered	10.09.28
W3	US 2,370,999	Card Games	Registered	07.25.2000

SCHEDULE B

TO

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Dated as of March 15, 2001

License Agreements

None, except:

Licensors	Name of Property	Territory	Expiration Date	Extension of Term	Articles
Jack Daniel Distillery, et al.	Jack Daniel's trademarks and logos on playing cards.	USA, United States Territories and Possessions, and Canada	12/31/03	None	Playing Cards
Miller Brewing Company	MILLER trademarks and logos on playing cards.	USA, United States Territories and Possessions, and US Military Bases	12/31/02	None	Playing Cards
NK Lawn & Garden	NK LAWN & GARDEN and related logo and design	USA, United States Territories and Possessions, and US Military PX's (worldwide), and Canada	Agreement in force for 2001 and 2002 dated calendars.	Renewal for 2003 under specified conditions	Retail Calendars
Pepsi Co., Inc.	PEPSI, PEPSI-COLA, DIET PEPSI, DIET PEPSI-COLA, MOUNTAIN DEW	Mexico	12/31/03	None	Playing cards, retail calendars, and puzzles
Pepsi Co., Inc.	PEPSI, PEPSI-COLA, DIET PEPSI, DIET PEPSI-COLA, MOUNTAIN DEW	USA, United States Territories (excluding Puerto Rico) and Possessions, and Canada	12/31/03	None	Playing cards, retail calendars, and puzzles

Licensors	Name of Property	Territory	Expiration Date	Extension of Term	Articles
Frito-Lay, Inc. and Recot, Inc.	CHEE-TOS, the representation of "Chester Cheetah", CRACKER JACK, the representation of "Sailor Jack & Bingo", FRITOS, LAY'S, TOSTITOS, ROLD GOLD, RUFFLES	USA, United States Territories and Possessions, and Canada	8/31/02	One term of two years under specified circumstances	Playing cards
Sierra On-Line, Inc. (Licensee) USPC (Licensor)	HOYLE, ACCORDING TO HOYLE, SHELLBACK DESIGN, HOYLE FACE CARD DESIGNS	Worldwide	06/30/05	(2) Additional (3) Year terms	Software, Online Products
Stanley Logistics, Inc. and B. Stanley Works, Inc.	STANLEY and STANLEY LOGO (includes MAKE SOMETHING GREAT)	United States and Canada	12/31/01	None	Paper playing cards
Times Mirror Magazines, Inc.	FIELD & STREAM name and logo	Agreement in force until	4/30/01	None	Playing cards
United Feature Syndicate, Inc.	PEANUTS trademarks and characters	USA and United States Territories and Possessions	12/31/02	None	Playing cards
Viacom Consumer Products, Inc.	STAR TREK trademarks on playing cards	USA and United States Territories and Possessions	12/31/01	None	Playing cards

Licensor	Name of Property	Territory	Expiration Date	Extension of Term	Articles
Paws, Inc.	GARFIELD trademarks and characters	USA, United States Territories and Possessions, and Canada	6/30/02	None	Playing cards
The Crocodile Hunter - Discovery Channel	The Crocodile Hunter	USA	12/31/2002	TBD	Playing Cards
IDG Books Worldwide, Inc.	Bicycle Marks in WORK & promotional materials for the WORK	Worldwide, in English language	12/31/01 (Renewed from 10/23/99)	2 years (Renewal signed 07/19/00)	Poker For Dummies
IDG Books Worldwide, Inc.	Bicycle Marks in WORK & promotional materials for the WORK	Worldwide, in English language	12/31/2001	2 Years (Signed 07/17/00)	Card Games For Dummies; Bridge Games For Dummies.
Microsoft (Licensee) USPC (Licensor)	AGE OF EMPIRES RISE OF ROME AGE OF KINGS	Worldwide	06/13/03 (Approx. - 3 years following 1st Shipment)	(2) Additional (2) Year terms	Collectible Card Games (add-ons); Card Games.
Star Wars Mexico	Lucasfilm Ltd.	Mexican Republic	04/30/01	None	Episode 1 Playing Cards
Warner Brothers	Cartoon Network – Johnny Bravo (Johnny Bravo, Pops, Carl, Bunny Bravo, Little Suzie), Cow & Chicken and Dexter’s Laboratory	US (50 states), Puerto Rico, US Virgin Islands & US Military Bases excluding Guam & Saipan	12/31/2002	TBD	Playing Cards & Card Games

Licensors	Name of Property	Territory	Expiration Date	Extension of Term	Articles
Warner Bros. Harry Potter	Harry Potter Movie I, Movie II,	USA & Territories	12/31/2003	Renewal must be negotiated separately	Playing Cards and Card Games.
Walt Disney, Disney Enterprises, inc.	Disney's Atlantis, Disney's Standard Characters:(Mic key Mouse, Minnie Mouse, Donald Duck, Pluto, Goofy), Winnie the Pooh, 102 Dalmatians, Monsters, Inc.	USA, Canada, United PX's, United States Territories and Possessions, Excluding: Puerto Rico, Common Wealth of Mariana Islands & Palau.	12/31/2002	None	Playing Cards, Playing Card Gift Sets (Tins, Vinyl, and Card Packs)

The following are hereby deleted from Schedule B to the Trademark Security Agreement, dated as of February 29, 2000, by and between the Borrower and the Agent:

Licensors	Name of Property	Territory	Expiration Date	Extension of Term	Articles
Alkire, "Crazy Rummy"	Randal Warren Alkire	Entire World	02/28/2001	3 year renewal	Crazy Rummy Card Game
Chevrolet Motors Corp.	Chevrolet, Chevy and various car models.	United States, Canada, and Military Bases Worldwide.	06/30/00	None	Playing Cards
The Curtis Publishing Company	Saturday Evening Post	United States, its territories and Canada.	03/31/00	None	Playing Cards and Playing Cards in a Collectible Tin
Disney Enterprises, Inc.	A Bug's Life	United States US PX's (No Puerto Rico unless US Stores have stores in PR), Guam, Commonwealth of Northern Mariana Islands & Palau.	12/31/99 (In sell off period)	None	Playing Cards, gift sets, activity decks

Licensors	Name of Property	Territory	Expiration Date	Extension of Term	Articles
Disney Enterprises, Inc.	Mulan	Same as Above	12/31/99 (In sell off period)	None	Playing Cards, gift sets, die-cut playing cards
Disney Enterprises, Inc.	Simba's Pride	Same as Above	12/31/99 (In sell off period)	None	Playing Cards, gift sets, playing card safari pads
Dreamworks, LLC	Small Soldiers	United States, US Military Bases and Canada	12/31/99 (In sell off period)	None	Playing Cards
Expert Software (Licensee) USPC (Licensor)	BEE Brand, Ace of Spades, Joker Daimond Back: Bicycle Brand, Ace of Spades, Joker; 808 Bicycel Back Design & Case Design; Aviator, Ace of Spades, Joker, Brand, Back & Case Design.	Worldwide w/ Some restrictions	08/01/01 Terminated on 2/3/00	None	Solitaire, Baccarat, Gin Rummy, Black Jack, Poker, Bridge, Cribbage, Roulette software for personal computer or Macintosh line or software for arcade games
Major League Baseball Properties, Inc.	Various Baseball Teams	United States, District of Columbia, Puerto Rico, US Territories & Possessions, US Military Bases Worldwide.	12/31/1999	None	Miniature, Jumbo & Regular Cards.
National Football League Properties, Inc.	NFL Football Teams and Logos	United States, District of Columbia, Puerto Rico, US Territories & Possessions, US Military Bases Worldwide.	12/31/1999	None	NFL Trivia playing cards, Play Footabll Playing Card Game

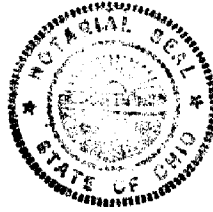
Licensors	Name of Property	Territory	Expiration Date	Extension of Term	Articles
Paws, Inc.	Garfield	US, US PX's, Peru, Canada, Bahamas, Bermuda, Costa Rica, Venezuela, Uruguay, Argentina, Philippines, and Chile.	12/31/99 (In sell off period)	None	Playing Cards sold as decks or as collectibles in Tins, Playing Card Games and Magic Game Cards
Remington Arms Company, Inc.	Remington	United States	05/26/00	None	Playing Cards

STATE OF OHIO)
) SS
COUNTY OF HAMILTON)

The foregoing Supplemental Trademark Security Agreement was acknowledged before me this 12th day of March, 2001, by Charles R. Zunk, President of The United States Playing Card Company, a Delaware corporation, on behalf of such corporation.



Notary Public
_____ County, Ohio
My commission expires: _____



MELVIN A. BEDREE, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date, Section 147.03 O.R.C.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Supplemental Trademark Security Agreement was acknowledged before me this 14th day of March, 2001, by Steven F. Smith, a First Vice President of Bank One, NA, with its principal office in Chicago, Illinois, a national banking association, on behalf of such association.



A handwritten signature in black ink that reads "Donald M. Salazar". The signature is written in a cursive style and is positioned above a horizontal line.

Notary Public
State of Illinois
My commission expires: 1-25-2005