

10-24-2001



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

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Learning Curve International, Inc.

10/09/01

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: American National Bank & Trust Co.

Internal Address: _____

Street Address: 120 S. LaSalle Street

City: Chicago State: IL Zip: 60603

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

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

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

A. Trademark Application No.(s)

See Attached.

B. Trademark Registration No.(s)

See Attached.

Additional number(s) attached Yes No

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

Name: Inna Tsimenman, Esq.

Internal Address: _____

Street Address: 55 East Monroe

Suite 4200

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: _____

50

7. Total fee (37 CFR 3.41).....\$ 2,000.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-1351

(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.

Inna Tsimenman, Esq.

Name of Person Signing

Signature

Oct. 4, 2001

Date

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

9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

10/23/2001 JJALLAH2 00000019 2199084

01 FC:481
02 FC:482

40.00 DP
1225.00 OP

Refund Ref: 10/23/2001 JJALLAH2 0000111297

CHECK Refund Total: \$735.00

TRADEMARK
REEL: 002382 FRAME: 0748

TRADEMARK REGISTRATIONS

<u>NAME</u>	<u>REG. DATE</u>	<u>REG. NO.</u>	<u>OWNER</u>
TED THE PTERODACTYL	10/20/98	2,199,084	Learning Curve International, Inc.
HORACE THE MOOSE	09/01/98	2,186,771	Learning Curve International, Inc.
CHESTER THE MONKEY	03/16/99	2,232,756	Learning Curve International, Inc.
DAPHNE THE DRAGON	03/02/99	2,229,486	Learning Curve International, Inc.
PENELOPE THE PIG	08/25/98	2,184,994	Learning Curve International, Inc.
MARLEY THE LION	08/25/98	2,184,993	Learning Curve International, Inc.
ROBO-DOG	12/15/98	2,211,599	Learning Curve International, Inc.
POWER-UP PACK	05/04/99	2,243,191	Learning Curve Toys, L.L.C.
SPACE COPTER	11/03/98	2,201,967	Learning Curve International, Inc.
VOLCANIC CRAWLER	11/10/98	2,203,197	Learning Curve International, Inc.
AQUABOT	12/15/98	2,211,598	Learning Curve International, Inc.
LASER SCANNER	11/10/98	2,203,196	Learning Curve International, Inc.
DUNE TRIKE	11/10/98	2,203,195	Learning Curve International, Inc.
MARS CRUISER	04/13/99	2,239,337	Learning Curve International, Inc.
BLINKY THE LIGHTNING BUG	04/28/98	2,154,307	Learning Curve International, Inc.
FINNEGAN THE DRAGON	05/05/98	2,155,720	Learning Curve International, Inc.
MONSTER MATCH	05/05/98	2,155,719	Learning Curve International, Inc.

<u>NAME</u>	<u>REG. DATE</u>	<u>REG. NO.</u>	<u>OWNER</u>
PATCHES	03/10/98	2,143,541	Learning Curve International, Inc.
BLANKET BABY	03/10/98	2,143,540	Learning Curve International, Inc.
LITTLE KNOTTIES	02/10/98	2,136,269	Learning Curve International, Inc.
LEARNING CURVE TOYS and Design	01/14/97	2,030,226	Learning Curve International, Inc.
WOODTOWN A LEGENDARY PLACE FOR KIDS and Design	01/14/97	2,030,225	Learning Curve International, Inc.
LEARNING CURVE TOYS	12/31/96	2,027,139	Learning Curve International, Inc.
ROBOTIX and Design	08/12/97	2,087,051	Learning Curve International, Inc.
FELTKIDS	04/09/96	1,966,503	Learning Curve International, Inc.
INFANT DEVELOPMENT SYSTEM	02/01/97	2,037,967	Learning Curve International, Inc.
WOODTOWN	09/19/95	1,921,031	Learning Curve International, Inc.
Design Only	07/16/91	1,650,555	Learning Curve International, L.L.C.
ROBOTIX	06/04/85	1,339,315	Learning Curve International, Inc.

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TRADEMARK
REEL: 002382 FRAME: 0750

TRADEMARK APPLICATIONS

<u>NAME</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>OWNER</u>
SMALL MIRACLES	75/648,611	02/25/99	Learning Curve International, Inc.
PUZZETS	75/443,563	03/03/98	Learning Curve International, Inc.
ROBO-REX	75/414,26	01/06/98	Learning Curve International, Inc.
R.A.V.E.N.	75/413,577	01/06/98	Learning Curve International, Inc.
ROBOTIX TASK FORCE	75/413,576	01/06/98	Learning Curve International, Inc.
ROBOCITY	75/309,732	06/16/97	Learning Curve International, Inc.
ROBOCITY	75/309,731	06/16/97	Learning Curve International, Inc.
LEARNING CURVE and Design	75/263,777	03/25/97	Learning Curve International, Inc.
LEARNING CURVE INTERNATIONAL	75/242,278	02/14/97	Learning Curve International, Inc.
THE RIGHT TOY AT THE RIGHT TIME	75/240,848	02/07/97	Learning Curve International, Inc.
LEARNING CURVE MULTIMEDIA	75/240,834	02/07/97	Learning Curve International, L.L.C.
LEARNING CURVE PRODUCTIONS	75/240,833	02/07/97	Learning Curve International, Inc.
LEARNING CURVE ENTERTAINMENT	75/237,899	02/07/97	Learning Curve International, Inc.
LEARNING CURVE EDUCATION	75/237,898	02/07/97	Learning Curve International, Inc.
LEARNING CURVE PUBLICATIONS	75/237,897	02/07/97	Learning Curve International, Inc.
DESERT ROVER	75/195,939	11/05/96	Learning Curve International, Inc.
MAKE A LION	75/193,728	11/05/96	Learning Curve International, Inc.

<u>NAME</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>OWNER</u>
MAKE AN ELEPHANT WHISKERS	75/193,727 75/176,277	11/05/96 10/03/96	Learning Curve International, Inc. Learning Curve International, Inc.
CLICKITY-CLACK TRACK	74/501,519	03/18/94	Learning Curve International, Inc.
CLACK TRACK	74/501,478	03/18/94	Learning Curve International, Inc.

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT dated as of August 29, 2001, is by Learning Curve International, Inc., a Delaware corporation ("Grantor"), in favor of American National Bank & Trust Company of Chicago, as Agent (the "Agent") for the Lenders party to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, Grantor, Agent and the Lenders named therein are parties to a Credit Agreement dated as of July 14, 1999 (the "Prior Credit Agreement");

WHEREAS, pursuant to the Prior Credit Agreement, Grantor and the Agent entered into that certain Trademark Security Agreement dated as of July 14, 1999 pursuant to which Grantor granted the Agent a security interest in the Trademark Collateral indicated therein (the "Prior Trademark Security Agreement"); and

WHEREAS, the Grantor, the Agent as agent for the Lenders named therein, are entering into an Amended and Restated Credit Agreement as of even date herewith (as amended or otherwise modified from time to time the "Credit Agreement") pursuant to which the Lenders thereunder have agreed to make loans to the Grantor; and

WHEREAS, as a condition to making the loans under the Credit Agreement, the Agent, on behalf of the Lenders, requires that Grantor execute and deliver to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Pledge and Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, as a further condition to making loans under the Credit Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Amended and Restated 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 the Credit Agreement.

"Trademark License" shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

"Trademarks" shall mean all of the following now owned or hereafter acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or

unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK

COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority 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 but not limited to 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 Amended and Restated 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.

4. PRIOR TRADEMARK SECURITY AGREEMENT. This Amended and Restated Trademark Security Agreement amends, restates and replaces in its entirety and is in substitution and exchange for the Prior Trademark Security Agreement with the same priorities as contained in the Prior Trademark Security Agreement. This Amended and Restated Trademark Security Agreement is not a novation of the Prior Trademark Security Agreement, and shall not be deemed to affect the rights, duties or obligations of the Grantor contained in the Prior Trademark Security Agreement, nor shall it affect the priorities with respect to the Trademark Collateral as provided in the Prior Trademark Security Agreement, all of which rights, duties, obligations and priorities remain in full force and effect and are now evidenced by this Amended and Restated Trademark Security Agreement.

[signature page follows]

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

LEARNING CURVE INTERNATIONAL, INC.

By: *Lawrence J. Bernicky*
Name: LAWRENCE J. BERNICKY
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

AMERICAN NATIONAL BANK &
TRUST COMPANY OF CHICAGO,
as Agent

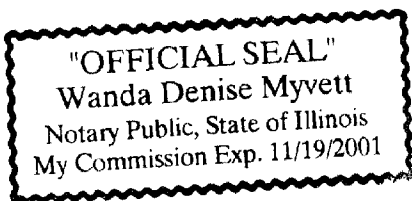
By: *Peter B. Harrison, Jr.*
Name: PETER B. HARRISON, JR.
Title: VICE PRESIDENT

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)
) ss.
COUNTY OF Cook)

On this 29th day of August, 2001 before me personally appeared Lawrence J. Bernicky proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Learning Curve International, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Wanda Denise Myvett
{seal} Notary Public



SCHEDULE I

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT