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101897456

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

1. Name of conveying party(ies):
 Stravina Operating Company, LLC,
 a Delaware limited liability company

Stravina International Holding Company,
 a California corporation

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: Union Bank of California, N.A.

Internal Address: Attn: Stravina Account Officer

Street Address: 445 S. Figueroa St., 15th Floor

City: Los Angeles State: CA ZIP: 90071

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other national banking 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

3. Nature of conveyance: 11-15-01

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 13, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75-681,791
76-144,976

Additional numbers attached? Yes No

B. Trademark registration No.(s)
n/a

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Sheppard, Mullin, Richter & Hampton
LLP

Internal Address: Attn: J. Cravitz

Street Address: 333 S. Hope St., 48th Floor

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 2

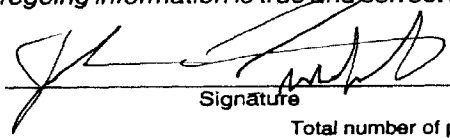
7. Total fee (37 CFR 3.41):..... \$ 65.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (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.

John Friedrichs, Esq.  Nov. 5, 2001
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 4

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

Do not detach this portion

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

11/16/2001 6TOM11 00000115 75681791
 01 FC:481 40.00 OP
 02 FC:482 25.00 OP

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

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

TRADEMARK

AMENDMENT NO. 3 TO
TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 3 TO TRADEMARK SECURITY AGREEMENT (this "Amendment") dated as of August 13, 2001, is entered into by and among STRAVINA OPERATING COMPANY, LLC, a Delaware limited liability company ("Stravina"), STRAVINA INTERNATIONAL HOLDING COMPANY, a California corporation ("SIHC", and together with Stravina, "Grantors") and UNION BANK OF CALIFORNIA, N.A. ("Secured Party"), with reference to the following facts:

RECITALS

A. Grantors and Secured Party entered into a Trademark Security Agreement dated as of April 21, 1999 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), which was recorded on August 24, 2000 with the United States Patent and Trademark Office at Reel 2135, Frame 0758, pursuant to which Grantors granted to Secured Party a security interest in the Collateral described therein. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the Security Agreement.

B. Grantors and Secured Party desire to amend the Security Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Secured Party hereby agree as follows:

1. Schedule 1. Entry number 13 on Schedule 1 to the Security Agreement (which entry reads "Zany Namz (application) Serial Number 75/803,329") is amended to read in full as set forth below:

"13. ZANY NAMZ & Design Registration Number 2,377,577"

2. Schedule 1. Entry number 14 on Schedule 1 to the Security Agreement (which entry reads "Mirrored Reflections (application) Serial Number 75/935,711") is amended to read in full as set forth below:

"14 MIRRORED REFLECTIONS
 (application) Application Number 75/935,711"

3. Schedule 1. Schedule 1 to the Security Agreement is amended by adding the following entries at the end of such schedule:


- "15. ZANY NAMZ (application) Application Number 75/681,791
- 16 CONFETTI NAMZ (application) Application Number 76/144,976"

4. Confirmation. In all other respects, the terms of the Security Agreement are hereby confirmed.

5. Counterparts. This Amendment may be executed in counterparts, which counterparts, when so executed and delivered, shall together constitute but one original.

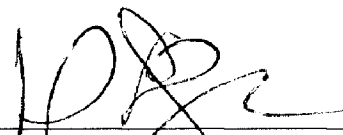
IN WITNESS WHEREOF, Grantors and Secured Party have executed this Amendment as of the date first above written by their duly authorized representatives.

STRAVINA OPERATING COMPANY, LLC,
a Delaware limited liability company

By: 

Michael Wolfe
[Printed name and title]

STRAVINA INTERNATIONAL HOLDING
COMPANY, a California corporation

By: 

Michael Wolfe
[Printed name and title]

[Signatures continued on next page]

By: Gary Kirsner
GARY KIRSNER, VICE PRESIDENT
[Printed name and title]