02-04-2002

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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

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

1. Name of conveying party(ies):

TMP International, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Bank One, Michigan
Internal Address: c/o Bank One, Arizona, NA
Street Address: 201 N. Central Ave. 3rd Fl.
City: Phoenix State: AZ Zip: 85001

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Michigan 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:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Amended and Restated Security Agreement
Execution Date: 1/17/02

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2081688 2135412 2035709
2081686 2125194 2038873
2123212 2089192 2035708

Additional number(s) attached ☒ Yes ☐ No

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

Name: Lewis and Roca LLP
Internal Address: Michael Hallam

Street Address: 40 North Central

City: Phoenix State: AZ Zip: 85004

6. Total number of applications and registrations involved: ..... 18

7. Total fee (37 CFR 3.41).....$ 465.00

☒ 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.*

Michael Hallam
Name of Person Signing

Signature

1/18/02
Date

Total number of pages including cover sheet, attachments, and document: 25

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

01/31/2002 TDIAZ1 00000187 2081688
01 FC:481 40.00 OP
02 FC:482 425.00 OP

4.b. Continuation of Trademark Registrations

2035707
2090010
2148128
2058368
2076082
2041122
2081963
1918145
2155109

# AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT (this "Agreement") is made and entered into as of January 17, 2002, by TMP INTERNATIONAL, INC., a Michigan corporation ("Debtor"), whose principal place of business is 40 West Baseline Road, Suite E-105, Tempe, Arizona 85283 in favor of BANK ONE, MICHIGAN, a Michigan banking association ("Secured Party"), whose address is c/o Bank One, Arizona, NA, 201 North Central Avenue, 3rd Floor, AZ-1-1283, Phoenix, Arizona 85001.

AGREEMENT:

In consideration of the mutual covenants and promises hereinafter set forth, Secured Party and Debtor agree as follows:

1. Security Interest To secure the payment of the Obligations (as defined below), Debtor hereby renews and extends the security interest previously granted to Secured Party in and to the following, wherever located, whether now owned or hereafter acquired (collectively, the "Collateral"):

(a) the furniture, equipment, trade fixtures, appliances and other tangible personal property now or hereafter located on that real property legally described on Exhibit A attached hereto (the "Premises");

(b) all inventory (as defined in the Arizona enactment of the Uniform Commercial Code; hereinafter the "Uniform Commercial Code") now owned or hereafter acquired by Borrower including without limitation all goods, merchandise, work-in-progress, raw materials, finished goods and all other materials, supplies and tangible property of any kind, nature or description held for sale or lease or for display or demonstration which might be used or consumed in connection with the manufacturing, packing, shipping, advertising, selling or leasing of such goods or merchandise and all documents of title and other documents pertaining thereto and all proceeds of the foregoing;

(c) all accounts (as defined in the Uniform Commercial Code) including without limitation, all present and future rights to payment for goods sold or leased or for services rendered, regardless of whether earned by performance;

(d) all United States copyrights, registered or unregistered, in and to all copyrightable works now owned or hereafter acquired by Debtor, including those identified on Exhibit B attached hereto, together with all registrations and applications therefor and all licenses thereof and (i) any renewals or extensions of the registrations therefor that may be secured under the laws now or hereafter in effect in the United States, (ii) all income, royalties, damages and payments now and hereafter due 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 thereof, (iii) the right to sue and recover for past,



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present and future infringements thereof, and (all rights corresponding thereto throughout the world;

(e) all intellectual property rights of every nature and kind other than Trademarks, Copyrights and Patents, now owned or hereafter acquired by Debtor, including, without limitation, industrial designs, rights under license agreements (whether as licensor or licensee), rights under distribution and joint venture agreements, trade secrets, know-how and confidential business information, computer software, data and documentation (including electronic media) and licenses thereof, and (i) all income, royalties, damages and payments now and hereafter due 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 thereof, (ii) the right to sue and recover for past, present and future infringements thereof, and (iii) all rights corresponding thereto throughout the world;

(f) all United States patents and patent applications, now owned or hereafter acquired by Debtor, including, without limitation, the inventions and improvements described and claimed therein, all licenses thereof and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due 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 thereof, (iii) the right to sue and recover for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world;

(g) all trademarks, trade names, corporate names, company names, business names, fictitious 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, trademark registrations and applications for registration owned by Debtor and all licenses thereof, including without limitation those identified on Exhibit C attached hereto, together with the goodwill of the business connected with the use of, and symbolized by, the foregoing, and (i) the registration renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due 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 thereof, (iii) the right to sue and recover for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world; and,

(h) all demands, time, savings, money market, passbook or similar deposits of Debtor maintained with Secured Party.

2. Obligations Secured. This Agreement secures the following indebtedness and obligations (the "Obligations"):

(a) Payment of indebtedness evidenced by that certain Promissory Note dated as of the date of this Agreement in the amount of Eight Million Six Hundred Thirty Seven Thousand Five Hundred Seventeen Dollars and Ninety Two/00 ($8,637,512.92) executed by Debtor for the benefit of Secured Party, together with all extensions, renewals, amendments and modifications thereof (the "Note");



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(b) Payment of all other indebtedness and other sums, with interest thereon, which may be owed under, and performance of all other obligations and covenants contained in that certain Line of Credit Agreement dated September 27, 2001 between Debtor and Secured Party, as amended, (the "Credit Agreement") together with any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby or thereby(each a "Loan Document");

(c) Payment of all other sums now or hereafter owing to Secured Party by Debtor; and

(d) All costs and expenses incurred by Secured Party in collecting the indebtedness evidenced by the Note.

3. Other Actions To further the attachment, perfection and first priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in the Collateral, and without limitation on the Debtor's other obligations in this Agreement, the Debtor agrees, in each case at the Debtor's expense, to take the following actions with respect to the following Collateral:

(a) Promissory Notes and Tangible Chattel Paper. If the Debtor shall at any time hold or acquire any promissory notes or tangible chattel paper, the Debtor shall forthwith endorse, assign and deliver the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time specify.

(b) Deposit Accounts. For each deposit account that the Debtor at any time opens or maintains, with Secured Party the Debtor shall, at the Secured Party's request and option, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (a) cause the depositary bank to comply at any time with instructions from the Secured Party to such depositary bank directing the disposition of funds from time to time credited to such deposit account, without further consent of the Debtor, or (b) arrange for the Secured Party to become the customer of the depositary bank with respect to the deposit account, with the Debtor being permitted, only with the consent of the Secured Party, to exercise rights to withdraw funds from such deposit account. The Secured Party agrees with the Debtor that the Secured Party shall not give any such instructions or withhold any withdrawal rights from the Debtor, unless an Event of Default has occurred and is continuing, or would occur, if effect were given to any withdrawal not otherwise permitted by the Loan Documents. The provisions of this paragraph shall not apply to (i) any deposit account for which the Debtor, the depositary bank and the Secured Party have entered into a cash collateral agreement specially negotiated among the Debtor, the depositary bank and the Secured Party for the specific purpose set forth therein, (ii) a deposit account for which the Secured Party is the depositary bank and is in automatic control, and (iii) deposit accounts specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of the Debtor's salaried employees.

(c) Investment Property. If the Debtor shall at any time hold or acquire any certificated securities, the Debtor shall forthwith endorse, assign and deliver the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in



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blank as the Secured Party may from time to time specify. If any securities hereafter acquired by the Debtor are uncertificated and are issued to the Debtor or its nominee directly by the issuer thereof, the Debtor shall immediately notify the Secured Party thereof and, at the Secured Party's request and option, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (a) cause the issuer to agree to comply with instructions from the Secured Party as to such securities, without further consent of the Debtor or such nominee, or (b) arrange for the Secured Party to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by the Debtor are held by the Debtor or its nominee through a securities intermediary or commodity intermediary, the Debtor shall immediately notify the Secured Party thereof and, at the Secured Party's request and option, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (i) cause such securities intermediary or (as the case may be) commodity intermediary to agree to comply with entitlement orders or other instructions from the Secured Party to such securities intermediary as to such securities or other investment property, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by the Secured Party to such commodity intermediary, in each case without further consent of the Debtor or such nominee, or (ii) in the case of financial assets or other investment property held through a securities intermediary, arrange for the Secured Party to become the entitlement holder with respect to such investment property, with the Debtor being permitted, only with the consent of the Secured Party, to exercise rights to withdraw or otherwise deal with such investment property. The Secured Party agrees with the Debtor that the Secured Party shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary or commodity intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by the Debtor, unless an Event of Default has occurred and is continuing, or, after giving effect to any such investment and withdrawal rights not otherwise permitted by the Loan Documents, would occur. The provisions of this paragraph shall not apply to any financial assets credited to a securities account for which the Secured Party is the securities intermediary.

(d) Collateral in the Possession of a Bailee. If any Collateral is at any time in the possession of a bailee, the Debtor shall promptly notify the Secured Party thereof and, at the Secured Party's request and option, shall promptly obtain an acknowledgment from the bailee, in form and substance satisfactory to the Secured Party, that the bailee holds such Collateral for the benefit of the Secured Party, and that such bailee agrees to comply, without further consent of the Debtor, with instructions from the Secured Party as to such Collateral.

(e) Electronic Chattel Paper and Transferable Records. If the Debtor at any time holds or acquires an interest in any electronic chattel paper or any "transferable record," as that term is defined in Section 201 of the federal Electronic Signatures in Global and National Commerce Act, or in § 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, the Debtor shall promptly notify the Secured Party thereof and, at the request and option of the Secured Party, shall take such action as the Secured Party may reasonably request to vest in the Secured Party control, under §9-105 of the Uniform Commercial Code, of such electronic chattel paper or control under Section 201 of the federal Electronic Signatures in Global and National Commerce Act or, as the case may be, § 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. The Secured

Party agrees with the Debtor that the Secured Party will arrange, pursuant to procedures satisfactory to the Secured Party and so long as such procedures will not result in the Secured Party's loss of control, for the Debtor to make alterations to the electronic chattel paper or transferable record permitted under Uniform Commercial Code §9-105 or, as the case may be, Section 201 of the federal Electronic Signatures in Global and National Commerce Act or §16 of the Uniform Electronic Transactions Act for a party in control to make without loss of control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by the Debtor with respect to such electronic chattel paper or transferable record.

(f) Letter-of-credit Rights. If the Debtor is at any time a beneficiary under a letter of credit, the Debtor shall promptly notify the Secured Party thereof and, at the request and option of the Secured Party, the Debtor shall, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (i) arrange for the issuer and any confirmor or other nominated person of such letter of credit to consent to an assignment to the Secured Party of the proceeds of the letter of credit or (ii) arrange for the Secured Party to become the transferee beneficiary of the letter of credit, with the Secured Party agreeing, in each case, that the proceeds of the letter to credit are to be applied in the same manner as payments under the Note.

(g) Commercial Tort Claims. If the Debtor shall at any time hold or acquire a commercial tort claim, the Debtor shall immediately notify the Secured Party in a writing signed by the Debtor of the particulars thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

(h) Other Actions as to any and all Collateral. The Debtor further agrees, at the request and option of the Secured Party, to take any and all other actions the Secured Party may determine to be necessary or useful for the attachment, perfection and first priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in any and all of the Collateral, including, without limitation, (a) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the Uniform Commercial Code, to the extent, if any, that the Debtor's signature thereon is required therefor, (b) causing the Secured Party's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral, (c) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral, (d) obtaining governmental and other third party waivers, consents and approvals in form and substance satisfactory to Secured Party, including, without limitation, any consent of any licensor, lessor or other person obligated on Collateral, (e) obtaining waivers from mortgagees and landlords in form and substance satisfactory to the Secured Party and (f) taking all actions under any earlier versions of the Uniform Commercial Code or under any other law, as reasonably determined by the Secured Party to be applicable in any relevant Uniform Commercial Code or other jurisdiction, including any foreign jurisdiction.



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4. Representations and Warranties Concerning Debtor's Legal Status. The Debtor has previously delivered to the Secured Party a certificate signed by the Debtor and entitled "Perfection Certificate" (the "Perfection Certificate"). The Debtor represents and warrants to the Secured Party on Debtor's best knowledge as follows: (a) the Debtor's exact legal name is that indicated on the Perfection Certificate and on the signature page hereof, (b) the Debtor is an organization of the type, and is organized in the jurisdiction set forth in the Perfection Certificate, (c) the Perfection Certificate accurately sets forth the Debtor's organizational identification number or accurately states that the Debtor has none, (d) the Perfection Certificate accurately sets forth the Debtor's place of business or, if more than one, its chief executive office, as well as the Debtor's mailing address, if different, (e) all other information set forth on the Perfection Certificate pertaining to the Debtor is accurate and complete, and (f) that there has been no change in any information provided in the Perfection Certificate since the date on which it was executed by the Debtor.

5. Covenants Concerning Debtor's Legal Status. The Debtor covenants with the Secured Party as follows: (a) without providing at least 30 days prior written notice to the Secured Party, the Debtor will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, (b) if the Debtor does not have an organizational identification number and later obtains one, the Debtor shall forthwith notify the Secured Party of such organizational identification number, and (c) the Debtor will not change its type of organization, jurisdiction of organization or other legal structure.

6. Representations and Warranties Concerning Collateral, Etc. The Debtor further represents and warrants to the Secured Party as follows: (a) the Debtor is the owner of or has other rights in or power to transfer the Collateral, free from any right or claim or any person or any adverse lien, security interest or other encumbrance, except for the security interest created by this Agreement; (b) to the best knowledge of Debtor, none of the Collateral constitutes, or is the proceeds of, "farm products" as defined in §9-102(a)(34) of the Uniform Commercial Code, (c) to the best knowledge of Debtor, none of the account debtors or other persons obligated on any of the Collateral is a governmental authority covered by the Federal Assignment of Claims Act or like federal, state or local statute or rule in respect of such Collateral, (d) to the best knowledge of Debtor, the Debtor holds no commercial tort claim except as indicated on the Perfection Certificate, and (e) to the best knowledge of Debtor, the Debtor has at all times operated its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state and local statutes and ordinances dealing with the control, shipment, storage or disposal of hazardous materials or substances, (f) to the best knowledge of Debtor, all other information set forth on the Perfection Certificate pertaining to the Collateral is accurate and complete, and (g) that to the best knowledge of Debtor, there has been no change in any information provided in the Perfection Certificate since the date on which it was executed by the Debtor.

7. Covenants Concerning Collateral, Etc. The Debtor further covenants with the Secured Party as follows: (a) the Collateral, to the extent not delivered to the Secured Party, will be kept at those locations listed on the Perfection Certificate and the Debtor will not remove the Collateral from such locations, without providing at least thirty (30) days prior written notice to



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the Secured Party, (b) except for the security interest herein granted the Debtor shall be the owner of the Collateral free from any right or claim of any other person, lien, security interest or other encumbrance, and the Debtor shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Secured Party, (c) the Debtor shall not pledge, mortgage or create, or suffer to exist any right of any person in or claim by any person to the Collateral, or any security interest, lien or encumbrance in the Collateral in favor of any person, other than the Secured Party except for liens permitted by the Credit Agreement, (d) the Debtor will keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon, (e) the Debtor will permit the Secured Party, or its designee, to inspect the Collateral at any reasonable time, wherever located, (f) the Debtor will pay promptly when due all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with this Agreement, (g) the Debtor will continue to operate, its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state and local statutes and ordinances dealing with the control, shipment, storage or disposal of hazardous materials or substances, and (h) the Debtor will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral or any interest therein except for (i) sales and leases of inventory and licenses of general intangibles in the ordinary course of business and (ii) so long as no Event of Default has occurred and is continuing, sales or other dispositions of obsolescent items of equipment consistent with past practices dispositions.

8. Insurance.

8.1 Maintenance of Insurance. The Debtor will maintain with financially sound and reputable insurers insurance with respect to its properties and business against such casualties and contingencies as shall be in accordance with general practices of businesses engaged in similar activities in similar geographic areas. Such insurance shall be in such minimum amounts that the Debtor will not be deemed a co-insurer under applicable insurance laws, regulations and policies and otherwise shall be in such amounts, contain such terms, be in such forms and be for such periods as may be reasonably satisfactory to the Secured Party. In addition, all such insurance shall be payable to the Secured Party as loss payee under a "standard" loss payee clause. Without limiting the foregoing, the Debtor will (i) keep all of its physical property insured with casualty or physical hazard insurance on an "all risks" basis, with broad form flood and earthquake coverages and electronic data processing coverage, with a full replacement cost endorsement and an "agreed amount" clause in an amount equal to 100% of the full replacement cost of such property, (ii) maintain all such workers' compensation or similar insurance as may be required by law and (iii) maintain, in amounts and with deductibles equal to those generally maintained by businesses engaged in similar activities in similar geographic areas, general public liability insurance against claims of bodily injury, death or property damage occurring, on, in or about the properties of the Debtor; business interruption insurance; and product liability insurance. Notwithstanding the foregoing, Debtor may self insure furniture, fixtures and equipment (including electronic data processing).

8.2. Insurance Proceeds. The proceeds of any casualty insurance in respect of any casualty loss of any of the Collateral shall, subject to the rights, if any, of other parties with an interest having priority in the property covered thereby, (i) so long as no Default or Event of



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Default has occurred and is continuing and to the extent that the amount of such proceeds is less than Fifty Thousand and No/100 Dollars ($50,000.00), be disbursed to the Debtor for direct application by the Debtor solely to the repair or replacement of the Debtor's property so damaged or destroyed and (ii) in all other circumstances, be held by the Secured Party as cash collateral for the Obligations. The Secured Party may, at its sole option, disburse from time to time all or any part of such proceeds so held as cash collateral, upon such terms and conditions as the Secured Party may reasonably prescribe, for direct application by the Debtor solely to the repair or replacement of the Debtor's property so damaged or destroyed, or the Secured Party may apply all or any part of such proceeds to the Obligations.

8.3. Continuation of Insurance. All policies of insurance shall provide for at least thirty (30) days prior written cancellation notice to the Secured Party. In the event of failure by the Debtor to provide and maintain insurance as herein provided, the Secured Party may, at its option, provide such insurance and charge the amount thereof to the Debtor. The Debtor shall furnish the Secured Party with certificates of insurance and policies evidencing compliance with the foregoing insurance provision.

9. Events of Default Each of the following shall be deemed an event of default by Debtor (each, an "Event of Default"):

(a) If any representation or warranty of Debtor set forth herein is false in any material respect, or if Debtor renders any false statement or account;

(b) the occurrence of an Event of Default under the Credit Agreement;

(c) If any principal, interest or other monetary sum due under the Note, or any other Loan Document is not paid within five (5) days after the date when due;

(d) If Debtor fails to observe or perform any of the other covenants, conditions, or obligations of this Agreement; provided, however, if any such failure does not involve the payment of any monetary sum, is not willful or intentional, does not place any rights or property of Secured Party in immediate jeopardy, and is within the reasonable power of Debtor to promptly cure after receipt of notice thereof, all as determined by Secured Party in its reasonable discretion, then such failure shall not constitute an Event of Default hereunder, unless otherwise expressly provided herein, unless and until Secured Party shall have given Debtor notice thereof and a period of twenty (20) days shall have elapsed, during which period Debtor may correct or cure such failure, upon failure of which an Event of Default shall be deemed to have occurred hereunder without further notice or demand of any kind being required. If such failure cannot reasonably be cured within such twenty (20) day period, as determined by Secured Party in its reasonable discretion, and Debtor is diligently pursuing a cure of such failure, then Debtor shall have a reasonable period to cure such failure beyond such twenty (20) day period, which shall not exceed forty (40) days after receiving notice of the failure from Secured Party. If Debtor shall fail to correct or cure such failure within such forty (40) day period, an Event of Default shall be deemed to have occurred hereunder without further notice or demand of any kind being required;



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(e) If Debtor becomes insolvent within the meaning of the United States Bankruptcy Code, (the "Bankruptcy Code") files or notifies Secured Party that it intends to file a petition under the Bankruptcy Code, initiates a proceeding under any similar law or statute relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts (collectively, an "Insolvency Action"), becomes the subject of either a petition under the Bankruptcy Code or an Insolvency Action, or is not generally paying its debts as the same become due; or

(f) If there is an "Event of Default" or a breach or default, after the passage of all applicable notice and cure or grace periods, under any other Loan Document, or any of the other agreements between Debtor and Secured Party.

10. Remedies for Default. Upon the occurrence of an Event of Default, Secured Party shall have all rights and remedies of a secured party in, to and against the Collateral granted by the Uniform Commercial Code in the State of Arizona (the "Uniform Commercial Code") and otherwise available at law or in equity, including, without limitation:

(a) the right to declare any or all payments due under the Note, the other Loan Documents, and all other documents evidencing the Obligations immediately due and payable and the right to recover all fees and expenses (including reasonable attorney fees) in connection with the collection or enforcement thereof, which fees and expenses shall constitute additional Obligations of Debtor hereunder;

(b) the right to act as, and Debtor hereby constitutes and appoints Secured Party, Debtor's true, lawful and irrevocable attorney-in-fact (which appointment shall be deemed coupled with an interest) to demand, receive and enforce payments and to give receipts, releases, satisfaction for and to sue for moneys payable to Debtor under or with respect to any of the Collateral under this Agreement, and actions taken pursuant to this appointment may be taken either in the name of Debtor or in the name of Secured Party with the same force and effect as if this appointment had not been made;

(c) the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose, with or without judicial process and notice to the Debtor, enter (if this can be done without breach of the peace) upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code);

(d) the right to hold, maintain, preserve and prepare the Collateral for sale, until disposed of;

(e) the right to render the Collateral unusable and dispose of the Collateral;

(f) the right to require the Debtor to assemble and package the Collateral and make it available to Secured Party for its possession at a place to be designated by Secured Party which is reasonably convenient to the Secured Party;



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(g) the right to sell, lease, hold or otherwise dispose of all or any part of the Collateral; and

(h) the right to sue for specific performance of any obligation under the Loan Documents or to recover damages for breach thereof.

The remedies of Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Uniform Commercial Code or other applicable law shall not be construed as a waiver of any of the other remedies of Secured Party so long as any part of the Obligation secured hereby remains unsatisfied. Secured Party shall be entitled to receive on demand, as an additional Obligation hereunder, interest accruing at the Default Rate (as defined in the Note) on all amounts not paid when due under the Note or this Agreement until the date of actual payment. Secured Party shall have no duty to mitigate any loss to the Debtor occasioned by enforcement of any remedy hereunder and shall have no duty of any kind to any subordinated creditor of Debtor.

11. Application of Proceeds. Should Secured Party exercise the rights and remedies specified herein, any proceeds received thereby shall be first applied to pay the costs and expenses, including reasonable attorneys' fees, incurred by Secured Party as a result of the Event of Default. The remainder of any proceeds, net of Secured Party's costs and expenses, shall be applied to the satisfaction of the Obligations in the manner determined by Secured Party in its sole discretion and any excess paid over to Debtor.

12. Authorization to File Financing Statements. The Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of the Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) provide any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State, or such other jurisdiction, for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Debtor is an organization, the type of organization and any organizational identification number issued to the Debtor and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Debtor agrees to furnish any such information to the Secured Party promptly upon the Secured Party's request. The Debtor also ratifies its authorization for the Secured Party to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

13. Governing Law. It is the intent of the parties hereto that all provisions of this Agreement shall be governed by and construed under the laws of the State of Arizona, without giving effect to its principles of conflicts of law. Debtor acknowledges that this Agreement was substantially negotiated in the State of Arizona, the Agreement was executed and delivered in the State of Arizona, all payments under the Note will be delivered in the State of Arizona and there are substantial contacts between the parties and the transactions contemplated herein and the



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State of Arizona. For purposes of any action or proceeding arising out of this Agreement, the parties hereto hereby expressly submit to the jurisdiction of all federal and state courts located in the State of Arizona. Nothing in this Section shall limit or restrict the right of Secured Party to commence any proceeding in the federal or state courts located in the state in which the Collateral is located to the extent Secured Party deems such proceeding necessary or advisable to exercise remedies available under this Agreement or the other Loan Documents.

14. Assignment. Secured Party may assign in whole or in part its rights under this Agreement. Upon any unconditional assignment of Secured Party's entire right and interest hereunder, Secured Party shall automatically be relieved, from and after the date of such assignment, of liability for the performance of any obligation of Secured Party contained herein.

15. Possession. Until an Event of Default shall occur, Debtor may retain possession of the Collateral and may use it in any lawful manner not inconsistent with this Agreement, with the provisions of any policies of insurance thereon or the other Loan Documents.

16. Waiver. No Event of Default hereunder by Debtor shall be deemed to have been waived by Secured Party except by a writing to that effect signed by Secured Party and no waiver of any Event of Default shall operate as a waiver of any other Event of Default on a future occasion. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement signed by Debtor and Secured Party.

17. Severability. In case any one or more of the provisions contained herein or in the Note shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such provision had never been contained herein or therein.

18. Notices. All notices, demands, designations, certificates, requests, offers, consents, approvals, appointments and other instruments given pursuant to this Agreement (collectively called "Notices") shall be in writing and given by (a) hand delivery, (b) express overnight delivery service or (c) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon (i) receipt, if hand delivered, (ii) the next Business Day, if delivered by express overnight delivery service, or (iii) the third Business Day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested. As used herein "Business Day" shall mean any day national banking associations in the State of Arizona are open for business other than Saturday or Sunday. Notices shall be provided to the parties and addresses specified below:

If to Debtor: TMP International, Inc.
40 West Baseline Road, Suite E-105
Tempe, Arizona 85283
Attn: Stephen R. Peterson

If to Secured Party: Bank One, Michigan
c/o Bank One Arizona, NA
201 North Central Avenue, 3rd Floor, (AZ1-1283)



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Phoenix, Arizona 85001
Attn: Dianne M. Katscher

or to such other address or such other person as either party may from time to time hereafter specify to the other party in a notice delivered in the manner provided above. Whenever in this Agreement the giving of Notice is required, the giving thereof may be waived in writing at any time by the person or persons entitled to receive such Notice.

19. Counterparts. This Agreement may be executed in any number of counterparts and each thereof shall be deemed to be an original, and all such counterparts shall constitute but one and the same instrument.

20. Headings. The headings appearing in this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions of this Agreement.

21. Characterization; Interpretation. It is the intent of the parties hereto that the business relationship created by the Note, this Agreement and the other Loan Documents is solely that of creditor and debtor and has been entered into by both parties in reliance upon the economic and legal bargains contained in the Loan Documents. None of the agreements contained in the Loan Documents is intended, nor shall the same be deemed or construed, to create a partnership between Secured Party and Debtor, to make them joint venturers, to make Debtor an agent, legal representative, partner, subsidiary or employee of Secured Party, nor to make Secured Party in any way responsible for the debts, obligations or losses of Debtor.

22. Separate Counsel. Secured Party and Debtor acknowledge and warrant to each other that each has been represented by independent counsel and has executed this Agreement after being fully advised by said counsel as to its effect and significance. This Agreement shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument, the relative bargaining powers of the parties or the domicile of any party.

23. Time of the Essence. Time is of the essence in the performance of each and every obligation under this Agreement.

24. Standards for Exercising Rights and Remedies. To the extent that applicable law imposes duties on the Secured Party to exercise remedies in a commercially reasonable manner, the Debtor acknowledges and agrees that it is not commercially unreasonable for the Secured Party (a) to fail to incur expenses reasonably deemed significant by the Secured Party to prepare Collateral for disposition or otherwise to fail to complete raw material or work in process into finished goods or other finished products for disposition, (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to exercise collection remedies against account debtors or other persons obligated on Collateral or to fail to remove liens or encumbrances on or any adverse claims against Collateral, (d) to exercise collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other



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collection specialists, (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other persons, whether or not in the same business as the Debtor, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (h) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, (k) to purchase insurance or credit enhancements to insure the Secured Party against risks of loss, collection or disposition of Collateral or to provide to the Secured Party a guaranteed return from the collection or disposition of Collateral, or (1) to the extent deemed appropriate by the Secured Party, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Secured Party in the collection or disposition of any of the Collateral. The Debtor acknowledges that the purpose of this paragraph 24 is to provide non-exhaustive indications of what actions or omissions by the Secured Party would fulfill the Secured Party's duties under the Uniform Commercial Code or other law of the State or any other relevant jurisdiction in the Secured Party's exercise of remedies against the Collateral and that other actions or omissions by the Secured Party shall not be deemed to fail to fulfill such duties solely on account of not being indicated in this paragraph 24. Without limitation upon the foregoing, nothing contained in this paragraph 24 shall be construed to grant any rights to the Debtor or to impose any duties on the Secured Party that would not have been granted or imposed by this Agreement or by applicable law in the absence of this paragraph 24.

25. Waiver of Consequential, Special and Indirect Damages. Furthermore, Debtor and Secured Party hereby knowingly, voluntarily and intentionally waive the right either may have to seek punitive, consequential, special and indirect damages from the other and any of the other's affiliates, officers, directors or employees or any of their successors with respect to any and all issues presented in any action, proceeding, claim or counterclaim brought by it against the other or any of the other's affiliates, officers, directors or employees or any of their successors with respect to any matter arising out of or in connection with this agreement or any documents contemplated herein or related hereto. The waiver by Debtor of any right it may have to seek punitive, consequential, special and indirect damages has been negotiated by Debtor and Secured Party and is an essential aspect of their bargain.

26. Marshaling. The Secured Party shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, the Debtor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of the Secured Party's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the



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Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Debtor hereby irrevocably waives the benefits of all such laws.

27. Waiver of Jury Trial. SECURED PARTY AND DEBTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR ITS SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE RELATIONSHIP OF SECURED PARTY AND DEBTOR, DEBTOR'S USE OF THE COLLATERAL, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. THIS WAIVER BY THE PARTIES HERETO OF ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN.

(signature page follows)



TRADEMARK
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IN WITNESS WHEREOF, Debtor has executed this Agreement effective as of the day and year first above written.

DEBTOR:

TMP INTERNATIONAL, INC.,
a Michigan corporation

By: TODD MFORLANE
Name TODD MFORLANE
Title: CEO.



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TRADEMARK
REEL: 002436 FRAME: 0122

STATE OF Arizona )
) SS.
COUNTY OF Maricopa )

The foregoing instrument was acknowledged before me on January 17, 2002, by Todd McFarlane CEO of TMP INTERNATIONAL, INC., a Michigan corporation on behalf of said corporation.

OFFICIAL SEAL
TINA A. MCDENNIS
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires July 15, 2004

Notary Public

My Commission Expires:

07/15/2004



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EXHIBIT A

Description of Premises

(Information to be provided by Debtor in the Perfection Certificate on or before January 31, 2002)

EXHIBIT B
TMP INTERNATIONAL, INC.
TRADEMARKS

| No. | Mark | Serial No./Reg. No. | Class | Goods |
|---|---|---|---|---|
| 1. | HOOF | 2081688 | 28 | Toys, Action Figures |
| 2. | THORAX | 2081686 | 28 | Toys, Action Figures |
| 3. | AL SIMMONS | 2123212 | 28 | Toys, Action Figures |
| 4. | GORE | 2135412 | 28 | Toys, Action Figures |
| 5. | DRAGON BLADE | 2125194 | 28 | Toys, Action Figures |
| 6. | NINJA SPAWN | 2089192 | 28 | Toys, Action Figures |
| 7. | VERTEBREAKER | 2035709 | 28 | Toys, Action Figures |
| 8. | MCFARLANE TOYS | 2038873 | 28 | Toys, Action Figures |
| 9. | REDEEMER | 2035708 | 28 | Toys, Action Figures |
| 10. | THE CURSE | 2035707 | 28 | Toys, Action Figures |
| 11. | TOTAL CHAOS | 2090010 | 28 | Toys, Action Figures |
| 12. | SHE-SPAWN | 2148128 | 28 | Toys, Action Figures |
| 13. | CY-GOR | 2058368 | 28 | Toys, Action Figures |
| 14. | ANGELA | 2076082 | 28 | Toys, Action Figures |
| 15. | COMMANDO SPAWN | 2041122 | 28 | Toys, Action Figures |
| 16. | MALEBOLGIA | 2081963 | 28 | Toys, Action Figures |
| 17. | TMP TOYS | 1918145 | 28 | Toys, Action Figures |
| 18. | ULTRA-ACTION FIGURE | 2155109 | 28 | Toys, Action Figures |
| 19. | THRESHER | 75/166,113 (abandoned) | 28 | Toys, Action Figures |
| 20. | NINJA SPAWN | 75/124,986 (abandoned) | 16 | Publications, Comic Books, |
| 21. | MANGA SPAWN | 75/117,297 (abandoned) | 28 | Toys, Action Figures |
| 22. | MANGA SPAWN | 75/117,288 (abandoned) | 16 | Publications, Comic Books |
| 23. | WIDOW MAKER | 75/117,287 (abandoned) | 28 | Toys, Action Figures |
| 24. | AMAZON TIFFANY | 75/117,286 (abandoned) | 28 | Toys, Action Figures |
| 25. | VANDALIZER | 75/087,488 (abandoned) | 28 | Toys, Action Figures |
| 26. | VANDALIZER | 75/087,447 (abandoned) | 16 | Publications, Comic Books |
| 27. | SHE-SPAWN | 75/043,979 (abandoned) | 16 | Publications, Comic Books |
| 28. | CY-GOR | 75/017,966 (abandoned) | 16 | Publications, Comic Books |

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| No. | Mark | Serial No./Reg. No. | Class | Goods |
|---|---|---|---|---|
| 29. | TODD TOYS | 74/579,833 (abandoned) | 28 | Toys, Action Figures |
| 30. | ALIEN SPAWN | | 28 | Toys, Action Figures |
| 31. | BATTLECLAD SPAWN | | 28 | Toys, Action Figures |
| 32. | CLOWN | | 28 | Toys, Action Figures |
| 33. | CLOWN II | | 28 | Toys, Action Figures |
| 34. | COSMIC ANGELA | | 28 | Toys, Action Figures |
| 35. | CRUTCH | | 28 | Toys, Action Figures |
| 36. | EXO-SKELETON SPAWN | | 28 | Toys, Action Figures |
| 37. | FREAK | | 28 | Toys, Action Figures |
| 38. | FUTURE SPAWN | | 28 | Toys, Action Figures |
| 39. | MEDIEVAL SPAWN | | 28 | Toys, Action Figures |
| 40. | NO-BODY | | 28 | Toys, Action Figures |
| 41. | NUCLEAR SPAWN | | 28 | Toys, Action Figures |
| 42. | NUTNIK | | 28 | Toys, Action Figures |
| 43. | OVERTKILL | | 28 | Toys, Action Figures |
| 44. | OVERTKILL II | | 28 | Toys, Action Figures |
| 45. | PILOT SPAWN | | 28 | Toys, Action Figures |
| 46. | SAM | | 28 | Toys, Action Figures |
| 47. | SANSKER | | 28 | Toys, Action Figures |
| 48. | SCOURGE | | 28 | Toys, Action Figures |
| 49. | SPAWN | | 28 | Toys, Action Figures |
| 50. | SPAWN II | | 28 | Toys, Action Figures |
| 51. | THE MANGLER | | 28 | Toys, Action Figures |
| 52. | TIFFANY | | 28 | Toys, Action Figures |
| 53. | TREMOR | | 28 | Toys, Action Figures |
| 54. | TREMOR II | | 28 | Toys, Action Figures |
| 55. | TWITCH | | 28 | Toys, Action Figures |
| 56. | VIKING SPAWN | | 28 | Toys, Action Figures |
| 57. | VIOLATOR | | 28 | Toys, Action Figures |
| 58. | VIOLATOR II | | 28 | Toys, Action Figures |
| 59. | ZOMBIE SPAWN | | 28 | Toys, Action Figures |
| 60. | AIR CYCLE | | 28 | Toys, Action Figures |
| 61. | BATTLE HORSE | | 28 | Toys, Action Figures |
| 62. | VIOLATOR CHOPPER | | 28 | Toys, Action Figures |
| 63. | SPAWN ALLEY | | 28 | Toys, Action Figures |
| 64. | SPAWNMOBILE | | 28 | Toys, Action Figures |
| 65. | VIOLATOR MONSTER RIG | | 28 | Toys, Action Figures |
| 66. | JASON WYNN | | 28 | Toys, Action Figures |
| 67. | JESSICA PRIEST | | 28 | Toys, Action Figures |
| 68. | MANGA NINJA SPAWN | | 28 | Toys, Action Figures |
| 69. | THE GODDESS | | 28 | Toys, Action Figures |
| 70. | MANGA VIOLATOR | | 28 | Toys, Action Figures |

| No. | Mark | Serial No./Reg. No. | Class | Goods |
|---|---|---|---|---|
| 71. | SPIKED SPAWN | | 28 | Toys, Action Figures |
| 72. | MANGA CLOWN | | 28 | Toys, Action Figures |
| 73. | MANGA CURSE | | 28 | Toys, Action Figures |
| 74. | SPAWN III | | 28 | Toys, Action Figures |
| 75. | ATTACK SPAWN | | 28 | Toys, Action Figures |
| 76. | MUTANT SPAWN | | 28 | Toys, Action Figures |

EXHIBIT C
TMP INTERNATIONAL, INC.
COPYRIGHTS

| No. | Title | Registration Date | Registration Number |
|---|---|---|---|
| 1. | SPAWN COLLECTION: NO. 1. | March 21, 1996 | PAu 2-085-213 |
| 2. | CLOWN | December 7, 1994 | VA-697-724 |
| 3. | ANGELA | May 4, 1995 | VA-728-543 |
| 4. | SPAWN ALLEY | May 4, 1995 | VA-728-566 |
| 5. | SPAWNMOBILE | May 4, 1995 | VA-728-567 |
| 6. | VIOLATOR MONSTER RIG | May 4, 1995 | VA-728-568 |
| 7. | MALEBOLGIA | May 4, 1995 | VA-728-569 |
| 8. | COMMANDO SPAWN | May 4, 1995 | VA-728-571 |
| 9. | SPAWN II | March 29, 1996 | VA-766-343 |
| 10. | CURSE | March 29, 1996 | VA-766-344 |
| 11. | REDEEMER | March 29, 1996 | VA-766-345 |
| 12. | FUTURE SPAWN | March 29, 1996 | VA-766-346 |
| 13. | NINJA SPAWN | March 29, 1996 | VA-766-347 |
| 14. | BATTLE HORSE | April 29, 1996 | VA-782-531 |
| 15. | COSMIC ANGELA | April 29, 1996 | VA-782-532 |
| 16. | VIOLATOR II | April 29, 1996 | VA-782-533 |
| 17. | VIOLATOR CHOPPER | March 29, 1996 | VA-782-534 |
| 18. | VERTEBREAKER | March 29, 1996 | VA-782-535 |
| 19. | AIR CYCLE | March 29, 1996 | VA-782-536 |
| 20. | TREMOR | December 7, 1994 | VA-789-595 |
| 21. | SPAWN | December 7, 1994 | VA-789-596 |
| 22. | MEDIEVAL SPAWN | December 7, 1994 | VA-789-597 |
| 23. | OVERTKILL | December 7, 1994 | VA-789-598 |
| 24. | VIOLATOR | December 7, 1994 | VA-789-599 |
| 25. | EXO-SKELETON SPAWN | August 15, 1996 | VA-808-802 |
| 26. | TIFFANY, THE AMAZON | December 2, 1996 | VA-824-460 |
| 27. | CLOWN II | December 2, 1996 | VA-824-467 |
| 28. | SHE-SPAWN | December 2, 1996 | VA-829-280 |
| 29. | VIOLATOR | April 28, 1998 | VA-879-566 |
| 30. | SPAWN | April 28, 1998 | VA-879-567 |
| 31. | NUCLEAR SPAWN | April 28, 1998 | VA-879-568 |
| 32. | THE MANGLER | April 28, 1998 | VA-879-569 |
| 33. | NO-BODY | April 28, 1998 | VA-879-570 |
| 34. | GORE | April 28,1998 | VA-879-571 |
| 35. | CLOWN | April 28, 1998 | VA-879-572 |
| 36. | JASON WYNN | April 28, 1998 | VA-879-573 |
| 37. | AL SIMMONS | April 28, 1998 | VA-879-574 |
| 38. | JESSICA PRIEST | April 3, 1998 | VA-908-479 |
| 39. | VIKING SPAWN | April 3, 1998 | VA-908-480 |
| 40. | ZOMBIE SPAWN | April 3, 1998 | VA-908-481 |

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| No. | Title | Registration Date | Registration Number |
|---|---|---|---|
| 41. | TREMOR II | April 3, 1998 | VA-911-939 |
| 42. | MANGA NINJA SPAWN | April 3, 1998 | VA-911-940 |
| 43. | MANGA SPAWN | April 3, 1998 | VA-911-941 |
| 44. | THE GODDESS | April 3, 1998 | VA-911-942 |
| 45. | MANGA VIOLATOR | April 13, 1998 | VA-914-706 |
| 46. | THORAX | April 13, 1998 | VA-915-058 |
| 47. | CRUTCH | April 3, 1998 | VA-915-439 |
| 48. | TWITCH | April 8, 1998 | VA-915-789 |
| 49. | CY-GOR | April 8, 1998 | VA-915-819 |
| 50. | WIDOW MAKER | April 8, 1998 | VA-915-832 |
| 51. | SPIKED SPAWN | April 8, 1998 | VA-915-833 |
| 52. | MALEBOLGIA | April 28, 1998 | VA-916-761 |
| 53. | MANGA CLOWN | April 13, 1998 | VA-922-040 |
| 54. | MANGA CURSE | April 13, 1998 | VA-922-055 |
| 55. | SAM | April 13, 1998 | VA-922-056 |
| 56. | DRAGON BLADE | April 13, 1998 | VA-922-057 |
| 57. | HOOF | April 13, 1998 | VA-922-058 |
| 58. | VANDALIZER | April 13, 1998 | VA-922-059 |
| 59. | SCOURGE | April 13, 1998 | VA-922-060 |
| 60. | THRESHER | April 13, 1998 | VA-922-061 |
| 61. | PILOT SPAWN | April 13, 1998 | VA-922-062 |
| 62. | SPAWN III | January 6, 1999 | VA-954-134 |
| 63. | OVERTKILL: NO. 2 | January 11, 1999 | VA-955-903 |
| 64. | ATTACK SPAWN | January 11, 1999 | VA-955-904 |
| 65. | THE FREAK | January 11, 1999 | VA-955-905 |
| 66. | BATTLECLAD SPAWN | January 8, 1999 | VA-955-906 |
| 67. | ALIEN SPAWN | January 8, 1999 | VA-955-907 |
| 68. | MUTANT SPAWN | January 8, 1999 | VA-955-908 |
| 69. | SANSKER | January 11, 1999 | VA-955-909 |
| 70. | AL SIMMONS (MOVIE) | | |
| 71. | ATTACK SPAWN (MOVIE) | | |
| 72. | BURNT SPAWN (MOVIE) | | |
| 73. | CLOWN (MOVIE) | | |
| 74. | CURSE OF THE SPAWN | | |
| 75. | DRACULA | | |
| 76. | FRANKENSTEIN | | |
| 77. | GATE KEEPER | | |
| 78. | HUNCHBACK | | |
| 79. | JASON WYNN (MOVIE) | | |
| 80. | MALEBOLGIA (MOVIE) | | |
| 81. | NUTNIK | | |
| 82. | RENEGADE | | |
| 83. | ROTARR | | |
| 84. | SABRE | | |

| No. | Title | Registration Date | Registration Number |
|---|---|---|---|
| 85. | SPAWN (MOVIE) | | |
| 86. | VIOLATOR (MOVIE) | | |
| 87. | WEREWOLF | | |

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