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05-24-2002

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102102295

Attached original documents or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party(ies):

Minnetonka Brands, Inc.

5.24.02

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

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

3. Nature of conveyance:

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

May 10, 2002

Execution Date:

2. Name and address of receiving party(ies)

Name: First Source Financial LLP, as Administrative Agent

Internal Address: _____

Street Address : 2850 West Golf Road, Fifth Floor

City: Rolling Meadows State: IL Zip: 60008

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation State _____
- Other Illinois registered limited liability partnership

If assignee is not domiciled in the United States, a 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 trademark

A. Trademark Application No.(s)
76-202,907 76-202,940 76-219,080

B. Trademark Registration
- SEE THE ATTACHED -

Additional numbers attached? YES

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

Name: _____

RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

City: _____ Stat _____ ZIF _____

05/26/2002 6TON11 00000061 76202907

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 500.00 OP

6. Total number of applications and registrations

21

7. Total fee (37 CFR 3.41) \$ 540⁰⁰

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Rebecca L. Foley
Name of Person

Rebecca L. Foley
Signature

05/21/02

Date

9

Total number of pages including cover sheet, attachments, and

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

TRADEMARKS AND TRADEMARK LICENSES

Item A. Trademarks

Registered Trademarks

Country¹	Trademark	Registration No.	Registration Date
United States	FOAMY FRIENDS	2236212	3/30/99
United States	VILLAGE	2260851 1085243	7/13/99 2/14/78
United States	VILLAGE NATURAL & Design	1264635	1/24/84
United States	Gulf Breezes	1937322	11/21/95
United States	Alpine Meadow	2155917	5/12/98
United States	Splash Berry Banana	1966759	4/9/96
United States	Sprayable Sun Protection and Design	2095715	8/22/95
United States	Skedaddle	1735599	11/24/92
United States	UVA, B, C (Exclamation]	2067830	6/3/97
United States	Alpen Meadow	2322935	2/29/00
United States	Raspberry Rage	2202004	11/3/98
United States	Moonlight Dream	2182897	8/18/98
United States	Crazy Colors	2198534	10/20/98
United States	Private Moments	2095715	9/9/97
United States	Village Naturals	1864137	11/22/94
United States	Splish the Fish	2280120	9/21/99
United States	Wattles the Duck	2280121	9/21/99
Argentina	Jellybeans	1661180	3/19/98
Argentina	Village	1189161	1/7/86
Australia	Jellybeans	722898	10/3/97
Australia	Rubbit the Frog	773788	2/12/99

¹ List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

Australia	Village	762916 336079	7/9/99 8/2/79
Australia	Dirt Movers	752308	8/10/98
Australia	Foamy Friends	758045	10/23/98
Australia	Sprayable Sun Protection & Design	700080	4/22/97
Australia	Cheeks	736990	12/30/97
Australia	Little Point	736992	12/30/97
Australia	Splish the Fish	773787	2/12/99
Australia	Wattles the Duck	773786	2/12/99
Brazil	Village	6568670	6/10/77
Canada	Kauai Garden	502114	10/9/98
Canada	Gulf Breezes	505616	12/16/98
Canada	Alpine Meadow	505614	12/16/98
Canada	PM & Design	503730	11/5/98
Canada	Raspberry Rage	503843	11/9/98
Canada	Dirty Kids	236858	10/26/79
Canada	Moonlight Dream	496396	6/18/98
Canada	Private Moments by Village	512316	5/27/99
Canada	Village	546444 195403 271977	6/11/01 11/9/73 8/20/82
Canada	Village Natural	468556	1/13/97
Canada	Dirt Movers	505991	12/30/98
Canada	Foamy Friends	524250	3/3/00
Canada	Village		
Canada	Village Bath Products & Design	277708 278538	3/18/83 4/8/83
Canada	Village Bath	277707	3/18/83
Canada	Village & Design	192028	6/22/73
Canada	Private Moments	506646	1/18/99
Canada	Village Bath Products	278538	4/8/83
European Community	Jellybeans	20081	1/5/98
European Community	Foamy Friends	1219542	6/8/00
Great Britain	Sprayable Sun Protection and Design	2050805	11/1/96
Great Britain	Littlepoint	2136191	6/18/97
Great Britain	Rubbit the Frog	2178054	4/23/99
Great Britain	Splish the Fish	2178052	4/23/99
Great Britain	Wattles the Duck	2178051	4/23/99
Japan	Jellybeans	4160992	6/26/98
Mexico	Dirt Movers	579635	6/29/98
New Zealand	Village	137417	6/8/81

Panama	Village	21395	5/13/77
		21431	5/26/77
Puerto Rico	Village	21102	6/14/78
South Korea	Dirt Movers	438876	1/22/99

Pending Trademark Applications

Country	Trademark	Serial No.	Filing Date
United States	Mozey	76-202,907	1/31/01
United States	Hopper	76-202,940	1/31/01
United States	Foamy Friends & Design	76-219,080	3/2/01

Trademark Applications in Preparation

None.

Item B. Trademark Licenses

Country or Territory	Trademark	Licensor	Licensee	Effective Date	Expiration Date
	Sesame Street Characters	Children's Television Workshop	Minnetonka Brands, Inc.	8/31/93	8/31/06
	Sesame Street Muppet Characters (excluding "Kermit the Frog")	Children's Television Workshop	Minnetonka Brands, Inc.	8/31/93	8/31/06

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 10, 2002 (this "**Agreement**"), is by and between **MINNETONKA BRANDS, INC.**, a Minnesota corporation ("**Borrower**"), and **FIRST SOURCE FINANCIAL LLP**, an Illinois registered limited liability partnership (in its individual capacity, "**FSFP**"), in its capacity as administrative agent ("**Administrative Agent**") for certain financial institutions ("**Lenders**").

W I T N E S S E T H:

WHEREAS, Borrower, Administrative Agent and the Lenders have entered into that certain Second Amended and Restated Secured Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Secured Credit Agreement**"), which, without constituting a novation, amends and restates that certain Amended and Restated Secured Credit Agreement dated as of September 23, 1998 between Borrower, Dominion First Source, Inc., a Delaware corporation and First Source Loan Obligations Insured Trust, a Delaware business trust (as assignee of FSFP pursuant to that certain Assignment and Acceptance dated as of August 15, 2001) (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Original Secured Credit Agreement**") pursuant to which Lenders have agreed to make certain Loans (as defined in the Secured Credit Agreement) to Borrower; and

WHEREAS, in connection with the Secured Credit Agreement, Borrower has executed and delivered to Administrative Agent and the Lenders that certain Amended and Restated Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Security Agreement**") which, without constituting a novation, amends and restates that certain Security Agreement Dated as of December 29, 1997 (the "**Original Security Agreement**"); and

WHEREAS, as a condition precedent to the making of the Loans under the Secured Credit Agreement, Borrower is required to execute and deliver this Agreement and to grant to Administrative Agent, for its benefit and the benefit of the Lenders, a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other extensions of credit pursuant to the Secured Credit Agreement, Borrower agrees, for the benefit of Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided, or provided by reference, in the Security Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt and complete payment, performance and observance of all of the Liabilities, Borrower does hereby mortgage, pledge and grant to Administrative Agent and the Lenders a continuing security interest in, all of the following property (the "**Trademark Collateral**"), whether now or hereafter owned, existing or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "**Trademark**"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Borrower for the purpose of registering the security interest of Administrative Agent and the Lenders in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Administrative Agent and the Lenders under the Security Agreement. The Security Agreement

(and all rights and remedies of Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Liabilities and the termination of all Commitments, Administrative Agent shall, at Borrower's expense, execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent and the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Related Document, etc. This Agreement is a Related Document executed pursuant to the Secured Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Secured Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[remainder of this page intentionally left blank;
signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MINNETONKA BRANDS, INC., a Minnesota corporation

By: 
Name: Ron Williams
Its: President & CEO

Address:

134 Columbia Court
Chaska, Minnesota 55318
Attention: President
Telecopy: 952-949-6415
Telephone: 952-949-6418

FIRST SOURCE FINANCIAL LLP, an Illinois registered limited liability partnership, as Administrative Agent

By: First Source Financial, Inc., a Delaware corporation, its Agent/Manager

By: _____
Name: _____
Its: _____

Address:

2850 West Golf Road
5th Floor
Rolling Meadows, IL 60008
Attn: Edward S. Szarkowicz
Telecopy: (847) 734-7910
Telephone: (847) 734-2000

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MINNETONKA BRANDS, INC., a Minnesota corporation

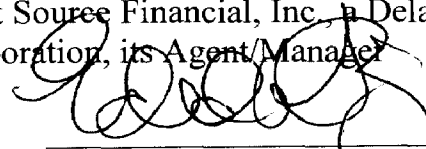
By: _____
Name: _____
Its: _____

Address:

134 Columbia Court
Chaska, Minnesota 55318
Attention: President
Telecopy: _____
Telephone: _____

FIRST SOURCE FINANCIAL LLP, an Illinois registered limited liability partnership, as Administrative Agent

By: First Source Financial, Inc., a Delaware corporation, its Agent/Manager

By: 
Name: EDWARD A. SZARKOWICZ
Its: SENIOR VICE PRESIDENT & GENERAL COUNSEL

Address:
2850 West Golf Road
5th Floor
Rolling Meadows, IL 60008
Attn: Edward S. Szarkowicz
Telecopy: (847) 734-7910
Telephone: (847) 734-2000