

06-21-2002



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Form PTO-150 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

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

1. Name of conveying party(ies): 6-17-02 Troll Communications L.L.C. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Limited Liability Company Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: PNC Bank, National Association Internal Address: Street Address: 70 East 55th Street, 25th Fl. City: New York State: NY Zip: 10022 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] 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

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: 4/17/02

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

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Inna Fayenson, Esq. Internal Address: Street Address: 1114 Avenue of the Americas City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 79 7. Total fee (37 CFR 3.41) \$ 1990.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Robert H. Atkins June 14, 2002 Name of Person Signing Signature Date

06/20/2002 DBYRNE 0000036 75004230

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Total number of pages including cover sheet, attachments, and document: 27

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

TROLL COMMUNICATIONS L.L.C.
U.S. TRADEMARK REGISTRATIONS

<u>OUR FILE NO.</u>	<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE OF ISSUE</u>
1034-3-001	TROLL READ & STAMP	1,971,008	4/30/96
1034-3-003	TROLL NATURE WATCH	2,030,601	1/14/97
1034-3-006	TROLL MEDALLION	1,953,265	1/30/96
1034-3-009	TROLL	1,080,832	1/3/78 - 1/3/98
1034-3-011	TROLL BOOK CLUBS	1,127,829	12/18/79
1034-3-012	TROLL ASSOCIATES	1,080,833	1/3/78 - 1/3/98
1034-3-015	A WATERMILL CLASSIC	1,609,059	8/7/90
1034-3-016	WATERMILL PRESS	1,609,060	8/7/90
1034-3-020	TROLL LISTENING LAB	1,213,079	10/19/82
1034-3-021	FIRST START	1,214,450	10/26/82
1034-3-022	PICTURE BOOK PARTY	1,803,505	11/9/93
1034-3-023	ALWAYS FRIENDS TROLL CREATIVE	1,900,594	6/20/95
1034-3-024	TEACHER IDEAS TROLL EARLY	1,898,102	6/6/95
1034-3-025	LEARNING ACTIVITIES	1,898,101	6/6/95
1034-3-026	GREAT BEGINNINGS	1,906,215	7/18/95

TRADEMARK

REEL: 002527 FRAME: 0302

1034-3-026C	GREAT BEGINNINGS	1,992,760	3/23/95
1034-3-027	TROLL LEARN & PLAY	1,874,328	1/17/95
1034-3-028	BRIDGEWATER BOOKS	1,891,710	4/25/95
1034-3-029	BOOK BUZZ	1,965,221	4/2/96
1034-3-030	CURIOUS KIDS	1,952,765	1/30/96
1034-3-032	WHISTLESTOP	1,944,241	12/26/95
1034-3-034	RAINBOW BRIDGE	1,944,240	12/26/95
1034-3-039	MIDNIGHT FRIGHT	2,034,251	1/28/97
1034-3-039A	MIDNIGHT FRIGHT & DESIGN	2,006,983	10/8/96
1034-3-044	TROLL SUPER FAIRS	2,046,414	3/18/97
1034-3-046	TROLL BOOK FAIRS	2,001,439	9/17/96
1034-3-048	TROLL READING EXPRESS	2,124,370	12/23/97
1034-3-049	CREEPY TIME	2,118,457	12/2/97
1034-3-050	FRIEND-TO-FRIEND	2,184,585	8/25/98
1034-3-051	SHRIEKS!	2,118,456	12/2/97
1034-3-052	GRUMPY BUNNY	2,449,384	5/8/01

TRADEMARK

REEL: 002527 FRAME: 0303

1034-3-053	I CAN READ ABOUT	2,293,847	11/23/99
1034-3-054A	TROLL & DESIGN	2,452,203	5/15/01
1034-3-059	BOOK BLAST!	2,400,429	10/31/00
1034-3-060	BOOK BLAST! & Design	2,402,339	11/7/00
1034-3-061	WEIRD WORLD	2,239,673	4/13/99
1034-3-062	WEIRD WORLD & Design	2,294,664	11/23/99
1034-3-070	GIRL CONNECTION	2,421,845	1/16/01
1034-3-071	GIRL CONNECTION & Des.	2,421,848	1/16/01
1034-3-074	SCIENCE INVESTIGATOR	2,373,755	8/1/00
1034-3-075	TROLL AT HOME	2,328,353	3/14/00

TROLL COMMUNICATIONS L.L.C.
U.S. TRADEMARK APPLICATIONS

<u>OUR FILE NO:</u>	<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
1034-3-011A	TROLL BOOK CLUBS	75/884,230	12/30/99
1034-3-027A	LEARN & PLAY	76/145,869	10/12/00
1034-3-054	TROLL & DESIGN	75/172,210	9/26/96
1034-3-055	PLANET-T	75/200,027	11/19/96
1034-3-064	PLANET TROLL	75/551,258	9/11/98
1034-3-065	GREAT BEGINNINGS & Design	75/524,474	7/23/98
1034-3-065A	GREAT BEGINNINGS & Design	76/170,043	11/22/00
1034-3-066	ALL MY BEST FRIENDS	75/524,164	7/23/98
1034-3-067	FRIENDS & Designs	75/523,726	7/23/98
1034-3-068	ANIMAL FUN	75/501,461	6/23/98
1034-3-069	ANIMAL FUN & Design	75/518,453	7/14/98
1034-3-072	KID QUEST	75/524,170	7/23/98
1034-3-073	KID QUEST & Design	75/523,796	7/23/98
1034-3-076	TROLL AT HOME & Design	75/551,494	9/11/98

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22764-2007

1034-3-076A	TROLL AT HOME & Design	76/170,223	11/22/00
1034-3-077	PLANET TROLL & Design	75/598,513	12/3/98
1034-3-078	SCHOOLZ OUT!	75/598,514	12/3/98
1034-3-079	SCHOOLZ OUT! & Design	75/606,933	12/17/98
1034-3-080	BACKSTAGE PASS	75/643,894	2/18/99
1034-3-081	BACKSTAGE PASS & Design	75/643,884	2/18/99
1034-3-083	BEAR CORNER	75/769,814	8/6/99
1034-3-084	BEAR CORNER & Design	75/769,567	8/6/99
1034-3-085	PERFECTLY PINK!	75/769,571	8/6/99
1034-3-086	PERFECTLY PINK! & Design	75/769,813	8/6/99
1034-3-087	LOOK, LISTEN & LEARN PICTURE DICTIONARY FROM A-Z	75/770,633	8/6/99
1034-3-087	LOOK, LISTEN & LEARN PICTURE DICTIONARY FROM A-Z & Design	75/770,632	8/6/99
1034-3-089	LAUGH ZONE!	75/805,777	9/22/99
1034-3-090	LAUGH ZONE! & Design	75/805,778	9/22/99
1034-3-091	STREET WHEELS	75/835,612	10/29/99

1034-3-092	STREET WHEELS & Design MYSTERY	75/854,074	11/19/99
1034-3-093	ADVENTURES WHODUNIT?	75/835,608	10/29/99
1034-3-094	MYSTERY ADVENTURES WHODUNIT? & Design		Never Filed
1034-3-095	READY REPRODUCIBLES 75/883,993		12/30/99
1034-3-096	FUN ZONE!	75/922,465	2/17/00
1034-3-097	FUN ZONE! & Design		To Be Filed
1034-3-098	ABSOLUTELY ALL ANIMALS		Never filed
1034-3-099	ABSOLUTELY ALL ANIMALS & Design		Never filed
	ALWAYS FRIENDS	76/377,364	3/1/02



TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 17, 2002 is between Troll Communications L.L.C., a Delaware limited liability company (herein referred to as "Grantor") and PNC Bank, National Association, as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, the other Borrowers (as defined in the Credit Agreement), certain lenders (the "Lenders") and Grantee are parties to a Revolving Credit and Security Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

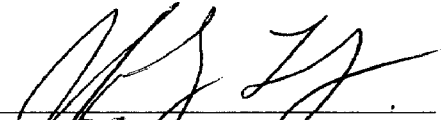
(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

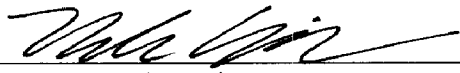
* * *

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the ___th day of April, 2002.

TROLL COMMUNICATIONS L.L.C.

By: 
Name: Jeffrey Ruckin
Title: CFO

Acknowledged:
PNC Bank, National Association,
as Collateral Agent

By: 
Name: MARK KIZKORNA
Title: Vice President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.:

On this 17th day of April, 2002, before me personally came Jeffrey Lucking, to me known, who, being by me duly sworn, did depose and say that he is the CFO of Troll Communications L.L.C., the limited liability company described in and which executed the foregoing instrument by order of the members of said limited liability company, and that he signed his name thereto by like order.

Cynthia Gorgoretti
NOTARY PUBLIC

My commission expires:

CYNTHIA GORGORETTI
Notary Public, State of New York
No. 01GO6043884
Qualified in New York County
My Commission Expires June 26, 2002

Schedule 1 to Trademark Security Agreement

See attached.

TROLL COMMUNICATIONS L.L.C.
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REEL: 002527 FRAME: 0313

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1034-3-046	TROLL BOOK FAIRS	2,001,439	9/17/96
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1034-3-050	FRIEND-TO-FRIEND	2,184,585	8/25/98
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1034-3-052	GRUMPY BUNNY	2,449,384	5/8/01

TRADEMARK

REEL: 002527 FRAME: 0314

1034-3-053	I CAN READ ABOUT	2,293,847	11/23/99
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1034-3-060	BOOK BLAST! & Design	2,402,339	11/7/00
1034-3-061	WEIRD WORLD	2,239,673	4/13/99
1034-3-062	WEIRD WORLD & Design	2,294,664	11/23/99
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1034-3-071	GIRL CONNECTION & Des.	2,421,848	1/16/01
1034-3-074	SCIENCE INVESTIGATOR	2,373,755	8/1/00
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1034-3-055	PLANET-T	75/200,027	11/19/96
1034-3-064	PLANET TROLL	75/551,258	9/11/98
1034-3-065	GREAT BEGINNINGS & Design	75/524,474	7/23/98
1034-3-065A	GREAT BEGINNINGS & Design	76/170,043	11/22/00
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1034-3-068	ANIMAL FUN	75/501,461	6/23/98
1034-3-069	ANIMAL FUN & Design	75/518,453	7/14/98
1034-3-072	KID QUEST	75/524,170	7/23/98
1034-3-073	KID QUEST & Design	75/523,796	7/23/98
1034-3-076	TROLL AT HOME & Design	75/551,494	9/11/98

TRADEMARK

REEL: 002527 FRAME: 0316

1034-3-076A	TROLL AT HOME & Design	76/170,223	11/22/00
1034-3-077	PLANET TROLL & Design	75/598,513	12/3/98
1034-3-078	SCHOOLZ OUT!	75/598,514	12/3/98
1034-3-079	SCHOOLZ OUT! & Design	75/606,933	12/17/98
1034-3-080	BACKSTAGE PASS	75/643,894	2/18/99
1034-3-081	BACKSTAGE PASS & Design	75/643,884	2/18/99
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1034-3-084	BEAR CORNER & Design	75/769,567	8/6/99
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1034-3-086	PERFECTLY PINK! & Design	75/769,813	8/6/99
1034-3-087	LOOK, LISTEN & LEARN PICTURE DICTIONARY FROM A-Z	75/770,633	8/6/99
1034-3-087	LOOK, LISTEN & LEARN PICTURE DICTIONARY FROM A-Z & Design	75/770,632	8/6/99
1034-3-089	LAUGH ZONE!	75/805,777	9/22/99
1034-3-090	LAUGH ZONE! & Design	75/805,778	9/22/99
1034-3-091	STREET WHEELS	75/835,612	10/29/99

TRADEMARK
REEL: 002527 FRAME: 0317

1034-3-092	STREET WHEELS & Design MYSTERY	75/854/074	11/19/99
1034-3-093	ADVENTURES WHODUNIT?	75/835,608	10/29/99
1034-3-094	MYSTERY ADVENTURESWHODUNIT? & Design		Never Filed
1034-3-095	READY REPRODUCIBLES 75/883,993		12/30/99
1034-3-096	FUN ZONE!	75/922,465	2/17/00
1034-3-097	FUN ZONE! & Design	To Be Filed	
1034-3-098	ABSOLUTELY ALL ANIMALS	Never filed	
1034-3-099	ABSOLUTELY ALL ANIMALS & Design	Never filed	
	ALWAYS FRIENDS	76/377,364	3/1/02

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**FOREIGN REGISTRATIONS
TROLL COMMUNICATIONS L.L.C.**

<u>OUR FILE NO.</u>	<u>COUNTRY MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE OF ISSUE</u>
1034-3-061	CANADA	WEIRD WORLD 522,313	1/27/00
1034-3-062	CANADA	WEIRD WORLD & Design 530,900	8/9/00
1034-3-026	U.K.	GREAT BEGINNINGS 2170089	6/20/98
1034-3-059	U.K.	BOOK BLAST! 2170062	6/20/98
1034-3-060	U.K.	BOOK BLAST! & Device 2170070	6/20/98
1034-3-061	U.K.	WEIRD WORLD 2170064	6/20/98
1034-3-062	U.K.	WEIRD WORLD & Device 2170224	6/23/98
1034-3-065	U.K.	GREAT BEGINNINGS 2170086 & Device	6/20/98
1034-3-066	U.K.	ALL MY BEST FRIENDS 2170085	6/20/98
1034-3-067	U.K.	ALL MY BEST FRIENDS 217073 & Device	6/20/98
1034-3-068	U.K.	ANIMAL FUN 2170523	6/25/98
1034-3-069	U.K.	ANIMAL FUN & Device 2170524	6/25/98
1034-3-070	U.K.	GIRL CONNECTION 2170067	6/20/98

TRADEMARK

REEL: 002527 FRAME: 0319

1034-3-071	U.K.	GIRL CONNECTION & Device	2170080	6/20/98
1034-3-072	U.K.	KID QUEST	2170083	6/20/98
1034-3-073	U.K.	KID QUEST & Device	2170077	6/20/98
1034-3-075	U.K.	TROLL AT HOME	2175735	8/25/98
1034-3-076	U.K.	TROLL AT HOME/Design	2175739	8/25/98
1034-3-078	U.K.	SCHOOLZ OUT!	2182089	11/14/98
1034-3-079	U.K.	SCHOOLZ OUT! & Device	2182087	11/14/98
1034-3-080	U.K.	BACKSTAGE PASS	2184774	12/18/98
1034-3-081	U.K.	BACKSTAGE PASS & Design	2184760	12/18/98

FOREIGN REGISTRATIONS - ASSIGNED BY MASTER ASSIGNMENT TO
TROLL COMMUNICATIONS L.L.C. ASSIGNMENTS TO BE RECORDED UPON RENEWALS

OUR FILE NO.	COUNTRY	MARK	REGISTRATION NO.	DATE/ISSUE
1034-3-009	BENELUX	TROLL	497766	4/3/91
1034-3-009	BRUNEIA	TROLL	12171	4/11/83
1034-3-009	BRUNEIB	TROLL	12172	4/8/83
1034-3-009	CANADA A	TROLL	338,981	4/8/88
1034-3-011	CANADA	TROLL BOOK CLUBS	395,681	(Assigned 1999) 3/13/92
1034-3-012	CANADA	TROLL ASSOCIATES	338,982	(Assigned 1999) 4/8/88
1034-3-009	FRANCE	TROLL	1230647	(Assigned 1999) 3/15/83
1034-3-009	GERMANY	TROLL	2011683	3/25/92
1034-3-009	GR. BRITAIN A	TROLL	1192513	6/19/85
1034-3-009	GR. BRITAIN B	TROLL	1192512	6/19/85
1034-3-009	GREECE	TROLL	103524	6/17/94
1034-3-009	INDIA A	TROLL	403817	SEALED 1990
1034-3-009	INDIA B	TROLL	403818	SEALED 1990
1034-3-009	INDONESIA A	TROLL	348,267	11/22/95
1034-3-009	INDONESIA B	TROLL	345,812	11/12/95
1034-3-009	IRELAND A&B	TROLL	155337 (Merged)	3/25/91

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1034-3-009	ISRAEL A	TROLL	56087	4/2/87
1034-3-009	ISRAEL B	TROLL	56086	4/2/87
1034-3-009	ITALY	TROLL	622326	6/13/94
1034-3-009	JAPAN A	TROLL	1905024	10/28/86
1034-3-009	JAPAN B	TROLL	1785956	6/25/85
1034-3-009	MALAYSIA A	TROLL	M/99947	5/9/83
1034-3-009	MALAYSIA B	TROLL	M/99946	5/9/83
1034-3-009	PAPUA NEW GUINEA A	TROLL	56975	9/17/91
1034-3-009	PAPUA NEW GUINEA B	TROLL	56976	9/17/91
1034-3-009	PHILIPPINES	TROLL	39421	6/21/88
1034-3-009	PORTUGAL A	TROLL	22193	3/12/90
1034-3-009	PORTUGAL B	TROLL	22194	3/9/90
1034-3-009	SABAH A	TROLL	S/32153	5/9/83
1034-3-009	SABAH B	TROLL	S/32154	5/9/83
1034-3-009	SARAWAK A	TROLL	27176	5/18/83
1034-3-009	SARAWAK B	TROLL	27175	5/18/83
1034-3-009	SAUDI ARABIA	TROLL	153/76	11/11/86

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1034-3-009	SINGAPORE A	TROLL	1489/83	3/25/83
1034-3-009	SINGAPORE B	TROLL	1488/83	3/25/83
1034-3-009	SO. AFRICA A	TROLL	83/1711	3/18/83
1034-3-009	SO. AFRICA B	TROLL	83/1712	3/18/83
1034-3-009	TAIWAN A	TROLL	244180	5/1/84
1034-3-009	TAIWAN B	TROLL	668839	1/16/95
1034-3-009	THAILAND A	TROLL	KOR22431	1/25/84
1034-3-009	THAILAND B	TROLL	KOR22083	1/25/84

TRADEMARK
REEL: 002527 FRAME: 0323

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TROLL BOOK CLUB PTY. LTD.
FOREIGN REGISTRATIONS

<u>OUR FILE NO.</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE/ISSUE</u>
1034-3-009	AUSTRALIA A	TROLL	A389690	4/7/83
1034-3-009	AUSTRALIA B	TROLL	A389689	4/7/83
1034-3-009	NEW ZEALAND A	TROLL	B146460	3/28/83
1034-3-009	NEW ZEALAND B	TROLL	B146459	3/28/83
1034-3-046	AUSTRALIA	TROLL BOOK FAIR	650303	1/12/95
1034-3-011	AUSTRALIA	TROLL BOOK CLUBS	A557,493	6/12/91
1034-3-011	NEW ZEALAND	TROLL BOOK CLUBS	210,633	Renewal filed 6/4/98
1034-3-046	NEW ZEALAND	TROLL BOOK FAIRS	244757	11/16/98

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**FOREIGN APPLICATIONS
TROLL COMMUNICATIONS L.L.C.**

OUR FILE NO. COUNTRY MARK APPLICATION NO. FILING DATE

1034-3-026	CANADA	GREAT BEGINNINGS	883,407	7/3/98
1034-3-059	CANADA	BOOK BLAST!	883,412	7/3/98
1034-3-060	CANADA	BOOK BLAST! & Design	883,413	7/3/98
1034-3-064	CANADA	PLANET TROLL	892,422	10/5/98
1034-3-065	CANADA	GREAT BEGINNINGS & Des.	883,416	7/3/98
1034-3-066	CANADA	ALL MY BEST FRIENDS	883,408	7/3/98
1034-3-067	CANADA	ALL MY BEST FRIENDS & Design	883,417	7/3/98
1034-3-068	CANADA	ANIMAL FUN	883,411	7/3/98
1034-3-069	CANADA	ANIMAL FUN & Design	883,414	7/3/98
1034-3-070	CANADA	GIRL CONNECTION	883,409	7/3/98
1034-3-071	CANADA	GIRL CONNECTION & Design	883,418	7/3/98
1034-3-072	CANADA	KID QUEST	883,410	7/3/98
1034-3-073	CANADA	KID QUEST & Design	883,419	7/3/98
1034-3-074	CANADA	SCIENCE INVESTIGATOR	886,387	8/3/98
1034-3-075	CANADA	TROLL AT HOME	888,016	8/20/98

1034-3-076	CANADA	TROLL AT HOME & Design	888,960	8/31/98
1034-3-077	CANADA	PLANET TROLL & Design	892,702	10/7/98
1034-3-078	CANADA	SCHOOLZ OUT!	895,876	11/9/98
1034-3-079	CANADA	SCHOOLZ OUT! & Design	896,297	11/12/98
1034-3-080	CANADA	BACKSTAGE PASS	899,301	12/11/98
1034-3-081	CANADA	BACKSTAGE PASS & Design	899,799	12/15/98
1034-3-083	CANADA	BEAR CORNER	1,021,848	7/9/99
1034-3-084	CANADA	BEAR CORNER & Design	1,023,261	7/22/99
1034-3-085	CANADA	PERFECTLY PINK!	1,021,849	7/9/99
1034-3-086	CANADA	PERFECTLY PINK! & Design	1,023,263	7/22/99
1034-3-087	CANADA	LOOK, LISTEN, & LEARN PICTURE DICTIONARY FROM A-Z	1,021,850	7/9/99
1034-3-088	CANADA	LOOK, LISTEN, & LEARN PICTURE DICTIONARY FROM A-Z & Design	1,023,262	7/22/99
1034-3-089	CANADA	LAUGH ZONE!	1,025,370	8/10/99
1034-3-090	CANADA	LAUGH ZONE! & Design	1,025,494	8/11/99
1034-3-091	CANADA	STREET WHEELS	1,032,830	10/18/99
1034-3-092	CANADA	STREET WHEELS & Design	1,034,817	11/3/99
1034-3-093	CANADA	MYSTERY ADVENTURES WHODUNIT?	1,032,829	10/18/99

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1034-3-094	CANADA	MYSTERY ADVENTURES WHODUNIT? & Design	Never filed	
1034-3-095	CANADA	READY REPRODUCIBLES 1,043,415	1/19/00	
1034-3-096	CANADA	FUN ZONE!	1,041,928	
1034-3-097	CANADA	FUN ZONE & Design	To Be Filed (Awaiting drawing)	
1034-3-098	CANADA	ABSOLUTELY ALL ANIMALS	4/10/00	
1034-3-099	CANADA	ABSOLUTELY ALL ANIMALS & Design	Never Filed	
1034-3-064	U.K.	PLANET TROLL	2178652	10/2/98
1034-3-077	U.K.	PLANET TROLL & Design	2178650	10/2/98

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