

04-29-2002 07-10-2002

4.7302

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



Tab settings

To the Honorable Commissioner of Pat

102150119

original documents or copy thereof.

1. Name of conveying party(ies):

Mango Designs, LLC

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: January 9, 2002

2. Name and address of receiving party(ies)

Name: Sharon D. Duncan & Gilmore A. Duncan Jr.

Internal Address:

Street Address: 12254 Tepa Way

Los Altos Hills City: State: CA Zip: 94022

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED DOCUMENT

Additional number(s) attached Yes No

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

Name: Lonnie Finkel, Esq.

Internal Address: Buchalter, Nemer, Fields & Younger

Street Address: 333 Market Street, 29th FL

City: San Francisco State: CA Zip: 94105-2130

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41): \$ 165.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Lonnie Finkel, Esq. Name of Person Signing

Handwritten signature of Lonnie Finkel

April 22, 2002 Date

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

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

04/26/2002 6TON11 00000077 1731281

01 FC:481 02 FC:482

40.00 OP 125.00 CP

***Exhibit C***

**Trademarks**

Description	Registration/ Application Number	Registration/ Application Date
Mango	1731281	Nov. 10, 1992
Peek-A-Boo Pals	1845171	July 12, 1994
Talena	2121818	Dec. 16, 1997
Boo	2221148	Feb. 2, 1999
Walker	2181193	Aug. 11, 1998
Wild Game Pals	2179501	Aug. 4, 1998

W:\D9101\0002\017C.doc



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 9, 2002 by and between SHARON D. DUNCAN AND GILMORE A. DUNCAN JR., a wife and husband (the "**Lender**") and MANGO DESIGNS, LLC, a California limited liability company ("**Grantor**"). All initially capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Promissory Note or Security Agreement.

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loan**") in the amounts and manner set forth in that certain Promissory Note and Security Agreement by and between Lender and Grantor dated of even date herewith as the same may be amended, modified or supplemented from time to time. Lender is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure Grantor's obligations under the Promissory Note.

B. Pursuant to the terms of the Security Agreement and Promissory Note, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as security for the prompt and complete payment of its obligations under the Promissory Note, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Promissory Note, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral, including without limitation the Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.


This security interest is granted in conjunction with the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Security Agreement or Promissory Note, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or the Promissory Note, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

W:\D9101\0002\017C.doc

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first written above.

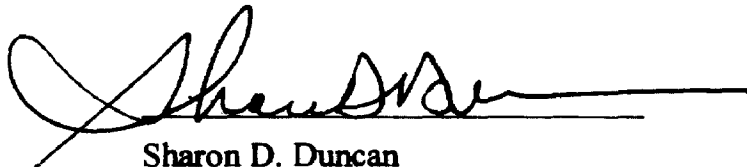
Grantor

MANGO DESIGNS, LLC

By   
Its President

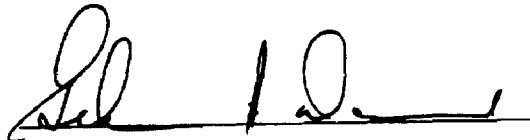
Mango Designs, LLC  
1086 East Meadow Circle  
Palo Alto, CA 94303  
Telephone: (650) 813-1001  
Facsimile: (650) 813-1020

Secured Parties:



Sharon D. Duncan

12254 Tapa Way  
Los Altos Hills, CA 94022  
Telephone: (650) 941-3009  
Facsimile: (650) 917-8733



Gilmore A. Duncan Jr.

12254 Tapa Way  
Los Altos Hills, CA 94022  
Telephone: (650) 941-3009  
Facsimile: (650) 917-8733

W:\D9101\0002\017C.doc

***Exhibit A***  
**Copyrights**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
<b>Pencil Case (Walker)</b>	<b>VAu373-719</b>	<b>8/15/96</b>
<b>Lion Backpack</b>	<b>VA842-837</b>	<b>12/24/96</b>
<b>Leopard Backpack</b>	<b>VA 790-218</b>	<b>5/13/96</b>
<b>Dalmation Backpack</b>	<b>VA 835-303</b>	<b>12/30/96</b>

W:\D9101\0002\017C.doc

**Exhibit B**

**Patents**

**Description**

**Registration/Application  
Number**

**Registration/  
Application  
Date**

W:\D9101\0002\017C.doc