

11-14-2002

0- caForm PTO-1594 1-31-92 RECC

11/14/02



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Patents :

uments or copy thereof.

arty(ies):

102279745

1. Name of conveying party(ies):
 New Bits & Pieces. Inc.
 214 Lincoln Street
 Allston, MA 02134

Individual(s) Association
 General Partnership Limited Partnership
 Corporation -- Delaware
 Other: _____
 Additional name(s) of conveying party(ies) attached? Yes X No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Corrective assignment to correct the nature of conveyance to "grant of security interest". The conveyance information on the original cover sheet incorrectly listed the nature of conveyance as an assignment, and was previously recorded at Reel/Frame 1682/0728. The corporation is incorporated in Delaware, not in Rhode Island, as indicated by the original cover sheet.
 Execution Date: October 31, 1997

Name: IBJ Schroder Bank and Trust Company
 Internal Address: _____
 Street Address: One State Street
 City: New York State: NY Zip: 10004

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation
 Other: Bank
 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 numbers(s):
 Trademark Application No.

B. Trademark Registration No. 1,707,502

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Michelle A. Massicotte, Esq.
 Internal Address: Hinckley, Allen and Snyder LLP

 Street Address: 28 State Street

 City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: [1]

7. Total fee (37 CFR 3.41) \$40
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

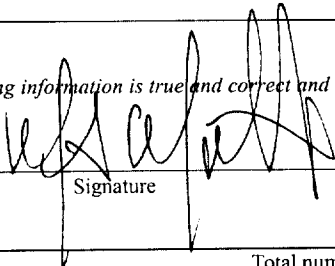
 (Attach duplicate copy of this page if paying by deposit account)

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01 FC:8521 40.00 DP
02 FC:8523 120.00 CH

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.

Michelle A. Massicotte, Esq.  11/13/02
 _____ Signature Date

Total number of pages comprising cover sheet [1]

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

Do not detach this portion

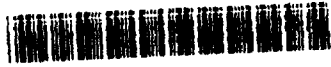
Mail documents to be recorded with required cover sheet information to:

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

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

ATTN: Box ASSIGI
Assistant Commiss
2900 Crystal Drive
Arlington, VA 2220

02-09-1998



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482-25

Use record the attached original document(s) or copy(ies) thereof.

1. NAME OF CONVEYING PARTY(IES):

New Bits² Pieces, Inc. *MLD*

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: RI
- Other:

2-9-98

2. NAME AND ADDRESS OF RECEIVING PARTY(IES):

NAME: IBJ Schroder Bank and Trust
 INTERNAL ADDRESS: Company
 STREET ADDRESS: One State Street
 CITY: New York
 STATE: New York ZIP CODE: 10004

If assignee is not domiciled in the United States, a domestic representative designation is attached. { } YES { } NO

(Designation must be a separate document from Assignment.)

ADDITIONAL NAME(S) AND ADDRESS(ES) ATTACHED? { } YES { } NO

ADDITIONAL NAME(S) OF CONVEYING PARTIES ATTACHED? { } YES { } NO

3. NATURE OF CONVEYENCE:

- Assignment *22*
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: 10/31/97

4. APPLICATION NUMBER(S) OR PATENT NUMBER(S):

Trademark Application No.(s):

Additional numbers attached? Yes No *TM*

B. Trademark Registration No.(s): 1,707,502

Additional numbers attached? Yes No

5. NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE CONCERNING DOCUMENT SHOULD BE MAILED:

NAME: Federal Research Corp
 INTERNAL ADDRESS:
~~STREET ADDRESS:~~ 400 SEVENTH ST
NEW YORK
NY ZIP CODE: 10004

6. TOTAL NUMBER OF APPLICATIONS AND REGISTRATIONS INVOLVED: 2 (\$40.00 first/\$25.00 add'l)

7. TOTAL FEE (37 CFR 3.41): \$65.00

Enclosed

~~REMARKS TO CHARGE ACCOUNT NO. 07-2483~~

8. DEPOSIT ACCOUNT NUMBER 07-2400. (Attach duplicate copy of this form if paying by deposit account.)

011 00000150 1767502

40.00 DP
25.00 DP

DO NOT USE THIS SPACE

STATEMENT AND SIGNATURE:

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.

James P. Murphy
James P. Murphy

2/2/98
DATE

CERTIFICATE OF MAILING

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited on the date shown below with the United States Postal Service in an envelope addressed to the "Assistant Commissioner of the State of Virginia, 2900 Crystal Drive, Arlington, Virginia 22202-3513", as follows:

<u>37 CFR 1.8(a)</u>	<u>37 CFR 1.10</u>
With sufficient postage as First Class Mail.	<input type="checkbox"/> As "Express Mail Post Office to Addressee", Mailing Label No. _____
Date: _____, 19__	Date: _____, 19__

Printed Name of Person Mailing Paper or Fee

Signature of Person Mailing Paper or Fee

Schedule 1

1. "BITS & PIECES"
U.S. Registration No. 1,707,502
Registered: August 11, 1992
First Use: October 3, 1993

2. "PUZZELMAKERS INTERNATIONAL"
U.S. Registration filed on May 16, 1997
Serial No.: 75-293,117

**CONDITIONAL ASSIGNMENT OF
AND GRANT OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY RIGHTS
(TRADEMARKS)** dated as of October
31, 1997, by **NEW BITS & PIECES,
INC.**, a Delaware corporation (the
"Assignor"), to **IBJ SCHRODER BANK &
TRUST COMPANY** ("IBJS"), in its
capacity as collateral agent for
the Lenders referred to below
(together with its successors and
assigns in such capacity, the
"Collateral Agent" or the
"Assignee").

Reference is made to (i) the Amended and Restated Credit Agreement dated as of the date hereof (as the same may, from time to time, be amended, supplemented, modified or restated, the "Credit Agreement"), among the Borrowers (as defined therein), the Lenders (as defined therein), and IBJS, as administrative agent and collateral agent for the Lenders, and (ii) the Security Agreement dated as of the date hereof (as the same may, from time to time, be supplemented, modified, amended or restated, the "Security Agreement"), among the Assignor and IBJS, as Collateral Agent.

The Lenders have agreed to make certain loans and provide other financial accommodations to the Assignor and the other Borrowers pursuant to, and subject to the terms and conditions of, the Credit Agreement. In order to secure the Assignor's obligations under the Credit Agreement, the Assignor has agreed in the Credit Agreement and in the Security Agreement to grant to the Collateral Agent, for the ratable benefit of the Lenders, a security interest in all of the Assignor's assets, properties and rights.

One of the conditions precedent to Lenders' obligations under the Credit Agreement is the Assignor's execution and delivery of this Assignment.

ACCORDINGLY, in consideration of the premises and the mutual covenants and agreements contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used and not otherwise defined herein have the meanings given to them in the Credit Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. In order to secure the full and punctual payment and performance of all of the Obligations, the Assignor

hereby assigns, transfers, mortgages, pledges and conveys to the Assignee, for the ratable benefit of the Lenders, and grants to the Assignee, for the ratable benefit of the Lenders, a continuing first priority mortgage on and security interest in, all of the Assignor's rights (including, without limitation, the right to sue for past infringements), title and interests in and to the following (collectively, the "Trademark Rights"):

(a) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations and trademark applications referred to in Schedule 1 annexed hereto, and all of the good will of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(b) each trademark license and all of the good will of the business connected with the use of, and symbolized by, each trademark licensed; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Assignor against third parties for past, present or future infringement or dilution of any trademark or trademark registration, including, without limitation, the trademarks, trademark registrations and trademark applications referred to in Schedule 1 annexed hereto, and any trademark licensed under any trademark license or for injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

SECTION 3. Security. This Assignment is for collateral security purposes only and for the purpose of recording with the United States Patent and Trademark Office the conditional assignment of and grant of security interest in the Trademark Rights. So long as no Default has occurred, the Assignor shall have the right to retain, use and enjoy all rights under the Trademark Rights.

SECTION 4. Remedies for Default. Upon the occurrence and during the continuation of a Default, the Assignee shall have all rights and remedies provided under the Security Agreement. In addition, upon the occurrence and during the continuation of a Default, the Assignee may, at its option, without notice, without in any way waiving such Default, and without regard to the adequacy of any security for the Obligations terminate all of the Assignor's right to retain, use and enjoy all rights under the Trademark Rights.

SECTION 5. Release of Assignment. Upon payment, performance and observance in full of the Obligations (other than indemnification obligations and other obligations which survive termination of the Credit Agreement and which are not yet due and payable), this Assignment shall be void and of no further force or effect and the Assignee, upon the written request of the Assignor, shall promptly execute such documents as may be

reasonably requested by the Assignor to confirm the same; provided, however, that the certificate of any officer or agent of the Assignee certifying that any of the Obligations remain unsatisfied shall constitute prima facie evidence of the validity, effectiveness and continuing force of this Assignment and any Person may, and hereby is authorized to, rely thereon.

SECTION 6. Remedies Cumulative. No right or remedy of the Assignee hereunder is exclusive of any other right or remedy hereunder or now or hereafter existing at law or in equity or under the Credit Agreement, the Security Agreement, the Notes or the other Loan Documents, but is cumulative and in addition thereto, and the Assignee may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity or under the Credit Agreement, the Security Agreement, the Notes or the other Loan Documents, without first exhausting or affecting or impairing the security or any right or remedy afforded under this Assignment. No delay in exercising, or omission to exercise, any such right or remedy will impair any such right or remedy or will be construed to be a waiver of any default by the Assignor hereunder, or acquiescence therein, nor will it affect any subsequent default hereunder by the Assignor of the same or different nature. No notice to or demand on the Assignor in any case shall entitle the Assignor to any other or further notice or demand in similar or other circumstances. Every such right or remedy may be exercised independently or concurrently, and when and so often as may be deemed expedient by the Assignee. In any case in which the Assignee shall have proceeded to enforce any right under this Assignment and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, the Assignor and the Assignee shall be restored to their former positions and rights hereunder with respect to the Trademark Rights, and all rights, remedies, and powers of the Assignee shall continue as though no such proceedings had been taken.

SECTION 7. Miscellaneous

(a) Notices. All notices, demands and requests of any kind to be delivered to any party in connection with this Assignment shall be (a) delivered personally, (b) sent by a nationally-recognized overnight courier, (c) sent by first class, registered or certified mail, return receipt requested, or (d) sent by facsimile, in each case to such party at its address as follows:

(i) if to the Assignor, to:

New Bits & Pieces, Inc.
214 Lincoln Street
Allston, MA 02134
Attention: Chief Executive Officer
Telephone: (617)254-3855
Telecopier: (617)779-9645

(11) IT TO THE COLLATERAL AGENT, TO:

IBJ Schroder Bank & Trust Company
One State Street
New York, New York 10004
Attention: Mr. DeVer G. Warner
Telephone: (212) 858-2000
Telecopier: (212) 858-2768

Any notice, demand or request so delivered shall constitute valid notice under this Assignment and shall be deemed to have been received (A) on the day of actual delivery in the case of personal delivery, (B) on the next Business Day after the date when sent in the case of delivery by a nationally-recognized overnight courier, (C) on the fifth Business Day after the date of deposit in the U.S. mail in the case of mailing, or (D) in the case of facsimile transmission, when sent, if sent on a Business Day, or, if not sent on a Business Day, on the next Business Day following the day sent. Any party hereto may from time to time by notice in writing served upon the other as aforesaid designate a different mailing address or a different person to which all such notices, demands or requests thereafter are to be addressed.

(b) **Headings.** Section and subsection headings in this Assignment are included herein for convenience of reference only and shall not constitute a part of this Assignment for any other purpose or be given any substantive effect.

(c) **APPLICABLE LAW.** THIS ASSIGNMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

(d) **Successors and Assigns; Subsequent Holders Of Notes.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Assignor may not assign its rights or obligations hereunder without the prior written consent of the Lenders.

(e) **Severability.** The invalidity, illegality or unenforceability in any jurisdiction of any provision in or obligation under this Assignment, the Credit Agreement, the Security Agreement, the Notes or other Loan Documents shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Assignment, the Credit Agreement, the Security Agreement, the Notes or other Loan Documents or of such provision or obligation in any other jurisdiction.

(f) **Amendment.** This Assignment may not be amended, supplemented, terminated or otherwise modified except by written instrument executed by the Assignor and the Assignee in accordance with the Credit Agreement.

(g) Title and Captions. The title of this Assignment and the headings of the articles, sections and subsections of this Assignment are for convenience only and neither limit nor amplify the provisions of this Assignment itself, and all references herein to articles, sections, or subsections shall refer to the corresponding articles, sections or subsections of this Assignment unless specific reference is made to another document or instruments.

(h) Consent To Jurisdiction. FOR ALL PURPOSES OF THIS ASSIGNMENT, AND FOR ALL PURPOSES OF ANY SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, THE ASSIGNOR AND THE COLLATERAL AGENT EACH HEREBY SUBMIT TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE FEDERAL COURTS OF THE UNITED STATES SITTING IN NEW YORK CITY, AND ANY APPELLATE COURT FROM ANY SUCH STATE OR FEDERAL COURT, AND HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREE THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. THE ASSIGNOR AND THE COLLATERAL AGENT EACH HEREBY AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS ASSIGNMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT OR THE ASSIGNOR MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS ASSIGNMENT OR ANY RELATED MATTER (i) AGAINST THE ASSIGNOR OR ITS PROPERTIES IN THE CASE OF THE COLLATERAL AGENT, OR (ii) AGAINST THE COLLATERAL AGENT OR ITS RESPECTIVE PROPERTIES IN THE CASE OF THE ASSIGNOR, IN THE COURTS OF ANY JURISDICTION.

THE ASSIGNOR AND THE COLLATERAL AGENT EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, (i) ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR ANY RELATED MATTER IN ANY NEW YORK STATE OR FEDERAL COURT LOCATED IN NEW YORK, (ii) THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT AND (iii) TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.


THE ASSIGNOR AND THE COLLATERAL AGENT EACH HEREBY IRREVOCABLY CONSENT TO SERVICE OF PROCESS BY REGISTERED UNITED STATES MAIL, RETURN RECEIPT REQUESTED, AS PROVIDED IN SECTION 7(a). NOTHING IN THIS ASSIGNMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS ASSIGNMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

(i) Entire Agreement. This Assignment and the other agreements and documents referred to herein (including the other Loan Documents) contain the entire agreement of the parties and supersede any and all prior agreements among the parties with respect to the subject matter hereof.

* * * *

IN WITNESS WHEREOF, this Assignment has been made by the Assignor as of the day and year first written above.

NEW BITS & PIECES, INC.

By: 

Name: Malcolm Campbell
Title: President

CERTIFICATE OF INCORPORATION
OF
NEW BITS & PIECES, INC.

FIRST: The name of the Corporation is
NEW BITS & PIECES, INC.

SECOND: The address of the registered office of the Corporation in the State of Delaware is 1013 Centre Road, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is Corporation Service Company.

THIRD: The purposes for which the Corporation is formed are to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is 1,000 shares, par value \$.01. All such shares shall be of one class and shall be designated Common Stock.

FIFTH: The name and mailing address of the sole incorporator of the Corporation are as follows:

Kenneth D. Hoffart
45 Rockefeller Plaza
New York, New York 10111

SIXTH: In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors of the Corporation is expressly authorized and empowered to make, alter or repeal the By-laws of the Corporation, subject to the limitations contained in the By-laws and the power of the stockholders of the Corporation to alter or repeal any By-law made by the Board of Directors.

SEVENTH: The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provisions contained in this Certificate of Incorporation; and other provisions authorized by the laws of the State of Delaware

280657.6

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 10/21/1997
971254814 - 2810706

TRADEMARK
REEL: 2576 FRAME: 0184

at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article Seventh.

EIGHTH: (a) The Corporation shall, to the fullest extent permitted by Section 145 of the Delaware General Corporation Law, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities and other matters referred to in or covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. The expenses (including attorneys' fees) incurred by such persons in defending any civil, criminal, administrative, or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation.

(b) No person shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided, however, that the foregoing shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware or (iv) for any transaction from which the director derived an improper personal benefit.

IN WITNESS WHEREOF, the undersigned, being the incorporator hereinabove named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, does make this Certificate, hereby declaring, certifying and acknowledging under penalties of perjury that the facts herein stated are true and that this Certificate is his act and deed, and accordingly has hereunto set his hand, as of the 21st day of October 1997.



Kenneth W. Hoffert
Incorporator