

09-16-2002

9/16/02

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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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):

Trendmasters, Inc. (now named Trendmasters Holdings, Inc.)

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

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

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address: (formerly NationsBank, N.A.)

Street Address: 800 Market Street

City: St. Louis State: MO Zip: 63101

- Individual(s) citizenship Association National Banking 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11/30/97

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

A. Trademark Application No.(s) See Exhibit A attached hereto.

B. Trademark Registration No.(s) See Exhibit A attached hereto.

Additional number(s) attached Yes No

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

Name: Terri Branson

Internal Address: Lewis, Rice & Fingersh, L.C.

Street Address: 500 N. Broadway, Suite 2000

City: St. Louis State: MO Zip: 63102

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41) \$240.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Terri Branson

Name of Person Signing

Signature

Signature

9/13/02

Date

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

37

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

09/16/2002 TBIAZI 00000176 76135458

01 FC:481 02 FC:482

40.00 DP 200.00 DP

EXHIBIT A

Continuation to Item 4 of Trademark Recordation Cover Sheet:

Trademark Registration Nos.

R2,595,644

Trademark Application Nos.

76/135,458

76/336,488

76/135,456

76/135,460

76/135,461

76/134,199

76/308,650

76/135,459

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of November 30, 1997, by and between TRENDMASTERS, INC. ("Borrower"), and NATIONSBANK, N.A., a national banking association ("Lender").

In consideration of the mutual agreements below and other sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **General.** Unless the context of this Agreement clearly requires otherwise, (i) references to the plural include the singular and vice versa, (ii) references to any Person include such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, (iii) references to one gender include all genders, (iv) "including" is not limiting, (v) "or" has the inclusive meaning represented by the phrase "and/or", (vi) the words "hereof", "herein", "hereby", "hereunder" and similar terms in this Agreement refer to this Agreement as a whole, including its Exhibits, and not to any particular provision of this Agreement, (vii) the word "Section" or "section" and "Page" or "page" refer to a section or page, respectively, of this Agreement unless it expressly refers to something else, (viii) reference to any agreement, document, or instrument, including this Agreement, any other Loan Document and any agreement, document or instrument defined herein, means such agreement, document, or instrument as it may have been or may be amended, restated, extended, renewed, replaced, or otherwise modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof, and includes all attachments thereto and instruments incorporated therein, if any, and (ix) general and specific references to any Law means such Law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time. Section captions are for convenience only and do not affect the interpretation or construction of this Agreement.

2. **Defined Terms.** All capitalized terms not otherwise defined herein have the meanings given them in that certain Amended and Restated Loan Agreement of even date herewith by and between Borrower and Lender (the "Loan Agreement"). Capitalized terms used and not otherwise defined herein or in the Loan Agreement have the meanings given them in the UCC.

3. **Grant of Security Interest in Trademark Collateral.** As security for the full and prompt payment and performance of all of the Loan Obligations (collectively, the "Secured Obligations"), Borrower hereby grants, assigns and conveys to Lender a Security Interest in Borrower's entire right, title and interest in and to the Trademark Collateral. As used herein, "Trademark Collateral" means: all of Borrower's right, title and interest in and to all of its now owned or existing, filed and unfiled, and hereafter acquired or arising, filed and unfiled, trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including each name, mark, registration, and application listed on Schedule A attached hereto and made a part hereof (as the same may be amended pursuant hereto from time to time), and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights, title, and interests corresponding thereto throughout the world, and (v) the good will of Borrower's business connected with the use of each item of Trademark Collateral, and symbolized by, the Trademark Collateral. Borrower agrees that, after first giving notice to Borrower, Lender may at any time from and after the date of this Agreement, file this Agreement, at Borrower's sole cost and expense, with the United States Patent and Trademark Office or such other appropriate office.

4. **Representations and Warranties.** Borrower represents and warrants as follows:

4.1. Schedule A contains a complete and accurate list of all trademarks, trade names, service marks, trademark and service mark registrations, and applications for trademark or service mark registrations owned by Borrower.

4.2. Borrower is the sole and exclusive owner of the Trademark Collateral, free and clear of any Security Interests, charges, claims of infringement upon the rights of third parties and Encumbrances, except for Permitted Security Interests.

4.3. Borrower has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral, except as contemplated in the Loan Agreement or as otherwise disclosed in Schedule A.

4.4. The Trademark Collateral is subsisting and has not been adjudged invalid or unenforceable, and, to Borrower's knowledge, each item comprising the Trademark Collateral is valid and enforceable in the United States.

4.5. Borrower is duly authorized to execute and deliver this Agreement to Lender, and this Agreement constitutes the legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms.

5. Further Assurances.

5.1. Borrower agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary in order (i) to continue, perfect, amend or protect the Security Interest granted hereby or (ii) to enable Lender to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, Borrower will execute and file such financing or continuation statements, amendments hereto, and such other instruments or notices as may be necessary or desirable, or as Lender may reasonably request, in order to perfect and preserve the Security Interest granted hereby.

5.2. Borrower hereby authorizes Lender to file one or more financing or continuation statements, and amendments thereto (and hereto as to Schedule A), relative to all or any part of the Trademark Collateral, or subsequent additions thereto, without the signature of Borrower where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof is sufficient as a financing statement where permitted by law.

5.3. Borrower agrees to deliver to Lender, semi-annually at the same time Borrower is required to deliver its Financial Statements to Lender for the periods ended June 30 and December 31 each year, (i) a list of any trademark, service mark, trade name, trademark or service mark registrations, or applications for trademark or service mark registrations which is not then identified in Schedule A and in which Borrower has obtained an ownership interest, (ii) the provisions of Section 3 will automatically apply to all such marks, registrations, and applications, and (iii) all such marks, registrations, or applications, together with the good will of the business connected with the use thereof, will automatically become part of the Trademark Collateral.

5.4. To the extent, in Borrower's reasonable business judgment, it is necessary or desirable to the conduct of its business, Borrower agrees to take all commercially reasonable steps with respect to any Trademark Collateral in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, or in any court, to maintain each registered trademark, service mark, and trademark or service mark registration, and to pursue each application for trademark or service mark registration now or hereafter included in the Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and participation in opposition, interference and infringement proceedings.

5.5. If Borrower becomes aware that any item of the Trademark Collateral is infringed or misappropriated by a third party, Borrower will promptly notify Lender and, if Borrower, in Borrower's reasonable business judgment, deems it necessary or desirable to the conduct of its business, Borrower will promptly sue for infringement or misappropriation and for recovery of all damages caused by such infringement or misappropriation.

5.6. Borrower will continue to use reasonable and proper statutory notice in connection with its use of each registered trademark or service mark.

6. **Transfers and Other Security Interests.** Borrower will not without Lender's consent (which consent will not be unreasonably withheld): (i) except to the extent Borrower, in Borrower's reasonable business judgment, deems it necessary or desirable to the conduct of its business and consistent with its past practice and subject to Lender's Security Interest, grant a license in or with respect to any of the Trademark Collateral, (ii) except as permitted in clause (i) of this section, sell, assign, (by operation of law or otherwise) or otherwise dispose of any of the Trademark Collateral, (iii) create or suffer to exist any Security Interest or other charge or Encumbrance upon or with respect to any of the Trademark Collateral except for Permitted Security Interests, or as otherwise permitted by the Loan Agreement, or (iv) take any other action in connection with any of the Trademark Collateral that would impair the value of the interests or rights of Borrower thereunder.

7. **Borrower's Right to Use Trademark Collateral.** Borrower reserves the exclusive right, subject only to Lender's Security Interest and related rights granted hereunder, to own and use the Trademark Collateral, and to exercise all rights derived therefrom and inherent therein.

8. **Lender Appointed Attorney-in-Fact.** Borrower hereby irrevocably appoints Lender as Borrower's attorney-in-fact, with full authority in Borrower's place, stead and on behalf of Borrower and in Borrower's names or otherwise, from time to time in Lender's reasonable discretion, to take any action and to execute any instrument that Lender deems reasonably necessary to accomplish the purposes of this Agreement, including after the occurrence of an Event of Default: (i) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral, (ii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (i) above, and (iii) to file any claims, take any action, or institute any proceedings that Lender may deem necessary for the collection of any of the Trademark Collateral or otherwise to enforce the rights of Lender with respect to any of the Trademark Collateral.

9. **Lender May Perform.** If Borrower fails to perform any of the obligations contained herein, Lender may perform, or cause performance of, such obligations, and the expenses of Lender incurred in connection therewith will be payable by Borrower pursuant to the terms of this Agreement.

10. **Lender's Duties.** The powers conferred on Lender hereunder are solely to protect its interest in the Trademark Collateral and do not impose any duty upon Lender to exercise any such powers or to pay any royalties or related charges with respect to the Trademark Collateral. Except for the accounting for moneys actually received by it hereunder, Lender has no duty as to any Trademark Collateral, or as to the taking of any steps to preserve rights against other parties or any other rights pertaining to any Trademark Collateral.

11. **Remedies.** Upon the occurrence and during the continuation of any Event of Default, in addition to all other rights and remedies of Lender under the Loan Agreement, at law or in equity:

11.1. Lender may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to Lender, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Trademark Collateral) and also may: (i) as provided in Section 8, exercise any and all rights and remedies of Borrower under or otherwise in respect of the Trademark Collateral, (ii) require Borrower to, and Borrower hereby agrees that it will at its expense and upon request of Lender, assemble all or any part of the documents embodying the Trademark Collateral as directed by Lender and make them available to Lender at a place to be designated by Lender which is reasonably convenient to both Lender and Borrower, (iii) license, sell or otherwise dispose of the Trademark Collateral or any part thereof, in one or more lots, at public or private sale, at any of Lender's offices or elsewhere, for cash, credit or other consideration, and upon such other terms as are commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the good will of the business connected with and symbolized by any Trademark Collateral subject to such disposition will be included, and Borrower will supply to Lender or

its designee Borrower's know-how and expertise relating to the provision of services associated with any Trademark Collateral subject to such disposition, and Borrower's customer lists and other records relating to such Trademark Collateral, and to the distribution of such services. To the extent notice to Borrower of the time and place of any public sale or the time after which any private sale is to be made is required to be reasonable, ten (10) Business Days constitutes reasonable notice. Lender will not be obligated to make any sale of any Trademark Collateral regardless of notice of sale having been given. Lender may adjourn any public or private sale therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Lender may bid and become a purchaser at any such sale, if public, and upon any such sale Lender may collect, receive, and hold and apply, as provided herein, the proceeds thereof to the payment of the Secured Obligations, and assign and deliver some or all of the Trademark Collateral to the purchaser at any such sale. The proceeds from any such sale will be applied in accordance with the terms of the Loan Agreement.

11.2. All payments received by Borrower under or in connection with any of the Trademark Collateral will be received in trust for the benefit of Lender, will be segregated from other funds of Borrower, and will be immediately paid over to Lender in the same form as so received (with any necessary endorsement).

12. Releases. In the event all of the Secured Obligations (including any Interest Hedge Obligations which make up a part of the Loan Obligations) have been fully and irrevocably paid, all of the Commitments have been canceled or terminated, all Letters of Credit have expired, and Lender has no other commitment to extend credit or make advances to or for the account of Borrower, and Lender has received a written request from Borrower in connection therewith to execute and deliver all applicable releases, deeds, assignments, and other instruments as may be necessary or proper to re-vest in Borrower full title to the Trademark Collateral (collectively, the "Releases"), Lender will, at Borrower's sole cost and expense (and Borrower will promptly reimburse Lender for any fees and expenses, including reasonable legal fees and expenses, incurred in connection with the preparation, review, filing or recording of any such Releases) execute and deliver such Releases to the Person and address designated by Borrower in its notice within a commercially reasonable time after Lender's receipt of such notice, but in no event later than fifteen (15) Business Days after receipt of such notice.

13. Survival of Provisions. All representations, warranties, and covenants of Borrower contained herein survive the execution and delivery of this Agreement, and terminate only upon the full and irrevocable payment of all of the Secured Obligations, cancellation or termination of all of the Commitments, expiration of all Letters of Credit, and when Lender has no other commitment to extend credit or make advances to or for the account of Borrower.

14. Miscellaneous.

14.1. Notices. All notices, consents, requests and demands to or upon the respective parties hereto must be in writing, and will be deemed to have been given or made when delivered in person to those Persons listed on the signature pages of the Loan Agreement or when deposited in the United States mail, postage prepaid, or, in the case of telegraphic notice, or the overnight courier services, when delivered to the telegraph company or overnight courier service, or in the case of telex or telecopy notice, when sent, verification received, in each case addressed as set forth on the signature pages of the Loan Agreement, or to such other address as either party may designate by notice to the other in accordance with the terms of this Section. No notice given to or demand made on Borrower by Lender in any instance entitles Borrower to notice or demand in any other instance.

14.2. Amendments and Waivers. No amendment to, waiver of, or departure from full compliance with any provision of this Agreement, or consent to any departure by Borrower herefrom, will be effective unless it is in writing and signed by authorized officers of Borrower and Lender; provided, however, that any such waiver or consent will be effective only in the specific instance and for the purpose for which given. No failure by Lender to exercise, and no delay by Lender in exercising, any right, remedy, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise by Lender of any right, remedy, power or privilege hereunder preclude any other exercise thereof, or the exercise of any other right, remedy, power or privilege.

14.3. Rights Cumulative. Each of the rights and remedies of Lender under this Agreement is in addition to all of its other rights and remedies under applicable Law, and nothing in this Agreement may be construed as limiting any such rights or remedies.

14.4. Successors and Assigns. This Agreement binds Borrower and its successors and assigns and inures to the benefit of Lender, and Lender's successors, transferees, participants and assignees. Borrower may not delegate or transfer any of its obligations under this Agreement without the prior written consent of Lender. With respect to Borrower's successors and assigns, such successors and assigns include any receiver, trustee or debtor-in-possession of or for Borrower.

14.5. Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction is, as to such jurisdiction, ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable.

14.6. Governing Law; No Third Party Rights. This Agreement is to be governed by and construed and interpreted in accordance with the internal Laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflicts of law principles. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no other Person has any right, benefit, priority or interest under, or because of the existence of, this Agreement.

14.7. Counterparts. This Agreement may be executed by the parties hereto on any number of separate counterparts, and all such counterparts taken together constitute one and the same instrument. It is not necessary in making proof of this Agreement to produce or account for more than one counterpart signed by the party to be charged.

14.8. Counterpart Facsimile Execution. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any Person thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party hereto, any facsimile or telecopy document is to be re-executed in original form by the Persons who executed the facsimile or telecopy document. No party hereto may raise the use of a facsimile machine or telecopier or the fact that any signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this Section.

14.9. Final Expression; No Course of Dealing. This Agreement, together with the Loan Agreement, the other Loan Documents and any other agreement executed in connection herewith or therewith, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance or course of dealing rendered or taken under or with respect to this Agreement, the Loan Agreement or the other Loan Documents will not be relevant to determine the meaning of this Agreement, the Loan Agreement or the other Loan Documents even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

14.10. Negotiated Transaction. Borrower and Lender each represent to the other that in the negotiation and drafting of this Agreement each has been represented by and has relied upon the advice of counsel of its choice. Each of Borrower and Lender affirm that its counsel has had a substantial role in the drafting and negotiation of this Agreement; therefore, this Agreement will be deemed drafted by each of Borrower and Lender, and the rule of construction to the effect that any ambiguities are to be resolved against the drafter will not be employed in the interpretation of this Agreement.

14.11. Attorney's Fees and Other Costs. Borrower will reimburse Lender for all reasonable expenses incurred by Lender in seeking to collect or enforce the Secured Obligations and any other rights under this Agreement or any of the other Loan Documents or under any other instrument, document or agreement evidencing or executed in connection with any of the Secured Obligations, including reasonable attorneys' fees and actual attorneys' expenses (whether or not there is litigation), court costs and all costs in connection with any proceedings under the United States Bankruptcy Code.

14.12. Assignment By Lender. To the extent permitted in the Loan Agreement, Lender may grant a participation interest in or assign or transfer to another Person any instrument, document or agreement evidencing any of the Secured Obligations and Lender's rights under this Agreement, and may deliver all the property which is part of the Trademark Collateral and in its possession to the participant, assignee or transferee or to any Person acting as agent for Lender.

14.13. Choice of forum. Subject only to the exception in the next sentence, Borrower and Lender hereby agree to the exclusive jurisdiction of the federal court of the Eastern District of Missouri and the state courts of Missouri located in St. Louis County or the City of St. Louis, Missouri, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein, and agree that any dispute concerning the relationship between Borrower and Lender or the conduct of either of them in connection with this Agreement or otherwise may be heard only in the courts described above. Notwithstanding the foregoing: (i) Lender has the right to bring any action or proceeding against Borrower or its property in any courts of any other jurisdiction Lender deems necessary or appropriate in order to realize on the Trademark Collateral or other security for the Secured Obligations, and (ii) each of the parties hereto acknowledges that any appeals from the courts described in the immediately preceding sentence may have to be heard by a court located outside those jurisdictions.

14.14. Service of Process. Borrower hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Borrower at its address set forth on the signature page hereof, and service so made will be deemed to be completed five (5) days after the same has so deposited in the U.S. Mails, certified or registered; or at Lender's option, by service upon CT Corporation, which Borrower irrevocably appoints as Borrower's agent for the purpose of accepting service of process within the State of Missouri. Lender will promptly forward by registered mail any process so served upon said agent to Borrower at its address on the signature page hereof. Nothing in this Section affects the right of Lender to serve legal process in any other manner permitted by Law.

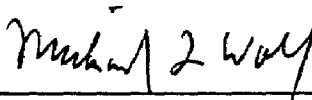
14.15. Waiver of Jury Trial. Borrower and Lender hereby waive any right to trial by jury of any claim, demand, action or cause of action (i) arising under this Agreement or any other Loan Document, or (ii) in any way connected with or related or incidental to the dealings of the parties hereto or either of them in respect of this Agreement or any other Loan Document, or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether sounding in contract or tort or otherwise. Borrower and Lender agree and consent that any such claim, demand, action or cause of action will be decided by court trial without a jury and that either may file an original counterpart or a copy of this Agreement with any court as written evidence of the consent of the parties hereto to the waiver of their right to trial by jury.

14.16. Reinstatement. This Agreement and any and all assignments and Security Interests created or evidenced hereby will continue to be effective or be reinstated, as the case may be, as though such payments had not been made, if at any time any amount received by Lender in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by Lender, including upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Borrower or upon the appointment of any intervenor or conservator of, or trustee or similar official for, Borrower, any substantial part of its assets, or otherwise.


[remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

TRENDMASTERS, INC.

By: 
Print Name: Michael L. Wolf
Title: Vice President of Finance

NATIONSBANK, N.A.

By: 
Print Name: Susan D. Patterson
Title: Assistant Vice President

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 3rd day of December, 1997, before me personally appeared Michael L. Wolf, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Finance of TRENDMASTERS, INC., a Missouri corporation, and that said instrument was signed in behalf of said corporation, by authority of its board of directors; and said Michael L. Wolf acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the City and State aforesaid, the day and year first above written.



Notary Public

Terri L. Branson
Notary Public - Notary Seal
State of Missouri
St. Louis County
My Commission Exp. 03/01/2001

My Commission expires:

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 3rd day of December, 1997, before me personally appeared Susan D. Patterson, to me personally known, who, being by me duly sworn, did say that she is an Assistant Vice President of NATIONSBANK, N.A., a national banking association, and that said instrument was signed in behalf of said association by authority of its Board of Directors; and said Susan D. Patterson acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the City and State aforesaid, the day and year first above written.



Notary Public

Terri L. Branson
Notary Public - Notary Seal
State of Missouri
St. Louis County
My Commission Exp. 03/01/2001

My Commission expires:

SCHEDULE A

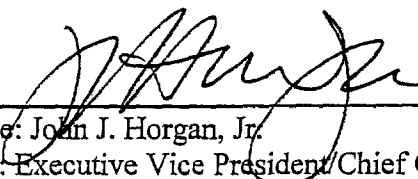
CERTIFICATE REGARDING TRADEMARK COLLATERAL

This Certificate regarding Trademark Collateral (this "Certificate") is delivered by Trendmasters, Inc. ("Borrower") to Bank of America, N.A. ("Lender") in connection with that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of November 30, 1997, by and between Borrower and NationsBank, N.A., predecessor to Lender, and in connection with that certain Amendment No. 11 to Amended and Restated Loan Agreement, Conditional Waiver and Reservation of Rights ("Amendment No. 11") by and between Borrower and Lender, dated as of even date herewith. Capitalized terms used and not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

Borrower hereby delivers to Lender the Schedule A attached hereto which Borrower represents and warrants to Lender is a list of all trademarks, service marks, trade names, trademark or service mark registrations and all applications for trademark or service mark registrations and all applications for trademarks owned by Borrower. Borrower hereby agrees that: (i) such Schedule A shall replace the Schedule A currently attached to the Trademark Security Agreement, and (ii) all such registrations or applications listed on such Schedule A, together with the good will of the business connected with the use thereof, will automatically become part of the Trademark Collateral and subject to all of the terms of the Trademark Security Agreement.

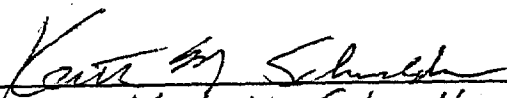
This Certificate is delivered by Borrower to Lender as of June 30, 2002.

TRENDMASTERS, INC.

By: 
Name: John J. Horgan, Jr.
Title: Executive Vice President/Chief Operating Officer

Accepted as of June 30, 2002:

BANK OF AMERICA, N.A.

By: 
Print Name: Keith M. Schmeller
Title: SVP

TRADEMARK REPORT w/o goods and services

Report Date: 6/20/2002 Page: 1

Country	Owner	Mark	App.#	App. Dt	Reg.#	Reg. Dt	Classes	Status
Argentina	TRENDMASTERS, INC.	STARCASTLE	2,069,262	2/13/1997	1671963	6/22/1998	028	REGISTERED
Argentina		TRENDMASTERS & DESIGN	2046894	8/30/1996	1647687	10/16/1997	28	REGISTERED
Argentina		WAR PLANETS	2,109,030	10/16/1997	1779407	3/17/2000	28	REGISTERED
Australia		C GAMES & DESIGN	782710	1/11/1999	782710	1/11/1999	28	REGISTERED
Australia		C WATCH AND DESIGN	782711	1/11/1999	782711	1/11/1999	28	REGISTERED
Australia		RUMBLE ROBOTS	885922	8/15/2001			16, 28	PENDING
Australia		STARCASTLE	676656	10/30/1995	676656	10/30/1995	028	REGISTERED
Australia		STORM ANGELS	889430	9/17/2001	889430	9/17/2001	28	REGISTERED
Australia		TRENDMASTERS & DESIGN	672511	9/13/1995	672511	9/13/1995	9, 16, 28	REGISTERED
Australia		WUVLUVS	826963	3/9/2000	826963	3/9/2000	28	REGISTERED
Benelux		TRENDMASTERS & DESIGN	855 637	9/14/1995	577 583	9/14/1995	9, 16, 28	REGISTERED
Brazil		TRENDMASTERS & DESIGN	819559768	10/16/1996	819559768	4/27/1999	28	REGISTERED
Canada		C WATCH AND DESIGN	1,000,972	1/4/1999	TMA544397	5/2/2001		REGISTERED
Canada		RUMBLE ROBOTS	1,112,281	8/9/2001				PENDING
Canada		STARCASTLE	0,857,485	9/30/1997	TMA514,182	8/10/1999		REGISTERED
Canada		STORM	1,116,551	9/24/2001				PENDING

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TRENDMASTERS, INC. 611 North Tenth Street St. Louis, Missouri 63101	Canada	STORM ANGELS	1,116,552	9/24/2001				PENDING
	Canada	TRENDMASTERS & DESIGN	0,792,796	9/13/1995	TMA484061	10/15/1997		REGISTERED
	Canada	WUVLUVS	1,051,967	3/22/2000				PENDING
	China (People's Republic Of)	STARCASTLE	970018086	3/5/1997	1172450	5/6/1998	028	REGISTERED
	China (People's Republic Of)	TRENDMASTERS & DESIGN	960121048	11/1/1996	1159322	3/14/1998	9	REGISTERED
	China (People's Republic Of)	TRENDMASTERS & DESIGN	960100077	9/2/1996	1126150	11/14/1997	28	REGISTERED
	Denmark	STAR CASTLES	VA 1314 1996	2/26/1996	VR 1996 02858	5/10/1996	28	REGISTERED
	European Union	C WATCH AND DESIGN	001106202	3/15/1999			28	PENDING
	European Union	RUMBLE ROBOTS	002336279	8/9/2001			9, 16, 28	PENDING
	European Union	STARCASTLE	000484121	3/10/1997	000484121	2/23/1999	28	REGISTERED
	European Union	STORM	1309947	9/15/1999			14, 18, 28	PENDING
	European Union	STORM ANGELS	2376424	9/17/2001			28	PENDING
	European Union	T TRENDMASTERS & DESIGN	000035642	4/1/1996	000035642	11/11/1999	28	REGISTERED
	France	ALIEN HUNTERS	94/521.200	5/20/1994	94/521.200	5/20/1994	28	REGISTERED
	France	MASTERBOTIX	94/521.203	4/20/1994	94/521.203	10/28/1994	028	REGISTERED

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France	PLAYMATION	94/521,199	5/20/1994	94/521,199	10/28/1994	028	REGISTERED
France	TRENDMASTERS	95/587,924	9/13/1995	95/587,924	9/13/1995	28	REGISTERED
France	WORLD PREDATORS	94/521.201	5/20/1994	94/521.201	5/20/1994	28	REGISTERED
Germany	TRENDMASTERS & DESIGN	39537469	9/13/1995	30537469	10/25/1996	28	REGISTERED
Italy	INNOVATIVE TIME AND DESIGN	2375486	10/5/1986	487918	10/5/1986	14	REGISTERED
Italy	TRENDMASTERS & DESIGN	RM96 C000198	1/16/1996	755,120	8/25/1998	28	REGISTERED
Japan	C GAMES & DESIGN	17744/99	3/1/1999	4412358	8/25/2000	28	REGISTERED
Japan	C WATCH AND DESIGN	17743/99	3/1/1999	4421046	9/29/2000	28	REGISTERED
Mexico	STARCASTLE	287955	2/25/1997	545087	3/26/1997	28	REGISTERED
Mexico	TRENDMASTERS & DESIGN	272714	8/30/1996	624233	8/30/1996	28	REGISTERED
New Zealand	WUVLUVS	609946	3/7/2000	609946	2/22/2000	28	REGISTERED
Norway	DREAM GARDEN	1998.01873	2/27/1998	192,492	8/27/1998	028	REGISTERED
Norway	STAR CASTLES	19975612					WITHDRAWN
Norway	STARCASTLE	97.1057	2/10/1997	186,038	10/23/1997	28	REGISTERED
Norway	TRENDMASTERS & DESIGN	96.4858	8/15/1996	188,756	3/12/1998	28	REGISTERED
Norway	WUVLUVS	2000/02179	2/25/2000	205,323	10/19/2000	28	REGISTERED

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TRENDMASTERS, INC.	USA	STARCASTLE	33352	2/27/1997	36534	6/13/1997	028	REGISTERED
	Singapore	WUVLUVS	T00/03266G	3/2/2000	T00/03266G	9/11/2001	28	REGISTERED
	Japan	INNOVATIVE TIME AND DESIGN	1171543	12/5/1986	1171543	10/5/1989	14	CANCELLED
	Japan	TRENDMASTERS & DESIGN	1987611	9/28/1995	1987611	3/5/1996	28	LAPSED
	Netherlands	STAR CASTLES	97-6464	7/8/1997	337.157	5/19/2000	28	REGISTERED
	Netherlands	WUVLUVS					28	SEARCH
	Switzerland	INNOVATIVE TIME AND DESIGN			320420	7/6/1982	14	REGISTERED
	Switzerland	SPORTS MASTER			355352	6/1/1987	14	REGISTERED
	Switzerland	SPORTSMASTER			347120	2/5/1986	14	REGISTERED
	Switzerland	WUVLUVS	02863/2000	3/10/2000	479.286	6/12/2000	28	REGISTERED
	Switzerland	C & DESIGN (SWIRL)						NOT FILED
	USA	STARCASTLE	86009058	2/25/1997	817960	9/16/1998	028	REGISTERED
	USA	TRENDMASTERS & DESIGN	85041715		817944	9/16/1998	28	REGISTERED
	USA	INNOVATIVE TIME AND DESIGN	1186248	11/30/1982	B1186248	11/30/1982	14	REGISTERED
	USA	TRENDMASTERS & DESIGN	2,035,420	9/19/1995	2,035,420	9/19/1995	28	PUBLISHED
	USA	3 FUNKY MICE						NOT FILED

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United States	A CAROLING WE GO	78/105,762	1/30/2002			28	PENDING
United States	AGE OF CHAOS	75/375,450	10/17/1997	2,322,227	2/22/2000	9	REGISTERED
United States	AMAZON PREDATORS	74/501,489	3/18/1994	2,074,585	6/24/1997	28	REGISTERED
United States	ANIBOTS	74/321,686	10/13/1992	1,845,178	7/12/1994	28	REGISTERED
United States	ARF ARF DOGGIE	74/347,177	1/11/1993	1,860,454	10/25/1994	28	REGISTERED
United States	A-Z TEDDY BEAR	74/397,327	6/3/1993	1,891,770	4/25/1995	28	REGISTERED
United States	BARFY	75/582,151	11/3/1998	2,418,142	1/2/2001	28	REGISTERED
United States	BATH PARTY PAZAZZ	75/849,205	11/16/1999	2,442,290	4/10/2001	28	REGISTERED
United States	BATTLE BAZOOKA	75/436,000	2/18/1998	2,284,058	10/5/1999	28	REGISTERED
United States	BEAD BRIGHT DESIGNS	75/396,085	11/25/1997	2,276,629	9/7/1999	28	REGISTERED
United States	BEANS THE DOG	76/139,951	10/4/2000	2,500,230	10/23/2001	28	REGISTERED
United States	BEAST PLANET	75/156,842	8/27/1996	2,155,624	5/5/1998	28	REGISTERED
United States	BEAST PLANET	75/246,204	2/24/1997	2,185,027	8/25/1998	9	REGISTERED
United States	BEAST TANK	75/250,359	3/3/1997	2,182,987	8/18/1998	28	REGISTERED
United States	BEASTBALLS	75/522,929	7/21/1998	2,358,516	6/13/2000	28	REGISTERED
United States	BEAST-COMMANDER	75/567,345	10/8/1998	2,363,233	6/27/2000	28	REGISTERED

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United States	BEAST-TROOPER	75/567,346	10/8/1998	2,433,964	3/6/2001	28	REGISTERED
United States	BEAUTIFUL BOXES	75/315,451	6/26/1997	2,255,962	6/22/1999	28	REGISTERED
United States	BERRY TEA CASTLE	75/337,040	8/7/1997	2,259,912	7/6/1999	28	REGISTERED
United States	BIG & LIL' BEAUTY	76/220,465	3/7/2001			28	PENDING
United States	BIG & LIL' BRONTO	76/220,472	3/7/2001			28	PENDING
United States	BIG SCRATCH & LIL' SCRATCH	76/021,148	4/7/2000			28	PENDING
United States	BYTOR	76/135,458	9/26/2000			28	PENDING
United States	BLABBER PALS	74/596,688	11/8/1994	1,983,072	6/25/1996	28	REGISTERED
United States	BLUEBERRY SWEETIE	75/415,615	1/9/1998	2,468,112	7/10/2001	28	REGISTERED
United States	BOLT MAN	76/135,457	9/26/2000			28	PENDING
United States	BONE MOON ALPHA	75/241,375	2/13/1997	2,200,429	10/27/1998	28	REGISTERED
United States	BONE MOON OMEGA	75/241,298	2/13/1997	2,200,426	10/27/1998	28	REGISTERED
United States	BONE TANK BIOSHREDDER	75/375,442	10/17/1997	2,300,542	12/14/1999	28	REGISTERED
United States	BOO BEAMS	75/743,548	7/2/1999	2,336,286	3/28/2000	11	REGISTERED
United States	BOO BEAMS	75/743,549	7/2/1999	2,336,287	3/28/2000	28	REGISTERED
United States	BOO BUNCH	74/426,883	8/23/1993	1,895,639	5/23/1995	28	REGISTERED

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Owner:	Country	Mark	App.#	App. Dt	Reg.#	Reg. Dt	Classes	Status
TRENDMASTERS, INC. 611 North Tenth Street St. Louis, Missouri 63101	United States	BOPPIN' ROCKERS	76/338,882	11/15/2001			28	PENDING
	United States	BOSS FROG	76/275,505	6/25/2001			14, 28	PENDING
	United States	BOSS FROG	76/226,045	3/16/2001			28	PENDING
	United States	BOUQUET COLLECTION	75/389,137	11/12/1997	2,333,660	3/21/2000	28	REGISTERED
	United States	BUILD A BOT	75/453,504	3/19/1998			28	OPOSED
	United States	BUILDERBOTS	74/321,683	10/13/1992	1,843,757	7/5/1994	28	REGISTERED
	United States	BUMP & ROAR	74/346,900	1/11/1993	1,872,098	1/3/1995	28	REGISTERED
	United States	C PETS CYBER ZOO & DESIGN	76/275,278	6/21/2001			28	PENDING
	United States	C WATCH AND DESIGN	75/591,569	11/17/1998	2,402,678	11/7/2000	28	REGISTERED
	United States	CANDLES SO BEAUTIFUL	75/319,258	7/3/1997	2,219,708	1/19/1999	28	REGISTERED
	United States	CAPTURE THE MAGIC	75/048,972	1/26/1996	2,124,246	12/23/1997	28	REGISTERED
	United States	CARAMEL APPLE SWEETIE	75/484,167	5/12/1998	2,488,020	9/11/2001	28	REGISTERED
	United States	CATTAIL SWEETIE	75/483,752	5/12/1998	2,471,897	7/24/2001	28	REGISTERED
	United States	C-CANDY						NOT FILED
	United States	CHALK HOP	75/301,636	6/2/1997	2,209,754	12/8/1998	28	REGISTERED
	United States	CHEE CHEE THE CHATTERING CHIMP	74/253,514	3/9/1992	1,766,842	4/20/1993	28	REGISTERED

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United States	CHEE CHEE THE MONKEY BYTE	75/370,632	10/9/1997	2,248,311	5/25/1999	9	REGISTERED
United States	CHILLA CHILLA	75/600,023	12/4/1998	2,337,851	4/4/2000	28	REGISTERED
United States	CHILLAPHANT	75/763,786	7/29/1999	2,448,391	5/1/2001	28	REGISTERED
United States	CHRISTMAS DREAMERS	74/433,118	9/7/1993	1,890,624	3/18/1995	28	REGISTERED
United States	CHRISTMAS MAGIC	75/187,150	10/24/1996	2,334,096	3/28/2000	11, 14, 20, 21, 28	REGISTERED
United States	CHRISTMAS MAGIC	74/506,670	3/28/1994	2,007,370	10/15/1996	28	REGISTERED
United States	CHUNGA	74/542,525	6/27/1994	1,908,655	8/1/1995	28	REGISTERED
United States	CINDERELLA BUBBLE STARCASTLE	75/333,535	7/31/1997	2,200,649	10/27/1998	28	REGISTERED
United States	CINDERELLA STARCASTLE	75/265,504	3/28/1997	2,200,526	10/27/1998	28	REGISTERED
United States	CITROID	75/119,603	6/17/1996	2,239,215	4/13/1999	28	REGISTERED
United States	CLAMSTER	76/135,459	9/26/2000			28	PENDING
United States	CLASH BEAST	74/489,926	2/14/1994	1,921,029	9/19/1995	28	REGISTERED
United States	COMBAT COMMANDO CANNON	74/421,730	8/9/1993	1,863,281	11/15/1994	28	REGISTERED
United States	COMBAT CRAWLERS	74/392,240	5/17/1993	1,849,481	8/9/1994	28	REGISTERED
United States	COMBAT ZOOKA	74/397,331	6/3/1993	1,855,305	9/20/1994	28	REGISTERED
United States	COSMIC RAYGUN	75/265,592	3/28/1997	2,185,086	8/25/1998	28	REGISTERED

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United States	C-PETS	75/936,393	3/8/2000	2,518,604	12/11/2001	28	REGISTERED
United States	C-PETS & DESIGN	76/258,452	5/18/2000			28	PENDING
United States	CRAZY CODY	76/293,304	8/1/2001			28	PENDING
United States	CUTE KITTEN						NOT FILED
United States	CUTE KITTY						NOT FILED
United States	C-WATCH	75/591,570	11/17/1998			28	PENDING
United States	C-WATCH FLASH	76/029,566	4/20/2000			14	OPPOSED
United States	C-WATCH FLASH	76/021,149	4/7/2000			28	PENDING
United States	C-WATCH JR.	76/047,101	5/15/2000			28	PENDING
United States	C-WATCH KALEIDOSCOPE	76/061,607	6/2/2001			14	PENDING
United States	C-WATCH RAVE	76/220,473	3/7/2001			14	PENDING
United States	C-WATCH ROCKS	76/039,676	5/3/2000			28	PENDING
United States	C-WATCH SCREENIES	76/062,373	6/2/2000			14	PENDING
United States	C-WATCH STRETCHTIME	76/062,372	6/2/2000			14	OPPOSED
United States	C-WATCH SWINGTIME	76/062,374	6/2/2000			14	PENDING
United States	C-WATCH WIRELESS	76/062,371	6/2/2000			14	PENDING

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Country	Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
United States	CYBER CANNON	74/332,113	11/18/1992	1,832,322	4/19/1994	28	REGISTERED
United States	CYBER CLAW						NOT FILED
United States	CYBER RAYBOTS	74/308,179	8/27/1992	1,805,444	11/16/1993	28	REGISTERED
United States	CYBER-GENETIC DINOSAURS	74/347,111	1/11/1993	1,825,884	3/8/1994	28	REGISTERED
United States	CYCLONE FORCE 3	75/749,678	7/13/1999	2,411,425	12/5/2000	28	REGISTERED
United States	D.J. JIGGY		11/3/1998	2,363,256	6/27/2000	28	REGISTERED
United States	DAHLGREN	73/812,550	7/14/1989	1,585,007	2/27/1990	31	RENEWED
United States	DARLING DALMATIONS	74/397,326	6/3/1993	1,846,286	7/19/1994	28	REGISTERED
United States	DARLING KITTIES	74/433,115	9/7/1993	1,887,991	4/4/1995	28	REGISTERED
United States	DARLING PONIES	74/466,381	12/7/1993	1,921,013	9/16/1995	28	REGISTERED
United States	DARLING SEA FRIENDS	74/466,382	12/7/1993	1,921,014	9/19/1995	28	REGISTERED
United States	DARLING ZOO TROOP	74/466,383	12/7/1993	1926557	10/10/1995	28	REGISTERED
United States	DESIGN ONLY (GROOVE FACE WITH SUNGLASSES)		11/17/1998	2,446,841	4/24/2001	28	REGISTERED
United States	DESIGN ONLY (HOT HEAD FROWNING FACE)	75/591,571	11/17/1998	2,451,551	5/15/2001	28	REGISTERED
United States	DESIGN ONLY (MR. TOOTY SMILING FACE DESIGN)	75/591,573	11/17/1998	2,394,159	10/10/2000	28	REGISTERED
United States	DESIGN ONLY (T TRENDMASTERS)	75/070,152	3/11/1996	2,196,213	10/13/1998	16	REGISTERED

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United States	DESIGN ONLY (T TRENDMASTERS)	75/977,015	3/11/1996	2,157,798	5/12/1998	28	REGISTERED
United States	DESIGN ONLY (TRENDMASTERS)		4/19/1995	1,985,333	7/9/1996	16, 28	REGISTERED
United States	DESIGN ONLY (ZOOB PIECE)	75/833,997	10/28/1999	2,458,793	6/5/2001	28	REGISTERED
United States	DIAPER DANCER	74/522,927	7/21/1998	2,360,759	6/20/2000	28	REGISTERED
United States	DIRTY DEMONS	75/522,928	7/21/1998	2,358,515	6/13/2000	28	REGISTERED
United States	DJ JOHNNY BOT	76/168,788	11/22/2000			9, 28	ALLOWED
United States	DOOM SAUCER	75/092,889	4/23/1996	2,093,700	9/2/1997	28	REGISTERED
United States	DR. GROOVE	75/500,232	6/11/1998	2,360,734	6/20/2000	28	REGISTERED
United States	DREAM DROPS	75/561,316	9/29/1998	2,400,732	10/31/2000	28	REGISTERED
United States	DREAM GARDEN	75/283,889	4/30/1997	2,215,349	12/29/1998	28	REGISTERED
United States	DRIVE-IN DINER						NOT FILED
United States	DWOINKERS	76/275,500	6/25/2001			28	PENDING
United States	EXTREME MISSILES	76/308,581	9/5/2001			28	PENDING
United States	FASHION PLANET	75/319,259	7/3/1997	2,265,483	7/27/1999	28	REGISTERED
United States	FIERA	73/740,979	7/18/1988	1,534,205	4/11/1989	14	REGISTERED
United States	FLASH LIGHTNING	76/277,538	6/28/2001			28	PENDING

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United States	FLOWERING SECRETS	75/561,319	9/29/1998	2,394,105	10/10/2000	28	REGISTERED
United States	FUZZY BEANZ	75/500,234	6/11/1998	2,520,524	12/18/2001	28	REGISTERED
United States	GARDEN BOUQUET CASTLE	75/352,056	9/5/1997	2,259,934	7/6/1999	28	REGISTERED
United States	GARDEN CASTLE	75/123,014	5/30/1996	2,096,092	9/9/1997	28	REGISTERED
United States	GEMSTONE CASTLE	75/233,632	1/30/1997	2,188,478	9/8/1998	28	REGISTERED
United States	GHOST TRAP ECTOPLASMIC CONTAINMENT UNIT	75/274,869	4/15/1997	2,191,527	9/22/1998	28	REGISTERED
United States	GHOSTFORMERS	75/187,167	10/24/1996	2,201,946	11/3/1998	28	REGISTERED
United States	GIGGLE N GROW	75/443,780	3/3/1998	2,296,872	11/30/1999	28	REGISTERED
United States	GIRLY	75/491,109	5/27/1998	2,363,013	6/27/2000	28	REGISTERED
United States	GIRLY GIRL	75/553,266	9/17/1998	2,363,204	6/17/2000	28	REGISTERED
United States	GOIN APE	76/308,582	9/5/2001			14, 28	SUSPENDED
United States	GREAT CATCH	74/287,445	6/23/1992	1,795,989	9/28/1993	28	REGISTERED
United States	GROOVIN BEAR						NOT FILED
United States	HAIR PARTY PAZZAZ	75/407,545	12/18/1997	2,433,817	3/6/2001	28	REGISTERED
United States	HALLOWEEN SCREAMERS	74/694,500	6/26/1995	2,036,193	2/4/1997	11	REGISTERED
United States	HALLOWEEN SCREAMERS	75/038,213	12/28/1995	2,143,886	3/17/1998	11, 21, 24	REGISTERED

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United States	HALLOWSCREAM	74/732,896	9/22/1995	1,995,652	8/20/1996	28	REGISTERED
United States	HALLOWSCREAM	75/187,163	10/24/1996	2,224,948	2/23/1999	11, 20, 21, 28	REGISTERED
United States	HARVEST PUMPKIN	75/443,784	3/3/1998	2,288,255	10/19/1999	20, 21	REGISTERED
United States	HARVEST PUMPKIN	75/443,785	3/3/1998	2,288,256	10/19/1999	11	REGISTERED
United States	HERO	74/388,701	5/6/1993		9/13/1994		CANCELLED
United States	HEROIC FIRE SUPERMOON	75/695,768	4/28/1999	2,332,683	3/21/2000	28	REGISTERED
United States	HEROIC PLANET SAND	75/633,992	2/5/1999	2,304,307	12/28/1999	28	REGISTERED
United States	HEROIC TEK SUPERMOON	75/695,767	4/28/1999	2,332,682	3/21/2000	28	REGISTERED
United States	HIDE 'N PEEK	75/652,947	3/3/1999			28	SUSPENDED
United States	HIP HOP ZONE						NOT FILED
United States	HOTHEAD	76/182,232	10/19/2000			28	PENDING
United States	HOUND DOG CHRISTMAS	74/347,310	1/11/1993	1,843,967	7/5/1994	28	REGISTERED
United States	ICE BALLERINA CASTLE	75/245,090	2/21/1997	2,202,103	11/3/1998	28	REGISTERED
United States	ICE MOON ALPHA	75/241,457	2/13/1997	2,200,430	10/27/1998	28	REGISTERED
United States	ICE MOON OMEGA		2/21/1997	2,237,400	4/6/1999	28	REGISTERED
United States	ICE TANK KRYOSPIDER	75/377,455	10/22/1997	2,302,619	12/21/1999	28	REGISTERED

Owner: TRENDMASTERS, INC.
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Owner:	Country	Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
TRENDMASTERS, INC.	United States	INNOVATIVE TIME	73/605,151	6/19/1986	1,454,968	9/1/1987	9, 18, 20, 25, 37, 42	REGISTERED
	United States	INNOVATIVE TIME AND DESIGN	73/356,822	3/26/1982	1,227,457	2/15/1983	14	REGISTERED
	United States	ITTY BITTY POP N' PEEPS	74/276,344	5/15/1992	1,848,256	8/2/1994	28	REGISTERED
	United States	JOHNNY APPLE BOT	76/168,790	11/22/2000			28	PENDING
	United States	JUNGLE PREDATORS	74/501,490	3/18/1994	1,893,832	5/9/1995	28	REGISTERED
	United States	KICK A ** HUNTING'						NOT FILED
	United States	KICKIN' FISHIN'	75/626,530	1/21/1999	2,478,403	8/14/2001	28	REGISTERED
	United States	KICKIN' HUNTIN'	75/638,726	2/11/1999	2,476,284	8/7/2001	28	REGISTERED
	United States	KING EL SMASHO	76/323,260	10/9/2001			9, 28	PENDING
	United States	KING OF THE BEASTS	74/489,650	2/14/1994	1,906,931	7/18/1995	28	REGISTERED
	United States	KING SLUGNUT	76/321,607	10/5/2001			9, 28	PENDING
	United States	KNIGHT SLAMMER	76/323,258	10/9/2001			9, 28	PENDING
	United States	KNIGHT SLUGNOID	76/323,259	10/9/2001			9, 28	PENDING
	United States	KOO KOO KITTY	74/523,553	5/11/1994	1,892,251	5/2/1995	28	REGISTERED
	United States	KOO KOO PETZ						NOT FILED
	United States	L.A. STYLE	74/274,153	5/7/1992	1,802,678	11/2/1993	14	REGISTERED

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Country	Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
United States	LAFFY	75/483,392	5/12/1998	2,302,870	12/21/1999	14	REGISTERED
United States	LAFFY					28	NOT FILED
United States	LIGHT STORM	76/045,538	5/11/2000	2,568,259	5/7/2002	28	REGISTERED
United States	LIGHTNING FORCE 1	75/749,677	7/13/1999	2,534,610	1/29/2002	28	REGISTERED
United States	LIGHTNING STORM						NOT FILED
United States	LIL' DUCKY DO	76/163,584	11/13/2000			28	ALLOWED
United States	LIL' PIGGY TOO	76/163,583	11/13/2000			28	PENDING
United States	LOBIAW	76/135,456	9/26/2000			28	PENDING
United States	LOONEY BALL	74/407,792	6/30/1993	1,865,341	11/29/1994	28	REGISTERED
United States	LOONEY PRESCHOOL	75/136,876	7/19/1996	2,097,219	9/16/1997	28	REGISTERED
United States	LOVIN' TUNEFULS	76/047,103	5/15/2000	2,501,715	10/30/2001	28	REGISTERED
United States	LOVIN' TUNEFULS CHEERLEADERS	75/808,689	9/28/1999	2,464,537	6/26/2001	28	REGISTERED
United States	LUG NUT	76/135,460	9/26/2000			28	PENDING
United States	LUVLITES						NOT FILED
United States	MAD MAD MOLE MASH	75/626,566	1/21/1999	2,491,169	9/18/2001	28	REGISTERED
United States	MADAME LEONA	75/491,113	5/17/1998	2,392,018	10/3/2000	28	REGISTERED

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United States	MAGIC MOMMY	76/039,677	5/3/2000	2,239,791	4/13/1999	9	NOT FILED
United States	MAGIC STORY READER	75/389,142	11/12/1997	2,234,969	3/23/1999	28	PENDING
United States	MAINSTREET PARADE	75/241,909	2/14/1997	1,846,274	7/19/1994	28	REGISTERED
United States	MAKE IT UNIQUE STAMP BOUTIQUE	76/271,222	6/13/2001	2,194,297	10/6/1998	16, 28, 35	REGISTERED
United States	MALL BRAWL	75/265,590	3/28/1997	1,899,979	6/13/1995	28	PENDING
United States	MARTAIN BRAIN DISINTEGRATOR	74/321,684	10/13/1992	2,067,832	6/3/1997	28	REGISTERED
United States	MASTERBOTIX	76/292,591	7/31/2001	2,159,285	5/19/1998	28	REGISTERED
United States	MAX SPEED CARS	75/874,557	12/18/1999				NOT FILED
United States	MAX TUNNEL	76/135,461	9/26/2000				ALLOWED
United States	MAXIMUM SPEED	74/347,199	1/11/1993	1,860,455	10/25/1994	28	REGISTERED
United States	ME-FISTO						PENDING
United States	MEOOW MEOW KITTY						REGISTERED
United States	MERMAID TREASURES						SEARCH
United States	MICROSAURS	74/306,299	8/21/1992	1,899,979	6/13/1995	28	REGISTERED
United States	MINI TEK FIGHTERS	74/721,483	8/28/1995	2,067,832	6/3/1997	28	REGISTERED
United States	MISSION DISK	75/016,595	11/8/1995	2,159,285	5/19/1998	28	REGISTERED

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United States	TRENDMASTERS, INC.	MONSOON FORCE 4	75/749,676	7/13/1999	2,413,211	12/12/2000	28	REGISTERED
United States		MOOCHEY THE MUTT	74/663,133	4/19/1995	1,956,568	2/13/1996	28	REGISTERED
United States		MOONLIGHT CASTLE	75/343,354	8/19/1997	2,259,922	7/6/1999	28	REGISTERED
United States		MR. MOOD	75/500,233	6/11/1998	2,373,626	8/1/2000	14	REGISTERED
United States		MR. MOOD					28	NOT FILED
United States		MR. TOOTY	75/582,167	11/3/1998	2,392,696	10/10/2000	28	REGISTERED
United States		MS. WITCHY & BELFRY						NOT FILED
United States		MUY LOCO	75/936/396	3/8/2000	2,483,745	8/28/2001	28	REGISTERED
United States		NEPTUNE BUBBLE STARCASTLE	75/333,534	7/31/1997	2,200,648	10/27/1998	28	REGISTERED
United States		NEPTUNE STARCASTLE	75/016,722	11/8/1995	2,064,059	5/20/1997	28	REGISTERED
United States		NIGHT LASER	74/340,319	12/15/1992	1,813,067	12/21/1993	28	REGISTERED
United States		NORTH POLE HOTLINE	74/435,648	9/15/1993	1,838,780	6/7/1994	28	REGISTERED
United States		NORTON	76/324,177	10/10/2001			28	PENDING
United States		OCEAN PREDATORS	74/501,491	3/18/1994	1,886,802	3/28/1995	28	REGISTERED
United States		OLLIE THE OCTOPUS	74/186,971	7/22/1991	1,735,760	11/24/1992	28	REGISTERED
United States		OPERATION BUG	75/495,297	6/2/1998	2,312,534	1/25/2000	28	REGISTERED

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United States	PANDA BYTE	75/370,669	10/9/1997	2,245,132	5/11/1999	9	REGISTERED
United States	PARTY PAZAZZ	75/448,827	3/12/1998	2350686	5/16/2000	28	REGISTERED
United States	PEACH SWEETIE	75/415,614	1/9/1998	2,468,111	7/10/2001	28	REGISTERED
United States	PEPPERMINT TEA CASTLE	75/337/041	8/7/1997	2,259,913	7/6/1999	28	REGISTERED
United States	PHOTON FLASH						NOT FILED
United States	PLANET BONE	75/246,038	2/24/1997	2,185,021	8/25/1998	9	REGISTERED
United States	PLANET BONE	75/241,451	2/13/1997	2,182,968	8/18/1998	28	REGISTERED
United States	PLANET FIRE	75/274,868	4/15/1997	2,202,204	11/3/1998	28	REGISTERED
United States	PLANET ICE	75/241,453	2/13/1997	2,185,005	8/25/1998	28	REGISTERED
United States	PLANET REMORA	75/245,088	2/21/1997	2,185,020	8/25/1998	28	REGISTERED
United States	PLANET REPTIZAR	75/246,201	2/24/1997	2,185,025	8/25/1998	16	REGISTERED
United States	PLANET REPTIZAR	75/246,283	2/24/1997	2,182,977	8/18/1998	28	REGISTERED
United States	PLANET ROCK	75/241,452	2/13/1997	2,182,969	8/18/1998	28	REGISTERED
United States	PLANET ROCK	75/256,200	2/24/1997	2,185,024	8/25/1998	9	REGISTERED
United States	PLANET TEK	75/187,161	10/24/1996	2,198,916	10/20/1998	28	REGISTERED
United States	PLANET WATER	75/246,097	2/24/1997	2,182,975	8/18/1998	28	REGISTERED

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United States	PLANET X	75/407,409	12/21/1999			28	PENDING
United States	PLAYMATION	74/494,645	2/28/1994	2,373,074	8/1/2000	28	REGISTERED
United States	POP GIRL	75/526,382	7/27/1998	2,392,062	10/3/2000	28	REGISTERED
United States	POWER CARDS	76/134,199	9/25/2000			16	SUSPENDED
United States	POWER-UP	74/685,050	6/6/1995	2,129,273	1/13/1998	28	REGISTERED
United States	PRETTY PARK CARNIVAL COLLECTION	75/101,520	5/7/1996	2,131,175	1/20/1998	28	REGISTERED
United States	PRIMORDIAL	75/485,273	5/14/1998	2,229,010	3/2/1999	28	REGISTERED
United States	PSYCHEDELIC FEEDBACK	75/789,675	9/1/1999	2,466,532	7/3/2001	28	REGISTERED
United States	RUMBLE ARMOR	76/322,082	10/4/2001			28	PENDING
United States	RUMBLE CARS	76/249,002	5/1/2001			9, 16, 28	PUBLISHED
United States	RUMBLE CLUB						SEARCH
United States	RUMBLE CONES	76/300,446	8/16/2001			28	PENDING
United States	RUMBLE GLADIATORS	76/342,321	11/27/2001			28	PENDING
United States	RUMBLE HAMMERS	76/300,442	8/16/2001			28	PENDING
United States	RUMBLE RIPPERS	78/110,857	2/25/2002			28	PENDING
United States	RUMBLE ROBOT RUMBLE TRAPS	76/300,448	8/16/2001			9, 28	PENDING

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Country	Mark	App.#	App. Dt	Reg.#	Reg. Dt	Classes	Status
United States	RUMBLE ROBOTS	76283,699	7/12/2001			25	PENDING
United States	RUMBLE ROBOTS	76207,680	2/9/2001			16, 28	PENDING
United States	RUMBLE ROBOTS & DESIGN	76210,624	2/9/2001			16, 28	PENDING
United States	RUMBLE ROBOTS INVASION	78108,816	2/14/2002			16, 28	PENDING
United States	RUMBLE ROOM	76338,881	11/15/2001			41	PENDING
United States	RUMBLE WARS	76293,302	8/1/2001			28	PENDING
United States	RUMBLE WIRE	76300,441	8/16/2001			9, 28	PENDING
United States	RUMBLE WORLD	76355,900	1/7/2002			16, 28	PENDING
United States	SMILEYO'S	74506,100	3/28/1994	1,910,221	8/8/1995	28	REGISTERED
United States	SPATTERS	74391,777	5/18/1993	1,845,196	7/12/1994	28	REGISTERED
United States	SPATTERS	75187,162	10/24/1996	2,163,347	6/9/1998	9, 20, 28	REGISTERED
United States	SPOOKY TUNES	74517,991	4/28/1994	1,887,302	4/4/1995	28	REGISTERED
United States	SPORTS MASTER	73641,976	1/29/1987	1,456,311	9/8/1987	9	REGISTERED
United States	SPORTS MASTER	73567,767	11/12/1985	1,507,866	10/11/1988	9, 14	REGISTERED
United States	SPRINKLES	74669,026	5/2/1995	2,011,142	10/22/1996	28	REGISTERED
United States	SPUTTY BALL	75074,189	3/18/1996	2,052,436	4/15/1997	28	REGISTERED

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Country	Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
United States	STAR DANCER						SEARCH
United States	STARCASTLE	74/663,131	4/19/1995	2,005,292	10/1/1996	28	REGISTERED
United States	STARCASTLE PONIES	75/168,576	9/19/1996	2,127,862	1/16/1998	28	REGISTERED
United States	STARCASTLE STARDANCERS	75/924,342	2/24/2000			28	PENDING
United States	STOCKING STUFF						NOT FILED
United States	STONE HURLING BEASTS		9/7/1993	1,874,767	1/17/1995	28	REGISTERED
United States	STORM	76/130,978	9/15/2000			28	SUSPENDED
United States	STORM	76/065,325	6/8/2000			28	PENDING
United States	STORM ANGELS	76/241,595	4/17/2001			28	PENDING
United States	STORM BUBBLES	76/047,102	5/16/2000			28	SUSPENDED
United States	STORM DESIGN	76/133,437	9/15/2000			28	PENDING
United States	STORM LIGHT WARS	76/249,004	5/1/2001			28	PENDING
United States	STORM RAIDER	76/304,905	8/27/2001			28	PENDING
United States	STRAWBERRY SWEETIE	75/415,613	1/9/1998	2,468,110	7/10/2001	28	REGISTERED
United States	STREET SWEEPER		11/18/1992	1,834,774	5/3/1994	28	REGISTERED
United States	STROBIE	76/283,891	4/30/1997	2,241,146	4/20/1999	28	REGISTERED

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United States	SUNBEAM CASTLE	75/343,355	8/19/1997	2,259,923	7/6/1999	28	REGISTERED
United States	SUNSHINE COLLECTION	75/101,524	5/7/1996	2,096,057	9/9/1997	28	REGISTERED
United States	SUPER FLEX	75/104,035	5/14/1996	2,124,335	12/23/1997	28	REGISTERED
United States	SUPER SPACE GUN	75/161,324	9/5/1996	2,160,928	5/26/1998	28	REGISTERED
United States	SUPERMOON	75/375,427	10/17/1997	2,245,139	5/11/1999	28	REGISTERED
United States	SUSHI SAM	76/258,453	5/18/2001			28	PENDING
United States	SYSTEM X	75/222,983	1/9/1997	2,184,939	8/25/1998	28	REGISTERED
United States	T TRENDMASTERS	75/526,793	7/27/1998	2,274,367	8/31/1999	9, 11, 14, 20, 21, 28	REGISTERED
United States	TAILWIND		9/22/1995	1,993,590	8/13/1996	28	REGISTERED
United States	TAKE FIVE						NOT FILED
United States	TEACUP COLLECTION	75/265,627	3/28/1997	2,200,527	10/27/1998	28	REGISTERED
United States	TEDDY TUTOR	74/365,151	3/5/1993	1,995,830	8/20/1996	28	REGISTERED
United States	TEK AIR RIPPERS						NOT FILED
United States	TEK COPTER	74/721,205	8/28/1995	2,093,513	9/2/1997	28	REGISTERED
United States	TEK DISK	75/370,664	10/9/1997	2,250,486	6/1/1999	28	REGISTERED
United States	TEK FIGHTERS	74/685,049	6/6/1995	2,041,289	2/25/1997	28	REGISTERED

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Country	Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
United States	TEK GEAR	75/669,027	5/2/1995	2,024,608	12/17/1996	28	REGISTERED
United States	TEK SAM	76/271,215	6/13/2001			28	PENDING
United States	TEK STORM	76/336,488	11/13/2001			28	PENDING
United States	THE MAGIC OF MAIN STREET	74/590,762	10/26/1994	2,021,263	12/3/1996	28	REGISTERED
United States	THE STORM	75/673,379	4/2/1999			28	PUBLISHED
United States	THE STORM SMART WATER						NOT FILED
United States	THE STORM STICKY WATER						NOT FILED
United States	THIRSTY BEAR						NOT FILED
United States	THUNDER FORCE 6	75/766,890	8/2/1999	2,494,894	10/2/2001	28	REGISTERED
United States	TIME SQUARE	74/689,836	6/16/1995	2,084,558	7/29/1997	20	REGISTERED
United States	TINY DREAMERZ	75/518,838	7/13/1998	2,363,115	6/27/2000	28	REGISTERED
United States	TREASURE CASTLE	75/171,042	9/24/1996	2,217,651	1/12/1999	28	REGISTERED
United States	TRENDMASTERS	74/254,028	3/10/1992	1,752,704	2/16/1993	28	REGISTERED
United States	TRIPLE LOOP CRASH TRACKS	76/220,454	3/7/2001			28	PENDING
United States	TRI-RAPA-CERATOPS	76/220,466	3/7/2001			28	PUBLISHED
United States	TRUE LOVE COLLECTION	75/479,849	5/5/1998	2,406,785	11/21/2000	28	REGISTERED

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United States	T-SHOCK	76/308,473	9/5/2001			28	SUSPENDED
United States	TSUNAMI BALLS	76/130,976	9/15/2000			28	PENDING
United States	TSUNAMI FORCE 5	75/763,787	7/29/1999	2,496,919	10/9/2001	28	REGISTERED
United States	TURBO FLYERS	74/306,298	8/21/1992	1,814,491	12/28/1993	28	REGISTERED
United States	TYPHOON FORCE 2	75/766,891	8/3/1999	2,394,369	10/10/2000	28	REGISTERED
United States	UNLIMITOR	75/796,133	9/9/1999				PENDING
United States	WAR PLANETS	75/250,360	3/3/1997	2,234,992	3/23/1999	41	REGISTERED
United States	WAR PLANETS	75/246,203	2/24/1997	2,185,026	8/25/1998	9	REGISTERED
United States	WAR PLANETS	75/246,275	2/24/1997	2,182,976	8/18/1998	16	REGISTERED
United States	WAR PLANETS	75/223,492	1/2/1997	2,182,925	8/18/1998	28	REGISTERED
United States	WEDDING CAKE CASTLE	75/149,442	8/13/1996	2,154,253	4/28/1998	28	REGISTERED
United States	WHOSE SIDE ARE YOU ON?!	76/186,684	12/22/2000				PUBLISHED
United States	WILD THING						NOT FILED
United States	WINGED-BOTS	74/321,685	10/13/1992	1,854,248	9/13/1994	28	CANCELLED
United States	WINTER FACE DESIGN IN CIRCLE	74/506,669	3/28/1994	1,915,171	8/29/1995	28	REGISTERED
United States	WINTER FACE IN SQUARE DESIGN	74/663,135	4/19/1995	1,988,255		28	REGISTERED

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Owner:	Country	Mark	App.#	App. Dt	Reg.#	Reg. Dt	Classes	Status
TRENDMASTERS, INC. 611 North Tenth Street St. Louis, Missouri 63101	United States	WISHING GEMSTONE BEAUTIES	74/488,399	2/9/1994	1,872,636	1/10/1995	28	REGISTERED
	United States	WISHING GEMSTONE PONIES	74/488,444	2/9/1994	1,872,637	1/10/1995	28	REGISTERED
	United States	WUVLUVS	75/922,776	2/22/2000	2,473,223	7/31/2001	28	REGISTERED
	United States	WWW.TRENDMASTERS.COM VISIT OUR SITE	75/626,567	1/21/1999	2,493,810	10/2/2001	35	REGISTERED
	United States	WWW.TRENDMASTERS.COM VISIT OUR SITE					42	NOT FILED
	United States	X1 PROTON BLASTER	75/241,908	2/14/1997	2,239,438	4/13/1999	28	REGISTERED
	United States	X1 RECOIL BLASTER	74/213,165	10/17/1991	1,749,495	1/26/1993	28	REGISTERED
	United States	X2 NITRO BLASTER	74/213,166	10/17/1991	1,766,829	4/20/1993	28	REGISTERED
	United States	X3 CYBER BLASTER	74/213,168	10/17/1991	1,749,497	1/26/1993	28	REGISTERED
	United States	X4 CYBER BLASTER	74/213,167	10/17/1991	1,749,496	1/26/1993	28	REGISTERED
	United States	X6 CYBER CLAW	74/263,376	4/7/1992	1,795,980	9/28/1993	28	CANCELLED
	United States	X-BOTS	76/134,166	9/25/2000			16, 28	SUSPENDED
	United States	X-RAY DINOS	74/340,318	12/15/1992	1,850,376	8/16/1994	28	CANCELLED
	United States	X-RAY RIFLE	75/265,591	3/28/1997	2,211,749	12/15/1998	28	REGISTERED
	United States	YOU GOTTA GET THE CARDS TO GET THE POWER	76/308,650	9/5/2001			16, 28	PENDING
	United States	ZANIACS	74/663,909	4/19/1995	2,014,508	11/5/1996	28	REGISTERED

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Owner:	County	Mark	App. #	App. Dt	Reg. #	Reg. Dt	Classes	Status
TRENDMASTERS, INC.	United States	ZOOB	75/063,029	2/26/1996	2,184,475	8/25/1998	28	REGISTERED
	United States	ZOOBDUDE	75/833,984	10/28/1999	2,448,855	5/8/2001	28	REGISTERED
	United States	ZOOKA BLASTER	74/433,116	9/7/1993	1,873,348	1/10/1995	28	REGISTERED
	United States	ZOOKA FORCE	74/407,788	6/30/1993	1,895,635	5/23/1995	28	REGISTERED
	Venezuela	STARCASTLE	004627/97	3/13/1997		1/26/1998	28	REGISTERED
	Venezuela	TRENDMASTERS & DESIGN	14362	8/29/1996			28	ALLOWED

RECORDED: 09/16/2002

TRADEMARK
REEL: 002582 FRAME: 0462