

09-17-2002



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

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Gen Con LLC

9.12.02

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

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

3. Nature of conveyance:

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

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: Wizards of the Coast, Inc.

Internal Address: Legal Department

Street Address: 1801 Lind Avenue SW

City: Renton State: WA Zip: 98055

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

1,127,076

~~1,973,625~~

Additional number(s) attached  Yes  No

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

Name: Kirk Soderquist, Esq.

Internal Address: Perkins Coie LLP

Suite 1800

Street Address: 411-108th Avenue NE

City: Bellevue State: WA Zip: 98004

6. Total number of applications and registrations involved: \_\_\_\_\_

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

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.

Loren Greenwood, COO

Name of Person Signing

Loren Greenwood  
Signature

Date

8

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

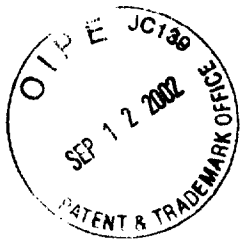
09/17/2002 LINDSEY 00000044 1127076

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

01 FC:441  
02 FC:402

40.00 OP  
25.00 OP

TRADEMARK  
REEL: 002583 FRAME: 0032



## SECURITY AGREEMENT

This Security Agreement (this "Security Agreement") is entered into as of May 21, 2002, (the "Effective Date") by Gen Con LLC, a Washington limited liability company, ("Debtor") and Wizards of the Coast, Inc., a Washington corporation ("Secured Party").

Secured Party and Debtor agree as follows:

### 1. Collateral

The "Collateral" consists of all of the following property described in Exhibit A attached hereto. This Security Agreement does not secure any obligation described above that is secured by a consensual lien on real property.

### 2. Grant of Security Interest

Debtor hereby grants Secured Party a security interest in the Collateral to secure the payment and performance of the Obligations (as defined below).

### 3. Obligations

The "Obligations" consist of all present and future payment and performance obligations of Debtor to Secured Party, including, without limitation, the following:

- (a) the Promissory Note dated as of May 21, 2002, between Debtor and Secured Party (the "Note");
- (b) Debtor's present and future obligations under the Purchase and Sale Agreement dated as of May 21, 2002, between Debtor, Secured Party, Peter Adkison, TSR, Inc., and Hasbro, Inc., (the "Purchase Agreement");
- (c) the repayment of (i) any amounts that Secured Party may advance or spend for the maintenance or preservation of the Collateral and (ii) any other expenditures that Secured Party may make under the provisions of this Security Agreement or for the benefit of Debtor;
- (d) all amounts owed under any modifications, renewals or extensions of any of the foregoing obligations;
- (e) all other amounts now or in the future owed by Debtor to Secured Party; and
- (f) any of the foregoing that arise after the filing of a petition by or against Debtor under the Bankruptcy Code, even if the obligations do not accrue because of the automatic stay under Bankruptcy Code § 362 or otherwise.

Regardless of the adequacy of any security that Secured Party may at any time hold hereunder and regardless of the adequacy of any other security that Secured Party may obtain from Debtor in connection with any other transaction, any deposits or other monies owing from Secured Party to Debtor will (as collateral in the possession of Secured Party) constitute additional security for, and may be set off against, obligations secured hereby even though said obligations may not then be due.

### 4. Perfection of Security Interests

**4.1 Filing of Financing Statements.** Debtor authorizes Secured Party to file financing statements, amendments, applications for registration, other forms under the Uniform Commercial Code ("UCC") or Personal Property Security Act, and like documents, describing the Collateral (including, without limitation, financing statements with the collateral description on Exhibit A attached hereto).

**4.2 Possession.** Debtor will have possession of the Collateral, except where expressly provided otherwise in this Security Agreement or where Secured Party chooses to perfect its security interest by possession in addition to the filing of a financing statement. Where Collateral is in the possession of a third party, Debtor will notify the third party of Secured Party's security interest and join with Secured Party in obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Secured Party.

**4.3 Control Agreements and Chattel Paper Legends.** Debtor will cooperate with Secured Party in obtaining a control agreement in form and substance satisfactory to Secured Party with respect to Collateral consisting of deposit accounts, investment property, letter-of-credit rights and electronic chattel paper. Debtor will not create or acquire any chattel paper without placing a legend thereon acceptable to Secured Party indicating that Secured Party has a security interest in such chattel paper.

**4.4 Statutory Liens.** Debtor authorizes Secured Party to file a financing statement describing any agricultural liens or other statutory liens held by Secured Party.

5. **Post-Closing Covenants and Rights Concerning the Collateral**

5.1 **Personal Property; Preservation; Inspection.**

The Collateral will remain personal property at all times. Debtor shall not affix any of the Collateral to any real property in any manner that would change its nature from that of personal property to real property or to a fixture. Debtor will keep all tangible Collateral in good repair, save for normal wear and tear. Debtor will pay before delinquency all taxes or other governmental charges levied against the Collateral and will pay any tax that may be levied on any obligation secured hereby. Secured Party has no duty to collect any income accruing on the Collateral or to preserve any rights relating to the Collateral. Debtor has the risk of loss of the Collateral. Secured Party does not authorize Debtor, and Debtor agrees not without Secured Party's prior consent, to (a) sell or lease Collateral that comprises more than one-third of the value of the Collateral, not including the sale or lease of the Castle, (b) license any of the Collateral, except for a license of the Collateral for use outside of the United States, or (c) grant any other security interest in or otherwise encumber or restrict any of the Collateral. Secured Party and its agents and advisors may inspect any such Collateral at reasonable times and intervals and may for this purpose enter the premises upon which such Collateral is located. Debtor will at all reasonable times allow Secured Party and its agents and advisors to examine, inspect and make copies at Secured Parties expense of all of Debtor's books and records.

5.2 **Insurance.** Debtor will keep all tangible Collateral continuously insured against fire, theft and other hazards in an amount not less than Five Hundred Thousand Dollars (\$500,000), and the insurance policies covering such Collateral for such risks will provide that Secured Party is loss payee thereof and that notice of cancellation be given to Secured Party prior to cancellation. If any of such Collateral becomes damaged or lost from any cause whatsoever prior to full satisfaction of the Obligations, then Debtor will proceed diligently and cooperate fully with Secured Party in the recovery of any and all proceeds of insurance applicable thereto. Secured Party will have full power to collect any and all insurance proceeds of such Collateral and to apply the same at its option to any obligation secured hereby, whether or not matured, or to the restoration or repair of such Collateral. Secured Party will have no liability whatsoever for, and be held harmless by Debtor for, any loss that may occur by reason of omission or lack of coverage of any such insurance.

5.3 **Preservation of Debtor.** Until the Obligations are paid in full, Debtor will preserve its corporate existence and not, in one transaction or a series of related

transactions, merge into or consolidate with any other entity, or sell all or substantially all of its assets without the prior written consent of Secured Party.

5.4 **Notice of Changes.** Debtor will promptly, in advance when possible, and in any event within fifteen (15) calendar days, give Secured Party written notice of each occurrence of any of the following events occurring after execution of this Security Agreement and before the Obligations have been satisfied in full:

- (a) Debtor files any copyright registrations or patent or trademark applications, or Debtor obtains any federally registered patents or trademarks; or
- (b) Debtor's legal name or its state of organization (or, if none, its residence) changes.

Upon Secured Party's written request, Debtor will execute and deliver to Secured Party one or more supplements to this Security Agreement, each in form and content satisfactory to Secured Party, to reflect such a change.

5.5 **Additional Commercial Tort Claims.** If from time to time after the date of this Security Agreement any Tort Claim accrues to Debtor or Debtor discovers it has any Tort Claim, then Debtor will promptly, and in any case within fifteen (15) calendar days, execute and deliver to Secured Party one or more duly completed and executed addenda to this Security Agreement in the form attached hereto as Exhibit D describing such Tort Claim. "Tort Claim" means any commercial tort claim (including, without limitation, counterclaims and cross-claims) in favor of Debtor that Debtor intends or is likely to or could assert in an amount exceeding \$50,000.

5.6 **Accounts.** Unless notified otherwise by Secured Party, Debtor will have the right to collect the proceeds of accounts directly from its account debtors. Upon an Event of Default, Debtor will notify its account debtors of the security interest in such accounts. Thereafter, Secured Party will have the right to collect, compromise, release or discharge and otherwise deal with such account debtors on Debtor's behalf. In the event of an Event of Default, Debtor hereby designates and appoints Secured Party, its successors and assigns Debtor's true and lawful agent and attorney, with power irrevocable, for Debtor and in Debtor's name, place and stead, to ask, demand, receive, and give acquittance for any and all amounts that may be or become due by any other party in connection with any such accounts and, at its sole option, to file any claim or take any action or proceeding either in its own name, or in the name of Debtor or otherwise, that Secured Party deems necessary or desirable in order to collect or enforce payment of any and all accounts.

5.7 **Expenses.** Secured Party is not required to, but may at its option, pay any tax, insurance premium or other charges payable by Debtor and any filing fees or recording fees, and any amount so paid, with interest thereon at the maximum rate permitted by law from date of payment until repaid, will be secured hereby and repayable by Debtor upon demand. The rights granted in this paragraph are not a waiver of any other rights of Secured Party arising from breach of any of the covenants hereof by Debtor.

5.8 **Release of Collateral.** Debtor acknowledges that Secured Party is taking a security interest in Collateral for Secured Party's sole benefit and that Secured Party will have the absolute right, in its sole discretion, to release any items of Collateral at any time without affecting or diminishing the liability of Debtor to Secured Party for any remaining or future indebtedness. Secured Party will also have the right, in its sole discretion, to release, settle or compromise the liability of any guarantor of Debtor's indebtedness to Secured Party without affecting or diminishing the liability of Debtor to Secured Party for all remaining or future indebtedness.

## 6. Representation and Warranties

Debtor represents and warrant as follows:

- (a) Debtor is duly organized and validly existing. It has rights in or the power to transfer the Collateral, and they own the Collateral free of all adverse claims, liens, security interests, encumbrances and restrictions on transfer or pledge except as created by this Security Agreement, and Debtor will not allow or grant any lien, claim, security interest, encumbrance or other restriction in the Collateral other than that created by this Agreement without separate consent in a writing executed by Secured Party.
- (b) (i) Debtor's exact legal names is as set forth in the first paragraph of this Security Agreement; (ii) Debtor's Federal Employer Identification Numbers are as set forth as such in Exhibit B attached hereto; (iii) Debtor's state of organization is the state set forth as such in Exhibit B attached hereto; (iv) Debtor's chief executive office is at the addresses set forth for such in Exhibit B attached hereto; and (v) all locations where any Collateral is located or where any books and records are located is set forth in Exhibit B attached hereto.
- (c) Debtor does not own any personal property constituting or consisting of consumer goods.

- (d) Exhibit C identifies all currently existing Tort Claims, whether filed or unfiled.
- (e) Exhibit C identifies all of Debtor's trademark registrations and applications for registration.
- (f) Exhibit C identifies all of Debtor's copyright registrations.
- (g) Exhibit C identifies all patents and patent applications that are owned or filed by Debtor, of which Debtor is the assignee, of which the inventors are under contractual or other legal obligation to assign to Debtor, or to which Debtor otherwise claims or intends to claim ownership rights.
- (h) All financial statements, balance sheets, and any and all other financial data heretofore or hereafter furnished to Secured Party thoroughly represent the financial condition of Debtor as of the periods for which they are furnished, and all other information furnished to Secured Party is accurate and correct in all material respects.
- (i) At the time any account becomes subject to a security interest in favor of Secured Party, (i) the Debtor is the lawful owner of such account and has good right to grant a security interest therein to Secured Party; and (ii) such account will not have been sold, assigned or transferred to any person other than Secured Party or in any way encumbered except to Secured Party.

## 7. Events of Default

The occurrence of any of the following will, at the option of Secured Party, be an "Event of Default":

- (a) any default by Debtor under this Security Agreement, the Note, the Purchase Agreement or any of the other Obligations;
- (b) Debtor's failure to comply with any of the provisions of, or the incorrectness of any representation or warranty contained in, this Security Agreement, the Note, the Purchase Agreement or in any of the other Obligations;
- (c) Debtor makes any material misrepresentation for the purpose of obtaining credit or an extension of credit or modified terms therefor;
- (d) transfer or disposition of any of the Collateral, except as expressly permitted by this Security Agreement;

- (c) loss of, substantial damage to, or destruction of any portion of the Collateral;
- (f) entry of any judgment exceeding \$100,000 against Debtor;
- (g) any account of Debtor exceeding \$100,000 becomes uncollectible;
- (h) the cessation of Debtor's business operations, the insolvency of Debtor, an admission in writing of its inability to pay debts as they mature, the institution by or against Debtor of any bankruptcy, reorganization, debt arrangement, assignment for the benefit of creditors, or other proceeding under any bankruptcy or insolvency law or dissolution, receivership, or liquidation proceeding;
- (i) attachment, execution, garnishment or levy against any property of Debtor;
- (j) Debtor fails to comply with or becomes subject to any administrative or judicial proceeding under any federal, state or local hazardous waste or environmental law, asset forfeiture or similar law that can result in the forfeiture of property, or other law where noncompliance may have any significant effect on the Collateral;
- (k) Secured Party at any time receives a report indicating that a financing statement has been filed describing any Collateral and naming as secured party any person or entity other than Secured Party; or
- (l) Debtor fails after any reasonable request of Secured Party to furnish financial information or permit the inspection of books or records of Debtor.

#### 8. Consequence of Default

Upon the occurrence of an Event of Default, the entire amount of the indebtedness and obligation secured by this Security Agreement will then or at any time thereafter, at the option of Secured Party, become immediately due and payable without presentment, protest, notice or demand, all of which Debtor hereby expressly waives, and Secured Party will have an immediate right to pursue the remedies provided herein and any other remedies available under applicable laws.

#### 9. Remedies

Upon the occurrence of an Event of Default, Secured Party will have, in addition to all of the rights and remedies at law or in equity, the remedies of a secured party under the applicable UCC or Personal Property Security Act. Secured Party has no obligation to attempt to satisfy the

Obligations by collecting them from any other person liable for them and Secured Party may release, modify or waive any collateral provided by any other person to secure any of the Obligations, all without affecting Secured Party's rights against Debtor, and Debtor waives any right it may have to require Secured Party to pursue any third person for any of the Obligations. Secured Party has no obligation to marshal any assets in favor of Debtor, or against or in payment of the Note, any of the other Obligations, or any other obligation owed to Secured Party by Debtor or any other person, or to proceed in reverse order of alienation. Regardless of where any Collateral or books and records are located, Secured Party may require Debtor to assemble all Collateral and books and records in one or more locations and make available to Secured Party such Collateral and books and records, and Debtor will put Secured Party in possession of the Collateral and books and records on demand. Secured Party is authorized to enter any premises where Collateral or books and records are situated and take possession of the Collateral and books and records without notice or demand and without legal proceedings. Secured Party may use Collateral in its possession for any purpose and in any manner. If Secured Party disposes of any of the Collateral, Debtor will pay any deficiency remaining after application of the net proceeds to any indebtedness secured hereby. Debtor acknowledges that Secured Party's giving five (5) calendar days' notice is reasonable in any circumstances where Secured Party may be required by law to give Debtor notice. Secured Party in its sole discretion may, with or without notice, which notice Debtor hereby waives, upon filing suit to enforce or preserve its rights under this Security Agreement or at any time while such suit is pending, apply for and secure the appointment of a receiver to take possession of the Collateral and Debtor's business and the income, rents and proceeds therefrom. Debtor hereby expressly waives any requirement that Secured Party or the receiver post a bond upon the appointment of such receiver. Secured Party is specifically entitled to retain all or any portion of the Collateral and apply the proceeds therefrom to remedy the default or to secure any deficiency after exhaustion of any other security. All the rights, privileges, powers and remedies of Secured Party are cumulative. No delay or omission by Secured Party to exercise any right or remedy accruing upon any Event of Default will (a) impair any right or remedy, (b) waive any Event of Default or operate as an acquiescence to the Event of Default, or (c) affect any subsequent Event of Default of the same or of a different nature.

#### 10. Foreclosure Procedures

Secured Party has no obligation to clean up or otherwise prepare the Collateral for sale, and may comply with any

applicable state of federal law requirements in connection with a disposition of the Collateral, and may sell the Collateral without giving any warranties as to the Collateral, and will not by virtue thereof be considered to adversely affect the commercial reasonableness of any sale of the Collateral. If Secured Party sells any of the Collateral on credit, Debtor will be credited only with payments actually made by the purchaser, received by Secured Party and applied to the indebtedness of the purchaser. In the event Secured Party purchases any of the Collateral being sold, Secured Party may pay for the Collateral by crediting some or all of the Obligations of Debtor. Notwithstanding any rights given to Debtor under statute or the common law to designate how payments will be applied, Debtor hereby waives such rights, and Secured Party will have the right in its sole discretion to determine the order and method of application of the Collateral or proceeds therefrom to the indebtedness and obligations secured pursuant to this Security Agreement. Secured Party may revise such application prospectively or retroactively in its sole discretion.

#### 11. Waivers

Debtor hereby waives demand, notice, protest, notice of acceptance of this Security Agreement, notice of credit extended or other action taken in reliance hereon and all other demands and notices of any description. This Security Agreement may not be qualified or supplemented by course of performance or course of dealing. No waiver or modification by Secured Party of any of the terms or conditions of this Security Agreement will be effective unless in writing and signed by Secured Party. No waiver or indulgence by Secured Party as to any required performance or other obligation of Debtor will be construed as a waiver of any right on any future occasion. Debtor waives any failure of Secured Party to take, perfect or keep perfected any security interest.

#### 12. Expenses; Attorneys' Fees

Debtor will pay on demand the amount of all costs and expenses incurred by Secured Party to protect or enforce its rights with respect to this Security Agreement, the Note, the Purchase Agreement or the Collateral, including (a) any attorneys' fees or costs Secured Party incurs in connection with any contested matter or adversary proceeding in a bankruptcy case, whether or not Debtor is the debtor in such case; (b) any attorneys' fees or costs arising from any appeal from such a contested matter or adversary proceeding; (c) any attorneys' fees or costs arising from a non-bankruptcy insolvency proceeding or action (or appeals therefrom); (d) any attorneys' fees or costs Secured Party incurs, with or without institution of a

legal proceeding or action, to evaluate or pursue claims of Secured Party; (e) any attorneys' fees or costs in any action or proceeding in trial or appellate courts, whether in a bankruptcy or non-bankruptcy forum, to satisfy the Obligations or realize on the Collateral, whether such attorneys' fees or costs are incurred prior to or subsequent to foreclosure or judgment or post-judgment; (f) expenses of title or public records searches and all court costs; and (g) any attorneys' fees or costs Secured Party incurs in defending challenges or claims by Debtor or by any third parties, whether or not an action or proceeding is commenced. The sums agreed to be paid pursuant to this section are secured by this Security Agreement.

#### 13. Assignment and Successors

This Security Agreement will bind and inure to the benefit of the heirs, legatees, executors, administrators, successors and assigns of Secured Party and will bind all persons who become bound as a debtor to this Security Agreement. Secured Party does not consent to any assignment by Debtor except as expressly provided in this Security Agreement. Secured Party may assign its rights and interests under this Security Agreement. If Secured Party makes such an assignment, Debtor will render performance under this Security Agreement to the assignee. Debtor waives and will not assert against any assignee any claims, defenses or set-offs that Debtor could assert against Secured Party except defenses that cannot be waived.

#### 14. Notices

Any notices explicitly required by the express terms of this Security Agreement must be given in writing and will not be effective until either (a) one day after proper deposit with recognized courier for overnight delivery, (b) two days after proper mailing by certified mail or registered mail, with return receipt requested, or (c) personally delivered, in each case to the intended recipient at its last known address. All other notices may be given by first-class U.S. mail or confirmed facsimile and will be effective upon mailing or transmission.

#### 15. Business Purpose

Debtor acknowledges that the Obligations were incurred solely for business or commercial purposes and not for personal, family or household purposes, and that the Collateral is held entirely for Debtor's business or commercial purposes and not for personal, family or household purposes.

#### 16. Limitation

Except for any liability as may be imposed under UCC § 9-625 for failure to comply with the provisions of UCC

Article 9, SECURED PARTY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING ANY LIABILITY FOR LOST PROFITS, LOST SALES, LOST OPPORTUNITIES, OR LOSS OR CORRUPTION OF DATA. IN NO EVENT WILL SECURED PARTY'S AGGREGATE LIABILITY TO DEBTOR UNDER THIS SECURITY AGREEMENT EXCEED \$1,000.

**17. Integration; Rules of Construction**

This Security Agreement is the entire agreement of Debtor and Secured Party concerning its subject matter. Any term used in the UCC and not defined in this Security Agreement has the meaning given to such term in the UCC. This Security Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between the parties. No reference to "proceeds" in this Security Agreement authorizes any sale, transfer, or other disposition of the Collateral by Debtor.

**18. Severability**

If any provision of this Security Agreement is held invalid or unenforceable, then the remainder of this Security Agreement will remain in full force and effect, and the invalid provision will be enforced to the maximum extent permissible in order to effect the purposes of this Security Agreement.

**19. Governing Law**

This Security Agreement will be governed by the laws of the State of Washington, without regard to its conflicts of law principles to the contrary.

**20. Further Assurances**

Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Party to evidence or perfect the security interest granted herein or to effect the rights granted to Secured Party herein.

**21. Execution**

This Security Agreement may be executed in counterparts and by facsimile.

**NOTICE: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

That parties have signed this Security Agreement as of the day and year first above written.

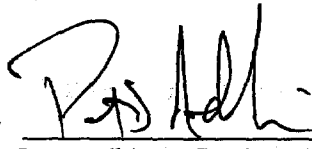
**Secured Party:**

Wizards of the Coast, Inc.

By   
Vincent A. Calouri, Sr., President

**Debtor:**

Gen Con LLC

By   
Peter Adkison, Gaming Mogul, Manager

## EXHIBIT A

### Collateral Description

The Collateral includes all of Debtor's now owned or hereafter acquired assets (other than consumer goods), including without limitation the following: (a) accounts, including health-care-insurance receivables; (b) chattel paper; (c) inventory and equipment; (d) instruments, including promissory notes; (e) investment property; (f) deposit accounts; (g) commercial tort claims; (h) letter-of-credit rights; (i) general intangibles, including without limitation all (i) domain names; (ii) software; (iii) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith and any renewals thereof, and associated goodwill in any of Debtor's businesses; (iv) works of authorship and copyrights, whether registered or unregistered; (v) patents, patent applications, patent rights, all registrations and recordings thereof, and all applications in connection therewith, and any renewals, divisions, continuations, continuations in part, reissues, or extensions thereof; and (vi) all income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including without limitation damages and payments for past, present and future infringement, dilution, misappropriation, or other violation of the foregoing, and all rights corresponding to any of the foregoing throughout the world; and (j) to the extent not listed above as original collateral, supporting obligations and proceeds and products of the foregoing and all payments under insurance (whether or not Secured Party is the loss payee thereof) of such collateral.