

12-26-2002

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):

SPENCER GIFTS LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other LIMITED LIABILITY COMPANY

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

3. Nature of conveyance:

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

Execution Date: DECEMBER 4, 2002

2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK, AS

Internal ADMINISTRATIVE AGENTAddress: LIEN PERFECTION UNITStreet Address: P.O. BOX 2558City: HOUSTON State: TX Zip: 77252

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

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

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

A. Trademark Application No.(s)

SEE SCHEDULE A ATTACHED HERETO.

B. Trademark Registration No.(s)

SEE SCHEDULE A ATTACHED HERETO.

Additional number(s) attached ☒ Yes ☐ No

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

Name: JACKIE LEEInternal Address: ACCESS INFORMATION SERVICES, INC.Street Address: 1773 WESTERN AVENUECity: ALBANY State: NY Zip: 122036. Total number of applications and registrations involved: 127. Total fee (37 CFR 3.41).....\$ 315.00

- ☒ 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.

JACKIE LEE

Name of Person Signing

Signature

Date

12-6-02

12/26/2002 LMUeller 00000204 1388630

Total number of pages including cover sheet, attachments, and document: 8

01 FC:8521
 02 FC:8522
 03 FC:8524

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

TRADEMARK
 REEL: 2588 FRAME: 0609

**Schedule 1
to Trademark
Security Agreement**

SPENCER GIFTS LLC

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
A2Z The Best of Everything	1388630	April 1, 1986
DAPY	1689438	May 26, 1992
FORBIDDEN PLEASURES	2081567	July 22, 1997
FRIGHT STUFF & DESIGN	2123409	December 23, 1997
FRIGHT STUFF & DESIGN	1518073	December 27, 1988
GOLD-PLUS	1415365	October 28, 1996
HOLLYWOOD ILLUSION & DESIGN	2000248	September, 10, 1996
SG STYLIZED	1478090	February, 23, 1988
SPENCER GIFTS	857651	September 24, 1988
SPENCER GIFTS	832689	July 25, 1987
WILD 'N' CRAZY CARDS	2033510	January 28, 1997

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>APP. NO.</u>	<u>APP. DATE</u>
THE DEVIL MADE ME DO IT	76-453450	September 27, 2002

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, SPENCER GIFTS LLC, a Delaware limited liability company (as successor in interest, for the purpose hereof, to Spencer Gifts, Inc. and Spencer Gifts Retail Stores, Inc.) (herein referred to as the "**Lien Grantor**") owns, or in the case of license is party to, the Trademark Collateral (as defined below);

WHEREAS, Vivendi Universal Entertainment LLLP (the "**Borrower**"), the Mandated Lead Arrangers and Banks party thereto, and JPMorgan Chase Bank, as Administrative Agent, are parties to an Amended and Restated Agreement dated as of November 25, 2002 (as amended from time to time, the "**Loan Agreement**"); and

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of November 25, 2002 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower, the Guarantors party thereto and JPMorgan Chase Bank, as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Lien Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the "**Lien Grantor's Secured Guarantee**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of such Lien Grantor, including all right, title and interest of such Lien Grantor in, to and under the Trademark Collateral (as defined below);

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

(i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all

of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all Proceeds (as defined in the Security Agreement) of the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future infringement of any Trademark owned by the Lien Grantor, and all rights and benefits of the Lien Grantor under any Trademark License;

in each case subject to the *provisos* at the end of Section 3(a) of the Security Agreement.

The Lien Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of the Lien Grantor, any Secured Party (as defined in the Security Agreement) or otherwise, for the sole use and benefit of the Secured Parties, but at the Borrower's expense, to the extent permitted by law to exercise, at any time and from time to time while any Event of Default (as defined in the Loan Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action as set forth in Section 19 of the Security Agreement.

Except to the extent not prohibited by the Security Agreement or the Loan Agreement, the Lien Grantor agrees not to sell, lease, exchange, assign or otherwise dispose of, or grant any option with respect to, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 4th day of December 2002.

SPENCER GIFTS LLC

By

Name:

Title:

Karen Randall
Executive Vice President

Acknowledged:

JPMORGAN CHASE BANK,
as Administrative Agent

By

Name:

Title:

Spencer Trademark Security Agreement

TRADEMARK
REEL: 2588 FRAME: 0613

Acknowledged:

JPMORGAN CHASE BANK,
as Administrative Agent

By: 

Name:

BRUCE BORDEN

Title:

VICE PRESIDENT

Spencer Gifts Trademark Agreement

(NY) 04675/157/SEC.AGT/Spencer.Trade.signature.doc

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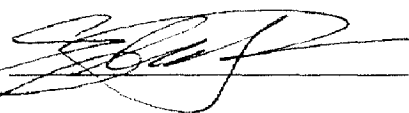
TRADEMARK
REEL: 2588 FRAME: 0614

ACKNOWLEDGMENT

State of California)
)
County of Los Angeles)

On November 26, 2002, before me, the undersigned, a notary public in and for said State, personally appeared Karen Randall, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names is subscribed to the within instrument and acknowledged to me that she executed the same in her respective authorized capacity, and that by her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (seal)
Capacity of signatory: Notary Public



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