

01-02-2003



12-31-02

To the Honorable Commissioner of Patents and Trademarks 102327196

checked original documents or copy thereof.

1. Name of conveying party(ies):  
**Encore Software, Inc.**

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

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

2. Name and address of receiving party(ies)  
Name: General Electric Capital Corporation  
Internal  
Address: \_\_\_\_\_

Street Address: 201 High Ridge Road  
City: Stamford State: CT Zip: \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 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 Amended & Restated Security

Execution Date: 12/05/2002

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
See attached Schedule I

B. Trademark Registration No.(s)  
See attached Schedule I

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Michelle K. Manzo  
 Internal Address: Latham & Watkins  
Suite 5800  
 Street Address: 233 S. Wacker Drive  
 City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: ..... 23

7. Total fee (37 CFR 3.41).....\$ 905.00  
 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.*

Michelle K. Manzo  
Name of Person Signing

Michelle K Manzo  
Signature

12/30/02  
Date

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

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

01/03/2003 6TON11 00000182 75654848

01 FC:8521 40.00 OP  
02 FC:8522 550.00 OP  
03 FC:8523 120.00 OP

0400123387  
Refund Ref: 01/03/2003 6TON11

CHECK Refund Total: \$195.00

**SCHEDULE I  
TO  
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

**US Trademarks**

<b><u>Mark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Serial/Application No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>
BRAIN FOOD GAMES	USA	75/654,848	03/13/99	2,389,380	09/26/00
CARD CRAZY	USA	76/035,246	04/26/00	2,509,169	11/20/01
CARD CRAZY AND DESIGN	USA	76/035,245	04/26/00	Pending	Pending
ENCORE EDUCATION	USA	76/034,660	04/26/00	2,551,837	03/26/02
ENCORE EDUCATION AND DESIGN	USA	76/035,243	04/26/00	2,487,187	09/11/01
ENCORE SOFTWARE	USA	74/700,386	07/12/95	2,007,914	10/15/96
ENCORE SOFTWARE AND DESIGN	USA	74/700,387	07/12/95	2,053,991	04/22/97
FUN & SKILLS PACK	USA	76/035,105	04/26/00	2,521,917	12/25/01
HIGH SCHOOL ADVANTAGE	USA	75/725,427	07/06/99	2,387,498	09/19/00
HIGH SCHOOL ADVANTAGE AND DESIGN	USA	76/035,244	04/26/00	2,487,188	09/11/01
MATH EXPRESS!	USA	76/035,238	04/26/00	2,487,186	09/11/01
MATH EXPRESS! AND DESIGN	USA	76/034,659	04/26/00	2,501,689	10/30/01
MATH IN A MINUTE	USA	75/885,371	01/07/00	Pending	Pending
MATH.COM	USA	75/874,824	12/17/99	Pending	Pending
MATH.COM & Design	USA	75/874,823	12/17/99	Pending	Pending
MEGA HITS THE MUST-HAVE COLLECTION OF BEST SELLING GAMES! AND DESIGN	USA	76/034,667	04/26/00	Pending	Pending
MIDDLE SCHOOL	USA	75/725,425	07/06/99	2,465,003	07/03/01

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ADVANTAGE					
MIDDLE-SCHOOL ADVANTAGE AND DESIGN	USA	76/035,206	04/26/00	2,487,185	09/11/01
SCIENCE ADVANTAGE	USA	76/034,650	04/26/00	2,544,144	03/05/02
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SLOT CITY	USA	75/654,870	03/14/99	2,374,704	08/08/00
VEGAS FEVER	USA	75/654,868	03/14/99	2,374,703	08/08/00
VEGAS FEVER AND DESIGN	USA	76/034,960	04/26/00	2,509,167	11/20/01

<u>Domain Names</u>	<u>Registrar</u>	<u>Expiration</u>
Encoresoftware.com	Verisign	7/30/04
Encoresoftware.net	Verisign	11/3/02
Encoresoftware.org	Verisign	11/23/02
Encoreusa.com	Register.com	7/1/03
Math.com	Verisign	11/11/02
Vegasfever.com	Verisign	7/5/03
Theharedevilgame.com	Register.com	7/1/03
Blastsoftware.com	Verisign	11/23/02
Blastsoftware.net	Verisign	11/23/02
Blastsoft.com	Verisign	11/23/02
Encoreeducation.com	Verisign	4/12/03
Encoreed.com	Verisign	4/12/03
Mathadvantage.com	Verisign	3/6/03
Encoresoft.com	Verisign	1/3/03
Funandskills.com	Register.com	9/21/02
Elementaryedge.com	Register.com	9/21/02
Middleschooladvantage.com	Register.com	9/21/02
Encoreadvantage.com	Register.com	9/21/02
Play2wingames.com	Register.com	9/21/02
Mymathhelp.com	Register.com	9/21/02
Emathhelp.com	Register.com	9/21/02

# AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of December 5, 2002, by ENCORE SOFTWARE, INC. (f/k/a ENCORE ACQUISITION CORPORATION), a Minnesota corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 3, 2001 by and among Navarre Corporation, a Minnesota corporation ("Borrower"), Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower and guaranteed by Grantor;

WHEREAS, Agent and Lenders have been willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of August 1, 2002 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Agent, for itself and the ratable benefit of Lenders, a Trademark Security Agreement dated as of August 1, 2002 (the "Existing Trademark Security Agreement"); and

WHEREAS, Grantor notified Agent that its corporate name was changed from "Encore Acquisition Corporation" to "Encore Software, Inc.".

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Grantor agreed to amend and restate the Existing Trademark Security Agreement to reflect such corporate name change of Grantor as set forth herein:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Amended and Restated Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ENCORE SOFTWARE, INC. (f/k/a ENCORE ACQUISITION CORPORATION), as Grantor

By: M. Bell  
 Name: Michael Bell  
 Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: R.P.  
 Name: Roger P. Tauchman  
 Title: Duly Authorized Signer

ACKNOWLEDGMENT OF GRANTOR

STATE OF California )  
 ) ss.  
 COUNTY OF Los Angeles

On this 5 day of December 2002 before me personally appeared Michael A. Bell, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Encore Software, Inc. (f/k/a/ Encore Acquisition Corporation), a Minnesota corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Mireya Ilda Ruano  
 Notary Public

{seal}



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Encoreusa.com	Register.com	7/1/03
Math.com	Verisign	11/11/02
Vegasfever.com	Verisign	7/5/03
Theharedevilgame.com	Register.com	7/1/03
Blastsoftware.com	Verisign	11/23/02
Blastsoftware.net	Verisign	11/23/02
Blastsoft.com	Verisign	11/23/02
Encoreeducation.com	Verisign	4/12/03
Encoreed.com	Verisign	4/12/03
Mathadvantage.com	Verisign	3/6/03
Encoresoft.com	Verisign	1/3/03
Funandskills.com	Register.com	9/21/02
Elementaryedge.com	Register.com	9/21/02
Middleschooladvantage.com	Register.com	9/21/02
Encoreadvantage.com	Register.com	9/21/02
Play2wingames.com	Register.com	9/21/02
Mymathhelp.com	Register.com	9/21/02
Emathhelp.com	Register.com	9/21/02