

01-17-2003

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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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: JANUARY 8, 2003

2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK, ASInternal ADMINISTRATIVE AGENT
Address: 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.

2288829

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: 347. Total fee (37 CFR 3.41).....\$ 865⁰⁰☒ 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

Jackie Lee

Signature

1-15-03

Date

Total number of pages including cover sheet, attachments, and document: 9

01/21/2003 LMUELLER 00000093 2288829

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

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

40.00 OP
 825.00 OP
 120.00 OP

TRADEMARK
 REEL: 002597 FRAME: 0675

**Schedule A
to Trademark
Security Agreement**

SPENCER GIFTS LLC

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
AURORA	2288829	October 26, 1999
CINEMA SCREAMS	2585092	June 25, 2002
DAPY	779140 (Australia)	November 23, 1998
DAPY	514986 (Canada)	August 24, 1999
DAPY	302032 (New Zealand)	November 30, 1998
DAPY	2182310 (UK)	November 17, 1998
DAPY AND DESIGN	2583531	June 18, 2002
GLOW	2120642	December 9, 1997
GLOW – EXCLAMATION POINT DESIGN	2204299	November 17, 1998
GLOW AND DESIGN	2100325	September 23, 1997
GLOW AND DESIGN	779143(Australia)	November 23, 1998
GLOW AND DESIGN	509875 (Canada)	March 24, 1999
GLOW AND DESIGN	000994244Europe	February 21, 2001
GLOW AND DESIGN	302031 (New Zealand)	May 28, 1999
GOLD - PLUS	1415365	October 28, 1986
HALLOWEEN HEADQUARTERS	2547947	March 12, 2002
LUMASERIES	2227195	March 2, 1999
LUMASERIES	514142 (Canada)	August 9, 1999
SPARKLES	2441512	April 3, 2001
SPENCER GIFTS	182764 (Canada)	April 10, 1987
SPENCER GIFTS	000994251 (Europe)	November 17, 1998
SPENCER GIFTS AND DESIGN	837067 (Australia)	May 20, 2000
SPENCER GIFTS AND DESIGN	220456 (Ireland)	December 28, 2000
SPENCER GIFTS LOGO	302033 (New Zealand)	November 30, 1998
THE SPENCERSONS	2178191	August 4, 1998
SPIRIT	2341574	April 11, 2000
SPIRIT AND DESIGN	2341576	April 11, 2000
SPIRIT HALLOWEEN SUPERSTORES	2353856	May 30, 2000
SPIRIT PARTY & COSTUME	2582885	June 18, 2002
STARDUST	2281285	September 28, 1999
SUNSET HOUSE & DESIGN	0770530	May 26, 1964
THE SPENCERSONS	2178191	August, 4, 1998
THIS AIN'T NO LIBRARY CARD	2174766	July 21, 2008
THIS AIN'T NO LIBRARY CARD	516180 (Canada)	September 13, 1999
THOS. OAK & SONS	1338478	May 28, 1985
WILD 'N' CRAZY CARD	2033510	January 28, 1997
WILD 'N' CRAZY CARD	2218970	January 7, 2000
WILD 'N' CRAZY	2269905	May 11, 2001
WILD 'N' CRAZY CARD	508080 (Canada)	February 15, 1999

(NY) 04675/157/SEC.AGT/IP.Spencer.SUPPLEMENTAL.agt.doc

U.S. TRADEMARK APPLICATIONS

TRADEMARK	APP. NO.	APP. DATE
1-877-COSTUME	7584175	November 5, 1999
DAISY	2572359	May 21, 2002
GLOW	2248911	October 16, 2001
GROOVE TUBE	76319307	September 28, 2001
HIDDEN ILLUSIONS	1136927	April 10, 2001
MEGAVOLT	76308256	August 30, 2001
NEUTRON	76307006	August 30, 2001
SERENGETTI CLASSICS	76-364935	January 30, 2002
SPENCER GIFTS	2439701 (Europe)	October 26, 2001
SPENCER GIFTS	90044131 (Taiwan)	October 26, 2001
SPENCER GIFTS AND LEAF DESIGN	1096168 (Canada)	March 15, 2001
WILD 'N' CRAZY	76398176	March 19, 2002
WILD 'N' CRAZY	76155386	October 27, 2000
WILD 'N' CRAZY	1102541 (Canada)	May 10, 2001
WORLD'S HALLOWEEN HEADQUARTERS	76295365	August 6, 2001
WORLD'S HALLOWEEN HEADQUARTER	1118957 (Canada)	October 19, 2001
WORLD'S HALLOWEEN HEADQUARTERS AND DESIGN	1117001 (Canada)	September 28, 2001

SUPPLEMENTAL 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 Supplemental 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**");

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 Supplemental 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 the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Supplemental Trademark Collateral (as defined below);

WHEREAS, the Lien Grantor and the Grantee are parties to a Trademark Security Agreement dated as of November 25, 2002 (the "**Trademark Security Agreement**"); and

WHEREAS, the Lien Grantor wishes to supplement the Trademark Security Agreement by granting a continuing security interest in the Supplemental Trademark Collateral (as defined below) that was not specifically identified in the Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and hereby acknowledged, the Lien Grantor grants to the

(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 8th day of January, 2003.

SPENCER GIFTS LLC

By: 

Name: Diana Schulz
Title: SVP

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Acknowledged:

JPMORGAN CHASE BANK,
as Administrative Agent

By: 
Name: **BRUCE BORDEN**
Title: **VICE PRESIDENT**

Spencer Supplemental Trademark Security Agreement

**Schedule 1
to Trademark
Security Agreement**

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RECORDED: 01/17/2003

TRADEMARK
REEL: 002597 FRAME: 0683