

12-26-2002

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

102322226 ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

12-26-02

1. Name of conveying party(ies): 12-26-02
Rubie's Costume Company, 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: The Bank of New York
Internal Address: _____
Street Address: One Wall Street
City: NY State: NY Zip: 10286
 Individual(s) citizenship _____
 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 Grant of Security Interest
Execution Date: December 16, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See attached
Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: _____
Internal Address: _____
RETURN TO:
FEDERAL RESEARCH CORP
1030 15th STREET NW
SUITE 920
Street Address: **WASHINGTON DC 20005**
City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: **65**
7. Total fee (37 CFR 3.41)..... \$ 1670.80
 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.
Janelle Teleford Janelle Teleford 12/18/02
Name of Person Signing Signature Date

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

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

12/26/2002 6TON11 00000183 76400553

01 FC:8521 40.00 DP
02 FC:8522 1600.00 DP

TRADEMARK
REEL: 002634 FRAME: 0470

Schedule 1
to
Grant of Security Interest (Trademarks)
Rubie's Costume Company, Inc.
Dated as of December 16, 2002

Trademarks

<u>MARK</u>	<u>REGISTRATION/ SERIAL NO..</u>	<u>DATE ISSUED</u>
Hallo-Tween	76400553	2/23/1993
Pirates of the Seven Sea	76386295	Pending
Rubie's Vinyl Vixens	2629226	10/1/2002
Rubie's Hot City Nights	2629225	10/1/2002
Cuddle Furs	2620261	9/17/2002
El Bandito	2618853	9/10/2002
Gruesome Graveyards	76334419	Pending
Forum Party Zone	76419914	Pending
Rubie's Sports Fanatics	2599287	7/23/2002
Feathered Fashions	76170533	Pending
Cool Shades	76161959	Pending
Pink Lady	76186911	Pending
Rubie's Reel F/X	76202405	Pending
Feather Fantasy	76170454	Pending
Superstar	76402416	Pending
Giants of Horror	2566084	4/30/2002
Rubie's Party Zone	76386592	Pending

<u>MARK</u>	<u>REGISTRATION/ SERIAL NO..</u>	<u>DATE ISSUED</u>
Toolman Stan	76244551	Pending
Rubie's Pop Star Divas	76383715	Pending
Reptor	76244552	Pending
Critter Crunch	76244457	Pending
Spooky Face	2542778	2/26/2002
Bubble Gum Girls	76154419	Pending
Super Sports Masks By Rubie's	76224983	Pending
Rubie's Tiny Monsters	76149177	Pending
The Covenant	2497196	10/9/2001
Alien Attackers	2643473	10/29/2002
Big & Beautiful	2640314	10/22/2002
Feelin' Groovy	2635826	10/15/2002
Horror Faces	2070807	6/10/1997
Monster Faces	2070808	6/10/1997
Famous Faces	2526284	10/1/2002
Off The Wall	2493890	10/2/2001
Ninja Warriors	2185012	8/25/1998
Ninja Force	2177570	7/28/1998
Dress N' Dazzle	2110039	10/28/1997
Skelebrities	2080322	7/15/1997

<u>MARK</u>	<u>REGISTRATION/ SERIAL NO..</u>	<u>DATE ISSUED</u>
Create-A-Face	2037947	2/11/1997
Monster Mania	2000298	9/10/1996
Indisquise	1673541	1/28/1992
Skull Warriors	2109573	10/28/1997
Rubie's Skull Warriors	2026126	12/24/1996
Sonic Trooper	1965280	4/2/1996
Creepy Couples	2003491	9/24/1996
Fake Skin	1916625	9/5/1995
Fast Face	1885522	3/21/1995
Durashape	1849346	8/9/1994
Profelt	1849345	8/9/1994
Rubie's	1753992	2/23/1993
Rubie's Classic Storybook Characters	1754541	2/23/1993
Haunted House	1753279	2/16/1993
Blinking Boo Button	1740612	12/15/1992
Haunted House	1719509	9/22/1992
Tooth Out	1145506	1/6/1981
Fluttery Lashes	1130514	2/5/1980
Let's Make Believe	1585805	3/6/1990
Razor Hand	1499768	8/9/1988
Fun Streamer	1503137	9/6/1988

<u>MARK</u>	<u>REGISTRATION/ SERIAL NO..</u>	<u>DATE ISSUED</u>
Harlequin Colors	1409096	9/16/1986
Create a Costume	1311172	12/25/1984
Vampire	1119350	5/29/1979
Werewolf	1115074	3/13/1979
Evil Teeth	1118852	5/22/1979
Collegeville Costume	0702321	8/2/1960
Purr Brand	0426944	1/21/1947

Trademark Licenses

<u>PROPERTY</u>	<u>CONTRACT #</u>	<u>LICENSOR</u>	<u>TERRITORY</u>	<u>TERM</u>
1. THE ADDAMS FAMILY	N/A	Lady Coltyton	USA, CANADA, EUROPE	1/1/01 – 12/31/03
2. DALLAS COWBOYS CHEERLEADERS	N/A	Dallas Cowboys Cheerleaders	USA/CAN	7/23/98 – 12/31/03
3. KIPPER	KP038(JS)	Copyrights Group Limited	USA, CANADA	1/1/99 – 12/31/02
4. NORTH SHORE ANIMAL LEAGUE	N/A	North Shore Animal League	USA, CANADA, UK	3/1/96 – 12/31/00 extended 12/31/02

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **RUBIE'S COSTUME COMPANY, INC.**, a New York corporation (the "Grantor"), is obligated to **THE BANK OF NEW YORK**, as Administrative Agent (in such capacity, the "Secured Party"), the Lenders and the Issuing Bank from time to time party to the Credit Agreement, dated as of December 16, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, such Lenders, the Issuing Bank and the Secured Party, pursuant to which the Grantor has entered into the Security Agreement, dated as of December 16, 2002 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), by and between the Grantor, the subsidiaries of Grantor from time to time party thereto and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign to the Secured Party, and grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: One Wall Street, New York, New York 10286.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 16th day of December 2002.

RUBIE'S COSTUME COMPANY, INC.

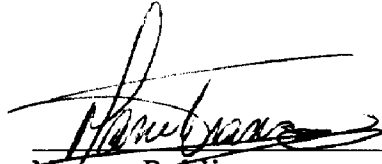
By: 

Name: Marc P. Beige

Title: President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 16th day of December in the year 2002 before me, the undersigned, personally appeared MARC P. BEIGE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

My Commission Expires:

MARIE A. FRANCOIS
Notary Public, State of New York
MONROE COUNTY
Commission Expires Feb. 7, 2006