

01-30-2003



Y

1-28-03

102352010

To the Honorable Commissioner of Patents and Trademarks

and the attached original documents or copy thereof.

1. Name of conveying party(ies):
The United States Playing Card Company

Individual Association
 General Partnership Limited Partnership
 Corporation-State Delaware Other--

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other -

Execution Date: September 25, 2002

2. Name and Address of receiving party(ies):

Name: Bank One, NA, as Agent
Internal Address: 1 Bank One Plaza
Street Address: 10 South Dearborn Street
City: Chicago State: IL Zip: 60670 Country: United States

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, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
If this document is being filed together with a new application, the execution date of the application is: n/a

A. Trademark Application No.(s)
SEE ATTACHED EXHIBIT A

B. Trademark registration No.(s)
SEE ATTACHED EXHIBIT A

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

Name: Elisabeth A. Evert, Esq.
Internal Address: Sidley Austin Brown & Wood, LLP
Street Address: 717 North Harwood St., Suite 3400
City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved: 43

7. Total fee (37 CFR 3.41).....\$1,090.00

Enclosed

Authorized to be charged to deposit account
yes

8. Deposit account number: 18-1260

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.

Elisabeth A. Evert January 27, 2003
Name of Person Signing Signature Date

Total number of pages comprising cover sheet 3

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignment
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

01/31/2003 GT0N11 00000017 181260 2600170
01 FC:8521 40.00 CH
02 FC:8522 1050.00 CH

TRADEMARK
REEL: 002661 FRAME: 0207

EXHIBIT A

Mark	Registration or Serial Number	Registration or Filing Date
1002 ALADDIN PLAYING CARDS	2,600,170	7/30/2002
"BEE"	76/422,556	6/18/2002
DESIGN ONLY (bee stinger back)	76/261,207	5/22/2001
BICYCLE	76/422,557	6/18/2002
BICYCLE RUMMY	2,607,530	8/13/2002
DECKLOCK	76/361,838	1/23/2002
DECKLOCK & Design	76/361,837	1/23/2002
DESIGN ONLY (warrior logo)	2,574,568	5/28/2002
NO. 33 (stylized)	181,102	3/11/1924
SCRAMBLE JAMBLE	2,371,002	7/25/2000
SPORTSMAN'S	78/152,283	8/8/2002
STINGER	76/261,208	6/7/2001
ZOMBIES!!	76/248,496	4/30/2001
1001 ALADDIN PLAYING CARDS THE NATIONAL CARD CO. MADE IN THE U.S.A. (PACKAGING)	523,251	3/28/1950
1001 ALADDIN PLAYING CARDS GILDED EDGES THE NATIONAL CARD CO. MADE IN U.S.A. (Packaging)	523,255	3/28/1950
808 BICYCLE PLAYING CARDS AIR-CUSHION FINISH MADE IN U.S.A. (PACKAGING)	522,851	3/21/1950
999 BRAND OF THE STEAMBOAT U.S. PLAYING CARDS MADE IN U.S.A. (PACKAGING)	523,252	3/28/1950
21	1,189,274	2/9/1982
A DOUGHERTY LINOID FINISH TALLY-HO NO. 9 PLAYING CARDS MADE IN U.S.A. (PACKAGING)	523,258	3/28/1950
ASTRONAUT	730,730	5/1/1962
BICYCLE E-Z-SEE LOVISION BICYCLE LOVISION JUMBO INDEX (PACKAGING)	1,712,831	9/1/1992
BICYCLE RUMMY (DESIGN)	1,659,725	10/8/1991

EXHIBIT A

Mark	Registration or Serial Number	Registration or Filing Date
BICYCLE PINOCHLE (DESIGN)	1,682,008	4/7/1992
BICYCLE PLAYING CARDS NO. 808 SECONDS MADE IN U.S.A. (PACKAGING)	523,253	3/28/1950
CONTINENTAL FOUR INDEX	912,834	6/8/1971
DESIGN ONLY	1,951,979	1/23/1996
E-Z-SEE	1,118,097	2/15/1981
FIVE HUNDRED (DESIGN)	53,089	5/22/1906
KING (DESIGN)	731,109	5/8/1962
LEISURE	731,110	5/8/1962
MATCH PATCH	715,385	5/16/1961
METRO	731,111	2/20/1962
MIDWAY	1,188,624	2/2/1982
NO 33 SUPERIOR APOLLO PLAYING CARDS ALUMINUM SURFACE AIR- CUSHION FINISH THE NATIONAL CARD CO MADE IN U.S.A. (PACKAGING)	523,256	3/28/1950
QUEEN (DESIGN)	731,112	5/28/1962
RAMBLER NO. 23 GILT EDGES SUPERIOR SURFACE ALUMINUM SLIP & FINISH ALUMINUM WATER PROOF FINNISH PLAYING CARDS THE NATIONAL CARD CO. MADE IN U.S.A. (PACKAGING)	523,254	3/28/1950
TAHOE	1,189,273	2/9/1982
TRAIL DRIVE	715,386	5/16/1961
BICYCLE	75/777,108	8/17/1999
PATRIOTIC	75/782,736	8/21/1999
SEE THE WORLD	75/778,195	8/17/1999
TOTAL IT!	75/784,842	8/17/1999
W3	75/777,106	8/17/1999

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of September 25, 2002, by and between The United States Playing Card Company, a Delaware corporation (the "Borrower"), and Bank One, NA, with its principal office in Chicago, Illinois, as agent (the "Agent") for the benefit of itself and the "Holders of Secured Obligations" (as such term is defined in the "Credit Agreement" defined below).

W I T N E S S E T H:

WHEREAS, Borrower, the Agent and the "Lenders" (as defined in the Credit Agreement) are parties to that certain Amended and Restated Credit Agreement dated as of September 25, 2002 (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Credit Agreement"), pursuant to which the Lenders may, from time to time, extend credit to Borrower;

WHEREAS, Borrower and the Agent are parties to that certain Amended and Restated Security Agreement dated as of September 25, 2002 (as the same may be modified, amended, restated or supplemented from time to time, the "Security Agreement"), pursuant to which Borrower has granted a security interest in certain of its assets to the Agent for the benefit of the Agent and the Holders of Secured Obligations;

WHEREAS; the Borrower and the Agent have entered into that certain Supplemental Trademark Security Agreement dated as of March 15, 2001 (the "Initial Supplement");

WHEREAS, the Borrower, since the date of the Initial Supplement, has obtained rights in additional trademarks and service marks and trademark and service mark applications and entered into or become the beneficiary of additional trademark and service mark license agreements; and

WHEREAS, the Lenders have required Borrower to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "Secured Obligations" (as defined in the Credit Agreement) and (ii) as a condition precedent to extensions of credit under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term

used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, Borrower affirms its prior grants of and grants to the Agent, for the benefit of the Holders of Secured Obligations, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Borrower’s now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Borrower’s business symbolized by the foregoing and connected therewith, and (e) all of Borrower’s rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 3(i), are sometimes hereinafter individually and/or collectively referred to as the “Trademarks”); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Borrower is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the “Licenses”). Notwithstanding the foregoing provisions of this paragraph 3, the Licenses shall not include any license agreement in effect as of the date

hereof, or those that are entered into after the date hereof in the ordinary course of business, which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this paragraph 3 shall be deemed to apply thereto automatically.

4. Restrictions on Future Agreements. Borrower shall not, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Borrower further agrees that, except as otherwise provided in paragraph 9 herein, Borrower shall not take any action, and shall use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with the Trademarks or Licenses.

5. New Trademarks and Licenses. Borrower represents and warrants that, as of the date hereof, (a) other than the "Trademarks" identified in the Trademark Security Agreement, dated as of February 29, 2000, by and between the Borrower and the Agent, and the "Trademarks" identified in the Initial Supplement and any additional Trademarks identified to the Agent promptly upon the completion of Borrower's annual review of Borrower's intellectual property (which review is anticipated to be completed on or prior to September 30, 2002), the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Borrower, (b) other than the "Licenses" identified in the Trademark Security Agreement, dated as of February 29, 2000, by and between the Borrower and the Agent, and the "Licenses" identified in the Initial Supplement and any additional Licenses identified to the Agent promptly upon the completion of Borrower's annual review of Borrower's intellectual property (which review is anticipated to be completed on or prior to September 30, 2002), the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements (other than those trademark license agreements and service mark license agreements which by their terms prohibit the grant of security contemplated by this Agreement) under which Borrower is the licensee or licensor, and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Borrower to any Person other than the Agent. If, before this Agreement terminates, Borrower shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 3 above shall automatically apply thereto. Borrower shall notify the Agent in writing of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event at least once every calendar quarter in which one or more such events shall occur. The Agent may modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are

Trademarks or Licenses under paragraph 3 above or under this paragraph 5, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

6. Royalties. The Agent's use of the Trademarks and Licenses as authorized hereunder in connection with its exercise of its rights and remedies under paragraph 14 or pursuant to Section 17 of the Security Agreement shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent or the other Holders of Secured Obligations to Borrower or any other party.

7. Right to Inspect; Further Assignments and Security Interests. The Agent may at all reasonable times and upon reasonable notice (and at any time when an Unmatured Default or Default exists) have access to, examine, audit, make copies (at Borrower's expense) and extracts from and inspect Borrower's premises and examine Borrower's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, the Agent shall use reasonable efforts not to disturb unnecessarily the conduct of Borrower's ordinary business operations. After a Default occurs, the Agent, or a conservator appointed by the Agent, shall have the right to establish such reasonable additional product quality controls as the Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used, except to the extent that the imposition of such additional product quality controls upon a third party violates the provisions of any License. Borrower (i) shall not sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Agent, and (ii) shall not change the quality of such products in any material respect without the Agent's prior written consent.

8. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only; it creates a continuing security interest in the Trademarks and Licenses and shall terminate only when the Secured Obligations then due and owing have been paid in full and the Credit Agreement and the Security Agreement have been terminated. When this Agreement has terminated, the Agent shall promptly execute and deliver to Borrower, at Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement or the Security Agreement.

9. Duties of Borrower. Borrower shall, to the extent reasonable and desirable in the normal conduct of Borrower's business: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) apply for the registration of any unregistered trademarks or service marks as Borrower deems appropriate. Borrower shall not abandon any Trademark or License without the Agent's prior written consent unless such abandonment is reasonable and desirable in the normal conduct of Borrower's business. Borrower shall use its best efforts to maintain in full force and effect the Trademarks and the

Licenses that are or shall be necessary in or material to the operation of Borrower's business. Borrower shall bear any expenses incurred in connection with the foregoing. Neither the Agent nor any of the Holders of Secured Obligations shall have any duty with respect to the Trademarks and Licenses. Without limiting the foregoing, neither the Agent nor any of the Holders of Secured Obligations shall be obligated to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Agent may do so at its option if a Default has occurred and is continuing, and all expenses incurred in connection therewith shall be for the Borrower's sole account and shall be added to the Secured Obligations secured hereby.

10. The Agent's Right to Sue. If a Default has occurred and is continuing, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Agent shall commence any such suit, Borrower shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement. Borrower shall, upon demand, promptly reimburse the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

11. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Borrower and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the Borrower's undertakings, agreements, warranties, covenants and representations contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to Borrower specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable. If any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. Borrower irrevocably designates, constitutes and appoints the Agent (and all Persons designated by the Agent in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in Borrower's or the Agent's name, if a Default has occurred and is continuing and the Agent notifies Borrower that it intends to enforce its rights and claims against Borrower, to take any action and execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including,

without limitation, to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Agent deems in its own or the Holders of Secured Obligations' best interest. Borrower ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations then due and owing have been paid in full and the Credit Agreement has been terminated. This Agreement is not intended to limit or restrict in any way the Agent's or the Holders of Secured Obligations' rights and remedies under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. If a Default has occurred and is continuing and the Agent has elected to exercise any of its remedies under Section 9-610 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Borrower shall assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Agent or any Person designated by the Agent and shall execute and deliver to the Agent or any such Person all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, Borrower and the Agent expressly agree that if a Default has occurred and is continuing, the Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. Borrower agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances. In the event of any conflict between the provisions of this Agreement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

15. Successors and Assigns. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of each of the Holders of Secured Obligations and its nominees, successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower; provided, however, that Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

16. **GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED IN ALL RESPECTS BY THE INTERNAL LAWS (INCLUDING 735 ILCS 105/5-1 ET SEQ. BUT OTHERWISE WITHOUT REGARD TO**

THE CONFLICTS OF LAWS PROVISIONS) AND DECISIONS OF THE STATE OF ILLINOIS.

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

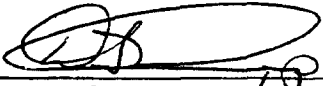
18. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

20. Merger. This Agreement represents the final agreement of the Borrower with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Borrower and the Agent or any Lender.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

THE UNITED STATES PLAYING CARD
COMPANY

By: 
Title: SECRETARY / TREASURER

Accepted and agreed to as of the day and year first
above written.

BANK ONE, NA
(Main Office Chicago)
as Agent

By: _____
Title: _____

*Signature Page to
Supplemental Trademark Security Agreement
dated as of September 25, 2002*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

THE UNITED STATES PLAYING CARD
COMPANY

By: _____
Title: _____

Accepted and agreed to as of the day and year first
above written.

BANK ONE, NA
(Main Office Chicago)
as Agent

By: Kelley J. Cotton
Title: Managing Director

*Signature Page to
Supplemental Trademark Security Agreement
dated as of September 25, 2002*

**SCHEDULE A
TO
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**

Dated as of September 25, 2002

Trademarks, Service Marks and Trademark and Service Mark Applications

None, except:

TRADEMARKS - UNITED STATES				
<u>Mark</u>	<u>Reg./Ser. No.</u>	<u>Goods</u>	<u>Status</u>	<u>Reg./Filing Date</u>
1002 ALADDIN PLAYING CARDS <i>(tuck case)</i>	2600170	playing cards	Registered	Reg. - 07.30.2002
"BEE"	76/422556	computer software; namely, interactive game software for use in portable wireless devices	Pending - ITU	Filed - 06.18.2002
(DESIGN ONLY) <i>("bee stinger back")</i>	76/261207	playing cards	Pending (suspended)	Filed - 05.22.2001
BICYCLE	76/422557	computer software; namely, interactive game software for use in portable wireless devices	Pending - ITU	Filed - 06.18.2002
BICYCLE RUMMY	2607530	playing cards	Registered	Reg. - 08.13.2002

¹ Disclosure as to U.S. Trademarks only.

<u>Mark</u>	<u>Reg./Ser. No.</u>	<u>Goods</u>	<u>Status</u>	<u>Reg./Filing Date</u>
DECKLOCK	76/361838	playing cards method or process by which playing cards are sealed to prevent alteration and/or tampering	Pending - ITU	Filed - 01.23.2002
DECKLOCK & design	76/361837	playing cards method or process by which playing cards are sealed to prevent alteration and/or tampering	Pending - ITU	Filed - 01.23.2002
(DESIGN ONLY) <i>("warrior logo")</i>	2574568	card games and printed instructions sold therewith; collectible card games; games with playing cards as a component thereof.	Registered	Reg. - 05.28.2002
(DESIGN ONLY) <i>("bee stinger back")</i>	76/261207	Playing Cards	Pending (suspended)	Filed - 05.22.2001
NO. 33 (stylized)	0181102	playing cards	Renewed	Reg. - 03.11.24
SCRAMBLE JAMBLE	2371002	card games	Registered	Reg. - 07.25.2000
SPORTSMAN'S	78/152283	playing cards	Pending - ITU	Filed - 08.08.2002
STINGER	76/261208	playing cards	Pending (suspended)	Filed - 06.07.2001
ZOMBIES!!!	76/248496	card games and printed instructions sold therewith	Published	Filed - 04.30.2001

The following are hereby deleted from Schedule A to the Trademark Security Agreement, dated as of February 29, 2000, by and between the Borrower and the Agent:

MARK	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING DATE</u>
1001 ALADDIN PLAYING CARDS THE NATIONAL CARD CO. MADE IN U.S.A. (PACKAGING)	US 0523251	Playing Cards	Registered Supplemental Register	3/28/50
1001 ALADDIN PLAYING CARDS GILDED EDGES THE NATIONAL CARD CO. MADE IN U.S.A. (PACKAGING)	US 0523255	Playing Cards	Registered Supplemental Register	3/28/50
808 BICYCLE PLAYING CARDS AIR-CUSHION FINISH MADE IN U.S.A. (PACKAGING)	US 0522851	Playing Cards	Registered Supplemental Register	3/21/50
999 BRAND OF THE STEAMBOAT U.S. PLAYING CARDS MADE IN U.S.A. (PACKAGING)	US 0523252	Playing Cards	Registered Supplemental Register	3/28/50
21	US 1189274	Playing Cards	Registered	2/09/82
A DOUGHERTY LINOID FINISH TALLY-HO NO. 9 NO. 9 PLAYING CARDS MADE IN U.S.A. (PACKAGING)	US 0523258	Playing Cards	Registered Supplemental Register	3/28/50
ASTRONAUT	US 0730730	Playing Cards	Registered	5/01/62
BICYCLE E-Z-SEE	US 1712831	Playing Cards	Registered	9/01/92

MARK	<u>COUNTRY</u> <u>REG./SER.</u> <u>NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING</u> <u>DATE</u>
LOVISION BICYCLE LOVISION JUMBO INDEX (PACKAGING)			Supplemental Register	
BICYCLE RUMMY (DESIGN)	US 1659725	Playing Cards	Registered	10/08/91
BICYCLE PINOCHLE (DESIGN)	US 1682008	Playing Cards	Registered	4/07/92
BICYCLE PLAYING CARDS NO. 808 SECONDS MADE IN U.S.A. (PACKAGING)	US 0523253	Playing Cards	Registered Supplemental Register	3/28/50
CONTINENTAL FOUR INDEX	US 0912834	Playing Cards	Registered	6/08/71
DESIGN ONLY	US 1951979	Hand held units for playing electronic games.	Registered	1/23/96
-E-Z-SEE	US 1118097	Playing Cards	Registered	2/15/81
FIVE HUNDRED (DESIGN)	US 71011919	Playing Cards	Registered	5/22/06
KING (DESIGN)	US 0731109	Playing Cards	Registered	5/08/62
LEISURE	US 0731110	Playing Cards	Registered	5/08/62
MATCH PATCH	US 0715385	Playing cards adapted for use by children in playing games.	Registered	5/16/61
METRO	US 0731111	Playing Cards	Registered	2/20/62
MIDWAY	US 1188624	Playing Cards	Registered	2/02/82

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING DATE</u>
NO. 33 SUPERIOR APOLLO PLAYING CARDS ALUMINUM SURFACE AIR-CUSHION FINISH THE NATIONAL CARD CO MADE IN U.S.A. (PACKAGING)	US 0523256	Playing Cards	Supplemental Register Registered	3/28/50
QUEEN (DESIGN)	US 0731112	Playing Cards	Registered	5/08/62
RAMBLER NO. 23 GILT EDGES SUPERIOR SURFACE ALUMINUM SLIP & FINISH ALUMINUM WATER PROOF FINISH PLAYING CARDS THE NATIONAL CARD CO. MADE IN U.S.A. (PACKAGING)	US 0523254	Playing Cards	Registered Supplemental Register	3/28/50
TAHOE	US 1189273	Playing Cards	Registered	2/09/82
TRAIL DRIVE	US 0715386	Playing cards adapted for use by children in playing games.	Registered	5/16/61
BICYCLE	US 75/777108	Computer Software	Pending	8/17/99
PATRIOTIC	US 75/782736	Playing Cards	Pending	8/21/99
SEE THE WORLD	US 75/778195	Card Games	Pending	8/17/99
TOTAL IT!	US 75/784842	Card Games	Pending	8/17/99
W3	US 75/777106	Card Games	Pending	8/17/99

The following are hereby deleted from Schedule A to the Supplemental Trademark Security Agreement, dated as of March 15, 2001, by and between the Borrower and the Agent:

<u>MARK</u>	<u>REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING DATE</u>
1002 ALADDIN PLAYING CARDS (packaging)	US 76/062590	Playing Cards	Pending	Filed – 06.02.2000
"BEE"	US 78/009732	Computer programs, namely game software for use on computers and video game players.	Pending	Filed – 05.24.2000
JOURNEYMAN PRESS	US 78/009736	Card games and printed instructions sold therewith; collectible card games; games with playing cards as a component thereof.	Pending	Filed – 05.24.2000
KING	US 0,731,109	Playing Cards	Renewed	05.08.62
QUEEN	US 0,731,112	Playing Cards	Renewed	05.08.62
THE GAME BEGINS HERE	US 78/009734	Card games and printed instructions sold therewith; collectible card games; games with playing cards as a component thereof.	Pending	Filed – 05.24.2000

**SCHEDULE B
TO
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**

Dated as of September 25, 2002

License Agreements

None, except:

Licensor	Name of Property	Territory	Expiration Date	Extension of Term	Articles
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**USPC
Licenses**

Crayola – Binney & Smith	Binney & Smith Properties Inc. - Crayola Trademark, Serpentine Design, Chevron Trademark, Crayola Color Names, Crayola Trade-dress & Proprietary Characters.	USA and its Territories and CANADA (Amendment) to add SOUTH AFRICA	12/31/02	None.	ADDING FLASH CARDS, 100 THRU 1,000 PIECE JIGSAW PUZZLES.
Crayola - Binney & Smith	Binney & Smith Properties Inc. - Crayola Trademark, Serpentine Design, Chevron Trademark, Crayola Color Names, Crayola Trade-dress & Proprietary Characters.	Mexico, Costa Rica, & Panama	12/31/2001	None.	Playing Cards, Children's Card Games, Educational Cards
eBay	eBay	Worldwide	05/24/04	None.	Card Game

Licensors	Name of Property	Territory	Expiration Date	Extension of Term	Articles
Evernham Motor Sports	Evernham Motorsports, LLC (Collectively with car, Stylized #9, Driver and or/sponsor), William C. Elliott (Collectively with EMS, car, stylized #9 and/or Sponsor), Dodge (Collectively with EMS, car, stylized #9 and/or Driver), Bill Elliott - Name , photog	US of A, its territories and possessions.	12/31/2003	May be renewed	Decks of playing Cards, collectible Tin w/ Bill Elliott, Evernham Motorsports #9.
Jordan Outdoor Enterprises, LTD	Realtree & Advantage CAMO	USA	01/11/2005	N/A	Playing Cards
Lionel LLC	Lionel	United States & Canada	08/01/2003	2 years	Playing Cards, Card Games & Puzzles.
Mattel	Hot Wheels (excluding Hot Wheels Racing & Kyle Petty)	US & Canada	12/31/2002	None.	Playing Cards in Tins
Mattel	Hot Wheels (excluding Hot Wheels Racing & Kyle Petty)	US & Canada	12/31/2002	None.	Standard Playing Cards in a Tin only & Mini 52 card deck playing cards - Mini Decks to be sold in individual packages and not to be labeled as a party favor.

Licensor	Name of Property	Territory	Expiration Date	Extension of Term	Articles
New Line Productions, Inc.	"Lord of the Rings" Trilogy	US (Territories & Possessions)	12/31/2004	None.	Playing Cards, Playing Card Tins
Spiderman Merchandising	Spider-Man	US, its territories and possessions and Canada.	03/01/2003	N/A	Playing Cards, Collector Tins containing two (2) decks of playing cards, Mini Playing card deck contained in a vinyl pouch with a backpack clip.
Warner Bros. Harry Potter Amendment	Harry Potter Movie I, Movie II,	USA & Territories	12/31/2003	12/31/2003	Playing Cards and Card Games.
Warner Bros. Harry Potter	Harry Potter Movie I, Movie II,	Canada	12/31/2003	12/31/2003	Playing Cards and Card Games.

HOYLE Licenses

Jack Daniel's Distillery, et al.	Jack Daniel's trademarks and logos on playing cards	United States, US Territories and possessions, and Canada ADDING AUSTRALIA	12/31/2003	None	Paper and plastic coated playing cards, any size, sold in single packs or in sets, tins for packaging and string playing cards
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Licensor	Name of Property	Territory	Expiration Date	Extension of Term	Articles
Frito-Lay, Inc. and Recot, Inc.	CHEE-TOS, the representation of "Chester Cheetah", CRACKER JACK, the representation of "Sailor Jack & Bingo", FRITOS, LAY'S, TOSTITOS, ROLD GOLD, RUFFLES	US, US Territories and Possessions, and Canada	8/31/2002; 2 year renewal	One term of two years under specified circumstances	ADDING PUZZLES

The following are hereby deleted from Schedule B to the Trademark Security Agreement, dated as of February 29, 2000, by and between the Borrower and Agent:

Coca-Cola / NASCAR (Dual License Agreement)	Coca-Cola, NASCAR, Third party licensor, Driver/Owner, Coca-Cola Ltd.	US and Japan and Canada	12/31/00	3 years (2003). Licensee must notify Licensor in writing after the 1 st day of July, 2000 and on or before July 31, 2000.	micro-mini, mini, standard, & jumbo sized playing card decks sold in cardboard and/or tin packaging, playing cards
Microsoft Corporation (Licensee) USPC (Licensor)	Bicycle, Bee, Aviator and related designs	Worldwide	1/25/01	5 year terms unless notice given by either party	On-line systems, Operating Systems
World Championship Wrestling, Inc.	WCW, and all wrestlers' names and logos	US, its territories & possessions, US Military Bases & Canada	12/31/01	None	Action oriented card game.

Licensor	Name of Property	Territory	Expiration Date	Extension of Term	Articles
Nintendo of America Inc.	Pokemon characters and designs	United States, Canada, Mexico and US Military Installations	12/31/01	No renewal	Playing Cards / Card Games, mini-playing cards
Warner Brothers Looney Toons	Cartoon Characters: Bugs Bunny, Daffy Duck, Tweety, Road Runner, Tasmanian Devil, Marvin the Martian, Sylvester, K-9, Yosemite Sam, She-Devil, Elmer Fudd, Speedy Gonzales, Sylvester Jr., Granny, Lola Bunny, Wile E. Coyote, Porky Pig, Petunia, Marc Anthony	US (50 states, Puerto Rico, US Virgin Islands & US Military Bases excluding Guam & Saipan	12/31/01	None	Playing Cards, die-cut collectible tins, flash and game cards, collectible card games excluding trading card games
Warner Brothers Consumer Products	PowerPuff Girls: Blossom, Bubbles, Buttercup, Professor Utonium, Ms. Keane, Mayor, Sara Bellum, Talking Dog, Mojo Jojo, Fuzzy Lumpkins, Him, The Amoeba Boys and Roach Coach	US (50 states, Puerto Rico, US Virgin Islands & US Military Bases excluding Guam & Saipan	08/31/01	None	Card Games, Playing Card Decks, Mini-decks
Warner Brothers Scooby-Doo	Scooby-Doo, Fred Jones, Daphne Blake, Velma Dinky, Shaggy Rogers, Mystery Machine	USA, Puerto Rico, US Virgin Islands	6/30/02	N/A	Playing Card deck, Playing Card Games and Trading Card Games

The following are hereby deleted from Schedule B to the Supplemental Trademark Agreement, dated as of March 15, 2001, by and between the Borrower and Agent:

Licensors	Name of Property	Territory	Expiration Date	Extension of Term	Articles
Paws, Inc.	GARFIELD trademarks and characters	USA, United States Territories and Possessions, and Canada	6/30/02	None	Playing cards
Star Wars Mexico	Lucasfilm Ltd.	Mexican Republic	04/30/01	None	Episode 1 Playing Cards
IDG Books Worldwide, Inc.	Bicycle Marks in WORK & promotional materials for the WORK	Worldwide, in English language	12/31/01	2 years (Renewal signed)	Poker for Dummies
IDG Books Worldwide, Inc.	Bicycle Marks in WORK & promotional materials for the WORK	Worldwide, in English language	12/31/01	2 years (Signed 7/17/00)	Card Games for Dummies; Bridge Games for Dummies
Stanley Logistics, Inc. and B. Stanley Works, Inc.	STANLEY and STANLEY LOGO (includes MAKE SOMETHING GREAT)	US and Canada	12/31/01	None	Paper playing Cards
Viacom Consumer Products	"Star Trek: The Original Series", "Star Trek: Deep Space Nine", "Star Trek: The Next Generations", & "Star Trek: Voyager"	US, US Territories and possessions (including Puerto Rico)	12/31/01	None	Playing Cards & collectible tins (not to be sold separately)