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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

3-5-03

Tab settings → → →



102380985

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

1. Name of conveying party(ies):

GOODTIMES ENTERTAINMENT LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (DE)
☐ 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: February 6, 2003

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

Name: JPMorgan Chase Bank, as Administrative Agent

Internal Address: _____

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designation 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 Attached Schedule A

B. Trademark Registration No.(s)

See Attached Schedule A

Additional number(s) attached? ☐ Yes ☒ No

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

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: _____

41

7. Total fee (37 CFR 3.41):\$ 1,040.00

- ☐ Enclosed
☒ Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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.

Robyn Rahbar, Esq.
Name of Person Signing

Robyn Rahbar
Signature

3/3/03
Date

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

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

TRADEMARK
REEL: 002683 FRAME: 0733

SCHEDULE A**U.S. Trademarks Registrations and Applications**

| <u>Trademark</u> | <u>Registration or Serial Number</u> |
|------------------------------------|---|
| FIRM & BURN | 76/443,501 |
| FIRM FORMULA | 76/329,273 |
| GOODTIMES ENTERTAINMENT | 76/255,730 |
| PUTTING OUR FAITH IN ENTERTAINMENT | 76/255,729 |
| SCULPTING STICK | 76/437,457 |
| THE SCIENCE OF FITNESS | 75/927,167 |
| ULTIMATE FIRM | 76/446,719 |
| WHERE HE WALKED | 76/280,072 |
| BUN BUSTERS! | 1,907,110 |
| CUTE N' CUDDLY | 2,095,992 |
| FIRM | 1,895,931 |
| FIRM BELIEVERS | 1,888,532 |
| FIRM GEAR | 2,044,522 |
| FIRM PARTS | 2,167,282 |
| GOODTIMES | 1,458,154 |
| GOODTIMES | 1,766,686 |
| GOODTIMES | 1,871,175 |
| GOODTIMES | 1,905,525 |
| GOODTIMES and Design | 2,044,307 |
| GOODTIMES | 2,550,487 |
| GOODTIMES HOME VIDEO | 1,454,998 |
| GOODTIMES PAGING | 2,341,925 |
| GOODTIMES PAGING | 2,404,647 |
| HOLLYWOOD MOVIE GREATS | 1,406,312 |
| KIDS KLASSICS | 1,398,131 |
| KIDS KLASSICS | 1,462,568 |
| KIDS KLASSICS | 1,909,882 |
| KIDS SING ALONG | 1,840,130 |
| SLIMATICS | 1,497,523 |
| SLIMATICS | 1,571,684 |
| STORYBOOK ADVENTURES | 2,098,601 |
| THE BODY FIRM | 1,838,880 |
| THE FANNY LIFTER | 2,617,520 |
| THE FIRM | 1,522,134 |
| THE FIRM | 1,928,088 |
| THE FIRM | 2,117,719 |
| THE FIRM CROSS TRAINERS | 2,287,888 |

Security Interest in Trademark Rights

TRADEMARK
REEL: 002683 FRAME: 0734

| | |
|--------------------------------------|-----------|
| THE FIRM WORKOUT WITH WEIGHTS | 1,439,017 |
| TRI-TRAINER | 2,287,887 |
| WE MAKE COLLECTABILITY A WAY OF LIFE | 1,464,447 |
| FIRM DIRECT | 2,578,096 |

Security Interest in Trademark Rights

TRADEMARK
REEL: 002683 FRAME: 0735

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of February 6, 2003 is made by GoodTimes Entertainment LLC, a Delaware corporation (the "Grantor"), in favor of JPMorgan Chase Bank, a New York banking corporation, as administrative agent (the "Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of February 6, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among GT Brands Holdings LLC ("Holdings"), GT Brands LLC (the "Borrower"), the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor, Holdings, the Borrower, and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of February 6, 2003 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Agent for the benefit of the Agent and the Lenders;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Agent and the Lenders, a security interest in all of the Trademarks now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (including, without limitation, those items listed on Schedule A hereto), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent and the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GOODTIMES ENTERTAINMENT LLC

By: GT Brands LLC, its sole member

By: GT Brands Holdings LLC, its sole member

By:  _____

Name: Peter Ezersky

Title: Manager

JPMORGAN CHASE BANK,
as Agent

By: _____

Name:

Title:

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GOODTIMES ENTERTAINMENT LLC

By: GT Brands LLC, its sole member

By: GT Brands Holdings LLC, its sole member

By: _____
Name: Peter Ezersky
Title: Manager

JPMORGAN CHASE BANK,
as Agent

By:  _____
Name: BRUCE BORDEN
Title: VICE PRESIDENT

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Security Interest in Trademark Rights

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REEL: 002683 FRAME: 0740

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| FIRM DIRECT | 2,578,096 |

Security Interest in Trademark Rights

TRADEMARK
REEL: 002683 FRAME: 0741

SIMPSON THACHER & BARTLETT

425 LEXINGTON AVENUE
NEW YORK, N.Y. 10017-3954
(212) 455-2000

FACSIMILE: (212) 455-2502

DIRECT DIAL NUMBER

E-MAIL ADDRESS

(212) 455-2254

RRahbar@stblaw.com

VIA EXPRESS MAIL

March 3, 2003

Re: Recordation of Security Agreement

Commissioner of Patents and Trademarks
U.S. Patent and Trademark Office
Assignment Division
1213 Jefferson Davis Hwy, 3rd Floor
Arlington, VA 22202

Dear Madam or Sir:

Enclosed for recording please find a Security Agreement in favor of

JPMorgan Chase Bank, as Administrative Agent, covering 41 U.S. trademarks.

Also completed and enclosed is form PTO-2038, authorizing credit card
payment in the amount of \$ 1,040.00 to cover the filing fee. Please return confirmation of
this filing to me at my firm's address as listed above.

Thank you for your consideration.

Respectfully submitted,


Robyn Rahbar

Enclosures

LONDON

HONG KONG

TOKYO

SINGAPORE

LOS ANGELES

PALO ALTO

RECORDED: 03/03/2003

TRADEMARK
REEL: 002683 FRAME: 0742