

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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(les): Spencer Gifts LLC Spirit Halloween Superstores LLC Individual(s) Association General Partnership Limited Partnership Corporation-State Other

2. Name and address of receiving party(les) Name: Fleet Retail Finance, Inc. Internal Address: Street Address: 40 Broad Street City: Boston State: MA Zip: 02108 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State DE Other

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 5/30/03

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 13 See 1 page attachment B. Trademark Registration No.(s) 32 See 2 pages of attachments

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Christopher E. Kondracki Internal Address: Street Address: 2001 Jefferson Davis, Hwy. Suite 505 City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved: 45 7. Total fee (37 CFR 3.41): \$ 1,140.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 19-3545

DO NOT USE THIS SPACE

9. Signature: Christopher E. Kondracki Signature August 8, 2003 Date

Total number of pages including cover sheet, attachments, and document: 29

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

CH \$1140.00 193646 76641764

**Trademark Applications
Attachment for Item 4A**

Mark	Application Number
1-877-Costume	75/841,754
Body Rage	76/130,831
Glow and Design	76/115,471
Groove Tube	76/319,307
Hidden Assets	75/853,099
Hidden Illusions	76/366,310
Hidden Illusions	76/383,558
Neutron	76/307,006
Serengeti Classics	76/364,935
Spirithalloween.com	75/841,587
The Devil Made Me Do It	76/453,450
Wild 'N' Crazy	76/155,386
World's Halloween Headquarters	76/295,365

**Trademark Registrations
Attachment for Item 4B**

Mark	Registration Number
A2Z The Best of Everything	1,388,630
Aurora	2,288,829
Body Rage	2,600,486
Cinema Screams	2,585,092
Daisy	2,572,359
Dapy	1,689,438
Dapy and Design	2,583,531
Forbidden Pleasures	2,081,567
Fright Stuff	2,123,409
Fright Stuff and Design	1,518,073
Glow	2,120,642
Glow -- Exclamation Point Design	2,204,299
Glow and Design	2,100,325
Gold Plus	1,415,365
Halloween Headquarters	2,547,947
Hollywood Illusions and Design	2,000,248
Lumaseries	2,227,195
Megavolt	2,694,886
SG and Design	1,478,090
Sparkles	2,441,512

Mark	Registration Number
Spencer Gifts	857,651
Spencer Gifts	832,689
Spirit	2,341,574
Spirit and Design	2,341,576
Spirit Halloween Superstores	2,353,856
Spirit Party & Costume	2,582,885
Stardust	2,281,285
Sunset House and Design	770,530
The Spencersons	2,178,191
This Ain't No Library Card	2,174,766
Wild 'N' Crazy	2,686,244
Wild 'N' Crazy Card	2,033,510

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**") dated as of May 30, 2003 by and among (a) each of the Persons listed on Schedule I hereto (each such Person, individually, a "**Borrower**" and, collectively, the "**Borrowers**"), and (b) Fleet Retail Finance Inc., a Delaware corporation, as collateral agent (in such capacity, the "**Collateral Agent**") for the ratable benefit of the Secured Parties, in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

Reference is made to the Loan and Security Agreement dated as of May 30, 2003 (as such may be amended, modified, supplemented or restated hereafter, the "**Loan Agreement**") by and between, among others, (i) the Borrowers, (ii) the Revolving Credit Lenders named therein, (iii) the Term Lender named therein, and (iv) Fleet Retail Finance Inc., as Administrative Agent and Collateral Agent for the ratable benefit of the Secured Parties named therein and as SwingLine Lender. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Loan Agreement.

The Lenders have agreed to make Revolving Credit Loans and a Term Loan (collectively, the "**Loans**") to the Borrowers, and the Issuer has agreed to issue L/C's for the account of the Borrowers, pursuant to, and upon the terms and subject to the conditions specified in, the Loan Agreement. The obligations of the Lenders to make Loans and of the Issuer to issue L/C's are each conditioned upon, among other things, the execution and delivery by the Borrowers of an agreement in the form hereof to secure the Liabilities.

Accordingly, the Borrowers and the Collateral Agent, on behalf of itself and each other Secured Party (and each of their respective successors or assigns), hereby agree as follows:

1. **DEFINITIONS:** As used herein, the following terms shall have the following meanings:

"**Copyrights**" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of the Borrowers, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyrights listed on **EXHIBIT A** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

"**Copyright Licenses**" shall mean all agreements, whether written or oral, providing for the grant by or to any Borrower of any right to use any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Intellectual Property” shall have the meaning assigned to such term in Section 3 hereof.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

“Patents” shall mean all letters patent and applications for letters patent of the Borrowers, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the patents listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Borrower of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of the Borrowers, whether registered or unregistered, including, without limitation, the trademarks listed on **EXHIBIT C** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Borrower of any right to use any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

2. **GRANT OF SECURITY INTEREST:** In furtherance and as confirmation of the security interest granted by the Borrowers to the Collateral Agent (for the ratable benefit of the Secured Parties) under the Loan Agreement, and as further security for the payment or performance, as the case may be, in full of the Liabilities, each Borrower hereby ratifies such security interest and grants to the Collateral Agent (for the ratable benefit of the Secured Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default), in all of the present and future right, title and interest of the Borrowers in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the

following property (collectively, the "IP Collateral"):

- (a) All Copyrights and Copyright Licenses.
- (b) All Patents and Patent Licenses.
- (c) All Trademarks and Trademark Licenses.
- (d) All renewals of any of the foregoing.
- (e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Borrowers and their business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
- (f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- (g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- (h) All of the Borrowers' rights corresponding to any of the foregoing throughout the world.

3. **PROTECTION OF INTELLECTUAL PROPERTY BY BORROWERS:** Except as set forth below in this Section 3, the Borrowers shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d) and (e) (collectively, the "Intellectual Property"):

- (a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.
- (b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.
- (c) At the Borrowers' sole cost, expense, and risk, pursue the reasonably prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.
- (d) At the Borrowers' sole cost, expense, and risk, take any and all action which

the Borrowers reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, no Borrower shall have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product that has been discontinued, abandoned or terminated or (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

4. **BORROWERS' REPRESENTATIONS AND WARRANTIES:** The Borrowers represent and warrant that:

(a) **EXHIBIT A** is a true, correct and complete list of all Copyrights and Copyright Licenses owned by the Borrowers as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all Patents and Patent Licenses owned by the Borrowers as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all Trademarks and Trademark Licenses owned by the Borrowers as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which any Borrower is the licensor or franchisor.

(e) All IP Collateral is, and shall remain, free and clear of all liens, Encumbrances, or security interests in favor of any Person, other than Permitted Encumbrances and liens in favor of the Collateral Agent.

(f) The Borrowers own, or are licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by any Borrower of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor does any Borrower know of any valid basis for any such claim, except as otherwise set forth in the Loan Agreement. The Borrowers consider that the use by the Borrowers of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of, or any Borrower's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect

on the business or the property of any Borrower.

(g) The Borrowers shall give the Collateral Agent written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

(i) The Borrowers' obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than the Borrowers' right to sell products containing the trademarks of others in the ordinary course of the Borrowers' business).

(ii) The Borrowers' becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than the Borrowers' right to sell products containing the trademarks of others in the ordinary course of the Borrowers' business).

(iii) The Borrowers' entering into any new Licenses.

(iv) The Borrowers' knowing or having reason to know that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Borrowers' ownership of, or the validity of, any material Intellectual Property or the Borrowers' right to register the same or to own and maintain the same.

5. AGREEMENT APPLIES TO FUTURE INTELLECTUAL PROPERTY:

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii) and (iii) of Section 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) Upon the reasonable request of the Collateral Agent, the Borrowers shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Collateral Agent's security interest in any Copyright, Patent or Trademark and the goodwill and General Intangibles of the Borrowers relating thereto or represented thereby (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and the Borrowers hereby constitute the Collateral Agent as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Collateral Agent's taking of such action shall not be a condition to

the creation or perfection of the security interest created hereby.

6. **BORROWERS' RIGHTS TO ENFORCE INTELLECTUAL PROPERTY:** Prior to the Collateral Agent's giving of notice to the Borrowers following the occurrence of an Event of Default, the Borrowers shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Borrowers to protect the Intellectual Property against encroachment by third parties, *provided, however:*

(a) The Borrowers provide the Collateral Agent with written notice of any such suit for enforcement of any Intellectual Property.

(b) Any money damages awarded or received by the Borrowers on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Following the occurrence and during the continuance of any Event of Default, the Collateral Agent, by notice to the Borrowers may terminate or limit the Borrowers' rights under this Section 6.

7. **COLLATERAL AGENT'S ACTIONS TO PROTECT INTELLECTUAL PROPERTY:** In the event of

(a) the Borrowers' failure, within five (5) days of written notice from the Collateral Agent, to cure any failure by the Borrowers to observe or perform any of the Borrowers' covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Collateral Agent, acting in its own name or in that of the Borrowers, may (but shall not be required to) act in the Borrowers' place and stead and/or in the Collateral Agent's own right in connection therewith.

8. **RIGHTS UPON DEFAULT:** Upon the occurrence of any Event of Default, the Collateral Agent may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the Commonwealth of Massachusetts, with respect to the Intellectual Property, in addition to which, in connection with the exercise of any such rights and remedies, the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. The Collateral Agent shall give the Borrowers at least ten (10) days' prior written notice, by authenticated record, of any such intended disposition of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and that the Collateral Agent is authorized to exercise such rights and remedies.

9. COLLATERAL AGENT AS ATTORNEY IN FACT:

(a) The Borrowers hereby irrevocably constitute and designate the Collateral Agent as and for the Borrowers' attorney in fact, effective following the occurrence and during the continuance of any Event of Default:

(i) To supplement and amend from time to time Exhibits A, B and C of this Agreement to include any new or additional Intellectual Property of the Borrowers.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Collateral Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Collateral Agent.

(c) The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Borrower for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Collateral Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith. Upon the Borrowers' reasonable request, the Collateral Agent shall provide the Borrowers with an accounting in connection with amounts received by the Collateral Agent.

10. COLLATERAL AGENT'S RIGHTS:

(a) Any use by the Collateral Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with the Borrowers' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this Agreement, the Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Collateral Agent any rights in and to the Intellectual Property, which rights are effective only following the occurrence of any Event of Default.

11. **INTENT:** This Agreement is being executed and delivered by the Borrowers for the purpose of registering and confirming the grant of the security interest of the Collateral Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent, for the ratable benefit of the Secured Parties, under the Loan Agreement. All provisions of the Loan Agreement shall apply to the IP Collateral. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Agreement with respect to all other Collateral.

12. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the Commonwealth of Massachusetts.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Borrowers and the Collateral Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

BORROWERS:

SPENCER GIFTS LLC

By: Spencer Gifts Holdings, Inc., its Sole Member

By: Matthew R. Kahr
Name: Matthew R. Kahr
Title: CEO

SPIRIT HALLOWEEN SUPERSTORES LLC

By: Spencer Gifts LLC, its Sole Member

By: Spencer Gifts Holdings, Inc., its Sole Member

By: Matthew R. Kahr
Name: Matthew R. Kahr
Title: CEO

COLLATERAL AGENT:

FLEET RETAIL FINANCE INC.

By: James J. Ward
Name: James J. Ward
Title: Director

SCHEDULE I

Borrowers

Spencer Gifts LLC
Spirit Halloween Superstores LLC

EXHIBIT A**COPYRIGHTS**

NONE

COPYRIGHT LICENSE AGREEMENTS

1. Master Merchandising License Agreement between Universal Studios Licensing LLLP (f/k/a Universal Studios Licensing, Inc.) and Spencer Gifts, Inc. dated March 12, 1997 and certain Schedules attached thereto.
2. Merchandising License Agreement between Spencer Gifts, LLC and Kiss Catalog Ltd. dated August 22, 2002, as amended by Amendment No. 1 to Merchandising Agreement dated December 18, 2002.
3. License Agreement between Spencer Gifts LLC and Giant Merchandising dated September 20, 2002.
4. Merchandise License between Spencer Gifts, Inc., Ultra Muchos, Inc., River City Films, Inc., and New Line Productions, Inc. dated November 15, 1999, as amended by the Merchandise License Amendment Agreement dated November 14, 2001.
5. Merchandise License between Spencer Gifts, Inc., Ultra Muchos, Inc., River City Films, Inc., and New Line Productions, Inc. dated December 2, 1999, as amended by the Merchandise License Amendment Agreement dated November 14, 2001.
6. Licensor Agreement between Spencer Gifts, Inc. and Enteraktion, Inc. dated July 28, 1997, as amended by Amendment to Exhibit A dated July 19, 2000, and as amended by a letter dated May 9, 2001 and approved May 21, 2001.
7. Merchandise License Agreement between Spencer Gifts, Inc. and MTV Networks, a division of Viacom International Inc. dated June 1, 2001, as amended by a letter dated April 30, 2002, and as amended by a letter dated December 27, 2001.
8. Retail License Agreement between Spencer Gifts, Inc. and Warner Bros. Consumer Products, a Division of Time Warner Entertainment Company, L.P., dated September 6, 2002.
9. Licensing Agreement -- Domestic between Spencer Gifts, Inc. and Hearst Holdings, Inc., King Features Syndicate Division, dated December 16, 1998, as amended.

10. Licensing Agreement – Domestic between Spencer Gifts, Inc. and Hearst Holdings, Inc., King Features Syndicate Division, dated July 17, 1997, as amended.
11. Merchandising License Agreement between Spencer Gifts LLC and New Line Productions, Inc. dated April 10, 2002.
12. Merchandising License Agreement between Spencer Gifts, Inc. and New Line Productions, Inc. dated November 15, 1999, as amended by Amended Agreement dated November 15, 2001.
13. Merchandising License Agreement between Spencer Gifts LLC and New Line Productions, Inc. dated February 27, 2001.
14. Intellectual Property License Agreement between Spencer Gifts LLC and Bliss House, Inc. dated May 10, 2002.
15. Trademark & Merchandise License Agreement between Spencer Gifts, Inc. and Jack Daniel's Properties, Inc. dated September 1, 2001, as amended by First Amendment to the Trademark & Merchandise License Agreement dated October 1, 2002.
16. License Agreement among the Coca-Cola Company, Coca-Cola Ltd. and Spencer Gifts, Inc. dated January 1, 2002, and amended by letter agreement dated as of April 3, 2003.
17. Merchandising License Agreement between Spencer Gifts LLC and Tom Arma Studio, Inc. dated January 1, 2003.

EXHIBIT B

PATENTS

Spencer intends to apply for intellectual property protection for the trade name, logo, and design of "Molten Motion Wax Lamp."

PATENT LICENSE AGREEMENTS

NONE

EXHIBIT C**TRADEMARKS, SERVICE MARKS AND TRADEMARK LICENSE AGREEMENTS**

1. Please see attached list of trademarks under Part I.
2. Please see the attached list of domain names under Part II.
 - Some of the domain names on the attached list are currently registered in the name of Universal Studios, Inc., "DNS Admin," "Domain Administrator," Mike Short, or Eastwind Group and will be assigned to Spencer or one of the Subsidiaries by the applicable registrant prior to the Effective Time in connection with consummation of the transactions contemplated by the Agreement.
 - The designation of "Contact Not Authoritative" under the registrant column for some domain names is a temporary notice in the Register.com who is system as a result of the transfer of the .org TLDs to another registry. Spencer is in the process of confirming that Spencer Gifts LLC is the registrant of these domain names.
 - Spencer or a Subsidiary is not the registrant for all of the domain names, although the status of the transfer of each domain name is noted.
 - Spencer or a Subsidiary does not own the domain name "dapy.com," which is currently registered to the Eastwind Group. Spencer is in the process of contacting the Eastwind Group to discuss transferring the domain name.
3. Please see the attached list of trademark license agreements under Part III.
4. Spencer intends to apply for intellectual property protection for the trade name, logo and design of "Molten Motion Wax Lamp."

PART I - TRADEMARKS

(Please see attached)

Spencer Gifts LLC
Trademarks

Trade Mark Name	Classes	Country	Status	Serial No.	Reg. Date	Reg. No.	Exp. Date
1-877-Coslime	35	United States	Abandoned	75841754			
A-ZZ The Best of Everything	42	United States	Registered	75513157	4/11/1986	1388630	4/11/2006
Aurora	11	United States	Registered	75516676	10/26/1999	2288829	10/26/2009
Body Rage	014; 035	United States	Registered	76167809	7/30/2002	2600486	7/30/2012
Body Rage	9	United States	Intent to Use	76130831			
Cinema Screams	20	United States	Registered	76276580	6/25/2002	2585092	6/25/2012
Daisy	11	United States	Registered	76191368	5/21/2002	2672359	5/21/2012
Dappy	35	Australia	Registered		11/23/1998	779140	11/23/2008
Dappy	35	Canada	Registered	827284	8/24/1989	514086	8/24/2014
Dappy	35	New Zealand	Registered		11/30/1998	302032	11/30/2005
Dappy	016; 025; 028	United Kingdom	Registered	2182310	11/17/1998	2182310	11/17/2008
Dappy	35	United Kingdom	Registered	2248914	3/16/2001	2248914	10/16/2010
Dappy	42	United States	Registered	74157140	6/26/1992	1689438	6/26/2012
Dappy and Design	35	United States	Registered	76116076	6/18/2002	2583531	6/18/2012
Forbidden Pleasures	10	United States	Registered	75152284	7/22/1997	2081567	7/22/2007
Fright Stuff	003; 009; 028	United States	Registered	75194564	12/23/1997	2123409	12/23/2007
Fright Stuff and Design	25	United States	Registered	73717876	12/27/1988	1518073	12/27/2008
Glow	35	United Kingdom	Registered	2248911	3/16/2001	2248911	10/16/2010
Glow	35	United States	Registered	75192434	12/9/1997	2120542	12/9/2007
Glow - Exclamation Point Design	042; 028; 016; 011; 009; 026	United States	Registered	75143139	11/17/1998	2204299	11/17/2008
Glow and Design	35	Australia	Registered		11/23/1998	779143	11/23/2008
Glow and Design		Canada	Registered	861964	3/24/1999	508875	3/24/2014
Glow and Design		European CTM	Registered		2/21/2001	994244	11/17/2008
Glow and Design	35	New Zealand	Registered		5/28/1999	302031	11/30/2005
Glow and Design	35	United States	Registered	76115471			
Glow and Design	35	United States	Abandoned	75095451	9/23/1997	2100325	9/23/2007
Glow and Design	42	United States	Registered	73581094	10/28/1986	1415365	10/28/2006
Gold Plus	42	United States	Pending	76319307			
Groove Tube	11	United States	Registered	75773918	3/12/2002	2547947	3/12/2012
Halloween Headquarters	35	United States	Abandoned	75853099			
Hidden Assets	25	United States	Abandoned				
Hidden Illusions		Canada	Pending	1136927			
Hidden Illusions		United States	Intent to Use	76366310			
Hidden Illusions	003; 014; 025; 026	United States	Pending	76383558			
Hollywood Illusions and Design	003; 014; 016; 018; 020; 021; 025; 026	United States	Pending				
Lumaseries	025; 026	United States	Registered	74522449	9/10/1996	2000248	9/10/2006
Lumaseries		Canada	Registered	846476	8/9/1999	514142	8/9/2014
Megavolt	011; 016; 020; 028	United States	Registered	76272489	3/21/1999	2227195	3/21/2009
Megavolt	11	United States	Registered	76308296	3/11/2003	2694886	3/11/2013
Neutron	11	United States	Pending	76307006			
Saregelli Classics	001; 020; 021	United States	Abandoned	76364935			
SG and Design	42	United States	Registered	73667155	2/23/1988	1478060	2/23/2008
Sparkles	004; 021	United States	Registered	75863171	4/3/2001	2441512	4/3/2011
Spencer Gifts		Canada	Registered	338854	4/10/1987	182764	4/28/2017
Spencer Gifts	35	European CTM	Pending	2439701			
Spencer Gifts	016; 025; 028	European CTM	Registered		11/17/1998	594251	11/17/2008
Spencer Gifts	35	ROC (Taiwan)	Pending	80044131			
Spencer Gifts	035	United States	Registered	72276293	9/24/1968	857651	9/24/2008

Spencer Gifts LLC
Trademarks

Trademark Name	Classes	Country	Status	Serial No.	Reg. Date	Reg. No.	Exp. Date
Spencer Gifts	42	United States	Registered	72760623	7/25/1967	832689	7/25/2007
Spencer Gifts and Design	35	Australia	Registered		5/30/2000	837067	5/30/2010
Spencer Gifts and Design	35	Ireland	Registered	220456	12/28/2000	220456	12/27/2010
Spencer Gifts and Leaf Design		Canada	Pending	1086168			
Spencer Gifts Logo	35	New Zealand	Registered		11/30/1998	302033	11/30/2005
Spencer Gifts UK and Design	35	United Kingdom	Registered	2261901	8/24/2001	2261901	2/20/2011
Spirit	35	United States	Registered	75776163	4/11/2000	2341574	4/11/2010
Spirit and Design	35	United States	Registered	75776555	4/11/2000	2341576	4/11/2010
Spirit Halloween Superbikes	35	United States	Registered	75776245	5/30/2000	2353856	5/30/2010
Spirit Party & Costume	35	United States	Registered	75773919	6/18/2002	2582885	6/18/2012
SpiritHalloween.com	35	United States	Abandoned	75841587			
Stardust	11	United States	Registered	75517100	9/28/1999	2281285	9/28/2009
Sunset House and Design	35	United States	Registered	72167661	5/26/1964	770530	5/26/2004
The Devil Made Me Do II	11, 20, 21, 25, 28.	United States	Registered	76453450			
The Spencorsoons	35	United States	Intent to Use				
This Ain't No Library Card		United States	Registered	75281812	8/4/1998	2178191	8/4/2008
This Ain't No Library Card	35	Canada	Registered	850795	9/13/1998	516180	9/13/2014
Wild 'N' Crazy Card	35	United States	Registered	75290811	7/21/1998	2174766	7/21/2008
Wild 'N' Crazy	035; 036	United Kingdom	Registered	2218970	1/7/2000	2218970	1/7/2010
Wild 'N' Crazy	35	Canada	Pending	1102541			
Wild 'N' Crazy	35	United Kingdom	Registered	2268905	5/11/2001	2268905	5/11/2011
Wild 'N' Crazy Card	35	United States	Registered	75398176	2/11/2003	2686244	2/11/2013
Wild 'N' Crazy Card	42	Canada	Registered	849711	2/15/1998	508080	2/15/2014
Wild 'N' Crazy	35	United States	Registered	74723392	1/28/1997	2033510	1/28/2007
World's Halloween Headquarters		United States	Abandoned	76155366			
World's Halloween Headquarters	35	Canada	Pending	1118957			
World's Halloween Headquarters	35	United Kingdom	Registered	2282744	7/5/2002	2282744	10/10/2011
World's Halloween Headquarters	35	United States	Pending	76295365			

PART II - DOMAIN NAMES

(Please see attached)

May 2003

Universal Studios - Domain Names to be transferred to Spencer Gifts LLC - Status Chart

A	B	C	D	E	F	G	H	I	J
Domain Name	Country	Company	Status	Registrant	Registrar	Registration Date	Expiration Date	Transfer Date	Notes
1	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Domain Discover	6/19/03	6/19/03	Y	
2	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	eNIC for .cc	9/8/01	7/4/03	Y	
3	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Network Solutions Inc. (NSI)	5/27/98	5/27/03	Y	
4	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Network Solutions Inc. (NSI)	9/14/99	9/14/03	Y	
5	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Network Solutions Inc. (NSI)	3/21/01	3/21/03	Y	
6	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Network Solutions Inc. (NSI)	3/21/01	3/21/03	Y	
7	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Network Solutions Inc. (NSI)	2/21/95	2/22/03	Y	
8	USA	Spencer Gifts	Registered	Spencer Gifts LLC	Network Solutions Inc. (NSI)	5/18/99	5/18/03	Y	
9	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Network Solutions Inc. (NSI)	9/16/99	9/16/03	Y	
10	USA	Spencer Gifts	Registered	Spencer Gifts LLC	Network Solutions Inc. (NSI)	9/16/99	9/16/03	Y	
11	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Network Solutions Inc. (NSI)	1/29/00	1/29/04	Y	
12	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Network Solutions Inc. (NSI)	9/8/99	9/8/03	Y	
13	USA	Spencer Gifts	Registered	Spencer Gifts LLC	Network Solutions Inc. (NSI)	8/15/97	8/15/03	Y	
14									

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May 2003

Universal Studios - Domain Names to be transferred to Spencer Gifts LLC - Status Chart

A	B	C	D	E	F	G	H	I	J
Domain Name	Country	Company	Status	Registrar	Registrar	Registration Date	Expiration Date	Renewal / Updated	Notes
spencergifts.tv	Tuvalu	Spencer Gifts, Inc.	Registered	Mary Parish - Spencer Gifts, Inc.	Register.com	10/10/00	10/10/03	Y	1/28/03 - After several requests, finally got info Register.Com website loc. Login / password "spencerdomain" / "changeme" 2/2003 - Registrant and admin contact is Mary Parish at Spencer Gifts, Inc. which is outdated. 4/2003 - after letters to be prepared by both parties. 5/5/03 - Per Chris Ross at Register.Com, xfer fr not needed. He'll update Reg.Com database which will generate to .TV Whois page. 5/12/03 - Register.Com is having tech problems and will keep me updated. 5/18/03 - D. Perry & C. Ross at Register.Com sent letter to be prepared on SGI letterhead to update registration. 5/20/03 - Anne can't sign on SG letterhead anymore so I sent letter to MTC to forward to SG. SG can submit on their letterhead. 5/21/03 - SG submitted via fax on letterhead.
15	spencergifts.co.uk	United Kingdom	Registered	Spencer Gifts	Register.Com	11/19/04		Y	
16	spencergifts.org.uk	United Kingdom	Registered	Spencer Gifts, Inc.	Register.com	10/10/00	11/19/04	Y	
17	spencergiftsblows.co.uk	United Kingdom	Registered	Spencer Gifts, Inc.	Register.com	10/12/00	11/19/04	Y	
18	spencergiftsblows.org.uk	United Kingdom	Registered	Spencer Gifts, Inc.	Register.com	10/12/00	11/19/04	Y	
19	spencergiftsonline.co.uk	United Kingdom	Registered	Spencer Gifts, Inc.	Register.com	10/12/00	11/19/04	Y	
20	spencergiftsonline.org.uk	United Kingdom	Registered	Spencer Gifts, Inc.	Register.com	10/12/00	11/19/04	Y	
21	spencergiftsstocks.co.uk	United Kingdom	Registered	Spencer Gifts	Register.com	10/10/00	11/19/04	Y	
22	spencergiftsstocks.org.uk	United Kingdom	Registered	Spencer Gifts	Register.com	10/10/00	11/19/04	Y	
23	spencergiftsstockx.co.uk	United Kingdom	Registered	Spencer Gifts, Inc.	Register.com	10/12/00	11/19/04	Y	
24	spencergiftsstockx.org.uk	United Kingdom	Registered	Spencer Gifts, Inc.	Register.com	10/12/00	11/19/04	Y	
25	spencergiftsstockx.org.uk	United Kingdom	Registered	Spencer Gifts, Inc.	Register.com	10/12/00	11/19/04	Y	

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May 2003

Universal Studios - Domain Names to be transferred to Spencer Gifts LLC - Status Chart

A	B	C	D	E	F	G	H	I	J
Domain Name	Country	Company Name	Status	Registrant Name	Registrar	Registration Date	Expiration Date	Transfer Date	Notes
spencersgifts.co.uk	United Kingdom	Spencer Gifts, Inc.	Registered	Universal Studios, Inc.	Register.com	10/10/00	11/19/04		11/25/02 - In Register.Com website account. Login / password - "spencersdomains" / "changeme." 1/28/03 - mailing me documentation from Nominet. Needs to be completed by both parties and mailed back to Register.Com. 5/12/03 - Reg.Com didn't send xfer form. Faxed Nominet UK directly for form. Needs to be completed by both parties. 5/22/03 - Xfer Form and Letters completed and sent to Nominet.
spencersgift.org.uk	United Kingdom	Spencer Gifts	Registered	Spencer Gifts LLC	Register.com	10/10/00	11/19/04	Y	
spencersgifts.co.uk	United Kingdom	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Register.com	10/12/00	11/19/04	Y	
spencersgifts.org.uk	United Kingdom	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Register.com	10/12/00	11/19/04	Y	
spenser.org.uk	United Kingdom	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Register.com	10/12/00	11/19/04	Y	
spensergifts.co.uk	United Kingdom	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Register.com	10/12/00	11/19/04	Y	
spensergifts.org.uk	United Kingdom	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Register.com	10/12/00	11/19/04	Y	
spensers.co.uk	United Kingdom	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Register.com	10/12/00	11/19/04	Y	
spensers.org.uk	United Kingdom	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Register.com	10/10/00	11/19/04	Y	
spensersgifts.co.uk	United Kingdom	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Register.com	10/10/00	11/19/04	Y	
aboutspencersgifts.com	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Register.com	10/12/00	10/10/03	Y	
sgstocks.com	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Register.com	10/10/00	10/10/03	Y	
spencersgifts.biz	USA	Spencer Gifts	Registered	Spencer Gifts LLC	Register.Com	11/19/01	11/18/03	Y	
spencersgifts.info	USA	Spencer Gifts	Registered	Spencer Gifts LLC	Register.com	9/20/01	9/20/03	Y	
spencersgifts.org	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Register.com	10/10/00	10/10/03	Y	
spencersgifts.us	USA	Spencer Gifts	Registered	Spencer Gifts LLC	Register.com	5/2/02	5/2/04	Y	
spencer-gifts.us	USA	Spencer Gifts	Registered	Spencer Gifts LLC	Register.com	5/2/02	5/2/04	Y	
spencersgiftsblooms.com	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Register.com	10/10/00	10/10/03	Y	
spencersgiftsblooms.net	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Register.com	10/10/00	10/10/03	Y	
spencersgiftsblooms.org	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Register.com	10/10/00	10/10/03	Y	

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May 2003

Universal Studios - Domain Names to be transferred to Spencer Gifts LLC - Status Chart

I	A	B	C	D	E	F	G	H	I	J
	Domain Name	Country	Company	Status	Registered	Registrar	Registered/Updated	Registered/Updated	Registered/Updated	Notes
46	spencergiftsonline.com	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Registrar.com	10/12/00	10/10/03	Y	
47	spencergiftsonline.net	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Registrar.com	10/12/00	10/10/03	Y	
48	spencergiftsonline.org	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Registrar.com	10/12/00	10/10/03	Y	
49	spencergiftsucks.net	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Registrar.com	10/10/00	10/10/03	Y	
50	spencergiftsucks.org	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Registrar.com	10/10/00	10/10/03	Y	
51	spencergiftsux.com	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Registrar.com	10/10/00	10/10/03	Y	
52	spencergiftsux.net	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Registrar.com	10/10/00	10/10/03	Y	
53	spencergiftsux.org	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Registrar.com	10/10/00	10/10/03	Y	
54	spencergift.net	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Registrar.com	10/10/00	10/10/03	Y	
55	spencergift.org	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Registrar.com	10/10/00	10/10/03	Y	
56	spencergifts.net	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Registrar.com	10/10/00	10/10/03	Y	
57	spencergifts.org	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Registrar.com	10/10/00	10/10/03	Y	
58	spencergifts.net	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Registrar.com	10/10/00	10/10/03	Y	
59	spencergifts.org	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Registrar.com	10/10/00	10/10/03	Y	
60	spencers.net	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Registrar.com	10/10/00	10/10/03	Y	
61	spencers.org	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Registrar.com	10/10/00	10/10/03	Y	
62	spencertz.com	USA	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Registrar.com	10/12/00	10/10/03	Y	
63	spencergift.ws	Western Samoa	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Registrar.com	3/28/01	3/26/04	Y	
64	spencergifts.ws	Western Samoa	Spencer Gifts, Inc.	Registered	Spencer Gifts LLC	Registrar.com	10/10/00	1/29/05	Y	
65	daply.us	USA	Spencer Gifts	Registered	Spencer Gifts LLC	Registrar.com	10/10/00	10/10/03	Y	
66	spencergift.co	Cocos (Keeling) Islands	Spencer Gifts, Inc.	Registered	Laura Bay - Universal Studios	Registrar.Com and eNIC for .cc	4/6/01	4/6/03		11/15/2002 & 1/14/03 - Register.Com processing. 1/28/03 - Not done. Not renewed despite requests. 4/2003 - Letters on letterhead to be completed by both parties. 5/2003 - Draft IIR to SGI.
67	halloweenthrunk.com	USA	Spencer Gifts	Registered	Mike Short (UK)	Schmund + (Germany)	6/24/02	6/24/03		5/2003 - Transfer accepted by administrative contact; approval forthcoming.
68	halloweenthrunk.com	USA	Spencer Gifts	Registered	Mike Short (UK)	Schmund + (Germany)	6/24/02	6/24/03		5/2003 - Transfer accepted by administrative contact; approval forthcoming.

TRADEMARK

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PART III - TRADEMARK LICENSE AGREEMENTS

1. Master Merchandising License Agreement between Universal Studios Licensing LLLP (f/k/a Universal Studios Licensing, Inc.) and Spencer Gifts, Inc. dated March 12, 1997 and certain Schedules attached thereto.
2. Merchandising License Agreement between Spencer Gifts, LLC and Kiss Catalog Ltd. dated August 22, 2002, as amended by Amendment No. 1 to Merchandising Agreement dated December 18, 2002.
3. License Agreement between Spencer Gifts LLC and Giant Merchandising dated September 20, 2002.
4. Merchandise License between Spencer Gifts, Inc., Ultra Muchos, Inc., River City Films, Inc., and New Line Productions, Inc. dated November 15, 1999, as amended by the Merchandise License Amendment Agreement dated November 14, 2001.
5. Merchandise License between Spencer Gifts, Inc., Ultra Muchos, Inc., River City Films, Inc., and New Line Productions, Inc. dated December 2, 1999, as amended by the Merchandise License Amendment Agreement dated November 14, 2001.
6. Licensor Agreement between Spencer Gifts, Inc. and Enteraktion, Inc. dated July 28, 1997, as amended by Amendment to Exhibit A dated July 19, 2000, and as amended by a letter dated May 9, 2001 and approved May 21, 2001.
7. Merchandise License Agreement between Spencer Gifts, Inc. and MTV Networks, a division of Viacom International Inc. dated June 1, 2001, as amended by a letter dated April 30, 2002, and as amended by a letter dated December 27, 2001.
8. Merchandising License Agreement between Spencer Gifts LLC and Twentieth Century Fox Licensing and Merchandising, a unit of News America Incorporated, dated May 1, 1998, as amended by Amendment No. 1 dated August 12, 1999, Amendment No. 2 dated November 1, 1999, Amendment No. 3, March 19, 2001, and Amendment No. 4 dated October 15, 2002.
9. Retail License Agreement between Spencer Gifts, Inc. and Warner Bros. Consumer Products, a Division of Time Warner Entertainment Company, L.P., dated September 6, 2002.
10. Licensing Agreement – Domestic between Spencer Gifts, Inc. and Hearst Holdings, Inc., King Features Syndicate Division, dated December 16, 1998, as amended.
11. Licensing Agreement – Domestic between Spencer Gifts, Inc. and Hearst Holdings, Inc., King Features Syndicate Division, dated July 17, 1997, as amended.

12. Merchandising License Agreement between Spencer Gifts LLC and New Line Productions, Inc. dated April 10, 2002.
13. Merchandising License Agreement between Spencer Gifts, Inc. and New Line Productions, Inc. dated November 15, 1999, as amended by Amended Agreement dated November 15, 2001.
14. Merchandising License Agreement between Spencer Gifts LLC and New Line Productions, Inc. dated February 27, 2001.
15. Intellectual Property License Agreement between Spencer Gifts LLC and Bliss House, Inc. dated May 10, 2002.
16. Trademark & Merchandise License Agreement between Spencer Gifts, Inc. and Jack Daniel's Properties, Inc. dated September 1, 2001, as amended by First Amendment to the Trademark & Merchandise License Agreement dated October 1, 2002.
17. License Agreement among the Coca-Cola Company, Coca-Cola Ltd. and Spencer Gifts, Inc. dated January 1, 2002, and amended by letter agreement dated as of April 13, 2003.
18. Merchandising License Agreement between Spencer Gifts LLC and Tom Arma Studio, Inc. dated January 1, 2003.
19. License Agreement between Spencer Gifts and Playboy Enterprises International, Inc. dated November 14, 2002.

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