

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Cast Art Industries, LLC

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware Limited Liability Company

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: 02/28/2003

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal Address:

Street Address: 70 E. 55th Street, 14th Floor

City: New York State: NY Zip: 10022

- Individual(s) citizenship
- Association National Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,178,898  
2,184,426

Additional number(s) attached  Yes  No

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

Name: Kenji Iida

Internal Address:

Street Address: 1717 Embarcadero Road

City: Palo Alto State: CA Zip: 94303

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 3.41).....\$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501493

DO NOT USE THIS SPACE

9. Signature.

Kenji Iida

Name of Person Signing



Signature

08/20/03

Date

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

8

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

CH \$440.00 501493 2178898

**TRADEMARK RECORDATION FORM COVER SHEET**  
**PAGE 2 of 2**

Name of Conveying Party: Cast Art Industries, LLC  
Name of Receiving Party: PNC Bank, National Association

**Continuation of Item 4.B. Trademark Registration Numbers**

2,017,563  
2,020,702  
2,191,178  
2,184,425  
2,140,928  
2,140,929  
1,998,120  
2,062,558  
2,099,129  
2,666,821  
2,663,695  
2,336,789  
2,354,635  
2,392,325  
2,409,474

FROM PITNEY HARDIN KIPP &amp; SZUCH

(FRI) 2.28'03 17:59/ST. 17:53/NO. 4860127979 P 15

**CAST ART INDUSTRIES, LLC**  
**1693 Rinpau**  
**Corona, California 91719**

February 28, 2003

PNC Bank, National Association  
70 East 55<sup>th</sup> Street, 14<sup>th</sup> Floor  
New York, New York 10022  
Attn: Kenneth Kaestner, Vice President

Dear Mr. Kaestner:

Reference is hereby made to that certain Revolving Credit, Term Loan and Security Agreement, dated December 4, 2000, between Cast Art Industries, LLC ("Borrower") and the financial institution's named therein (collectively, the "Lenders", and individually, a "Lender"), PNC Bank, National Association ("PNC"), as agent for Lenders (PNC in such capacity, "Agent") and related documents (as same have been amended and modified, collectively, the "Loan Documents").

Borrower hereby voluntarily turns over to PNC, pursuant to the terms of the Loan Documents, possession of and control over the Borrower's assets more particularly described on Exhibit A annexed hereto and made a part hereof, which are: (i) subject to the lien and security interest of PNC (the "Collateral"), and (ii) located at the Borrower's premises at 1693 Rinpau, Corona, California 91719, and 30 Engelhard Drive, Cranbury, New Jersey 08512 (collectively, the "Premises"). The Collateral shall be turned over to PNC at the Premises.

Borrower acknowledges and agrees as follows:

- (i) Borrower is in default under the terms and conditions of the Loan Documents;
- (ii) PNC has a prior, perfected security interest in and to all of the Collateral;
- (iii) Agent may sell all or any portion of the Collateral from time to time on such terms and for such prices as Agent deems advantageous, at public or private sale on such notice, if any, as Agent deems suitable;
- (iv) Agent intends to dispose of the Collateral pursuant to and in accordance with the terms and conditions of the Uniform Commercial Code, as enacted and as amended in the State of New York (the "Code") and to apply the proceeds thereof to Borrower's obligations to the Lenders under the Loan Documents;
- (v) Agent has the right to undertake all such actions;

**TRADEMARK**  
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FROM PITNEY HARDIN KIPP &amp; SZUCH

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- (vi) Borrower has no defense with respect to the Borrower's obligations due to the Lenders, nor shall Borrower assert any objection or defense to Agent's actions with respect to the Collateral. Borrower hereby waives any and all rights it has or may claim to have under the Code with respect to the Collateral, Agent's rights relating to Borrower's default and Agent's enforcement of its security interests in and to the Collateral;
- (vii) The voluntary turnover of the Collateral to Agent is not in full satisfaction of Borrower's obligations to Lenders under the Loan Documents, and Borrower shall remain liable to Lenders for any deficiency balance remaining due to Lenders following Agent's liquidation of all or any of the Collateral;
- (viii) The voluntary surrender and turnover of the Collateral is not intended to be in satisfaction of the Borrower's obligations to Lenders under the Loan Documents except to the extent the proceeds from the disposition of any of the Collateral, after application of all expenses relating to said disposition, are applied to the satisfaction of said indebtedness;
- (ix) The Collateral constitutes only a portion of the Borrower's assets which are subject to the lien and security interest of Agent;
- (x) Borrower hereby renounces its right to notification of disposition of the Collateral under Section 9-611 of the Code; and
- (xi) Borrower hereby waives its right to redeem the Collateral under Section 9-623 of the Code;

Very truly yours,

Cast Art Industries LLC

By: Name: Scott ShermanTitle: President

TRADEMARK

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FROM PITNEY HARDIN KIPP & SZUCH

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By signing below, the undersigned acknowledge and agree: (i) to the terms of this Letter; (ii) that they each hereby renounce their respective right to notification or disposition of the Collateral under Section 9-611 of the Code, and (iii) that they each waive their respective right to redeem the Collateral under Section 9-623 of the Code.

Scott Sheppard

Date: 2/28/03

Frank Colapinto

Date: 2/28/03

Gary Barsciloti

Date: 2/28/03

Cast Art Industries, Inc.

By:

Name: SCOTT SHEPPARD

Title: President

Date: 2/28/03

FROM PITNEY HARDIN KIPP &amp; SZUCH

(FRI) 2. 28' 03 18:00/ST. 17:53/NO. 4860127979 P 18

**EXHIBIT A**

1. Accounts receivable of Cast Art Industries, LLC or Cast Art Industries, Inc. (collectively "Cast Art") which are identified on Schedule 1 to this Exhibit A.
2. Inventory on hand for active and inactive SKUs in the Dreamsicle line which are identified on Schedule 2 to this Exhibit A.
3. All orders previously placed and unfilled by Cast Art for the manufacture and delivery of active SKUs in the Dreamsicle line.
4. All product development materials relating the Dreamsicle line, including concept information, artwork and prototypes, subject to the MBI Documents (as defined in the Irrevocable Bid).
5. All master molds and epoxys relating to the Dreamsicle line which are in the possession of or under the control of Cast Art.
6. All intellectual property rights relating to the Dreamsicle line (subject to the MBI documents), including but not limited to the trademarks, domain names and licensing agreements identified on Schedule 3 to this Exhibit A.

FROM PITNEY HARDIN KIPP &amp; SZUCH

(FRI) 2. 28' 03' 18:00/ST. 17:53/NO. 4860127979 P 19

**SCHEDULE 3****REGISTERED TRADEMARKS****DREAMSICLES**

C1 14 75/025181	<b>Registered</b> Reg. No. 2,178,898 6th yr: 2004	08/04/98
C1 16 75/025184	<b>Registered</b> Reg. No. 2,184,426 6th yr: 2004	08/25/98
C1 20 75/024437	<b>Registered</b> Reg. No. 2,017,563 6th Yr: Filed: 08/22/2002	11/19/96
C1 21 75/024364	<b>Registered</b> Reg. No. 2,020,702 6th Yr: Filed: 08/22/2002	12/03/96
C1 24 75/025190	<b>Registered</b> Reg. No. 2,191,178 6th Yr: 2004	09/22/98
C1 28 75/024365	<b>Registered</b> Reg. No. 2,184,425 6th Yr: 2004	08/25/98

**DREAMSICLES W/CLOUD & STARS DESIGN**

C1 20 75/260551	<b>Registered</b> Reg. No. 2,140,928 6th Yr: 2004	03/03/98
C1 21 75/260552	<b>Registered</b> Reg. No. 2,140,929 6th Yr: 2004	03/03/98

**DREAMSICLES HEAVENLY CLASSICS (STYLIZED)**

C1 21 74/687700	<b>Registered</b> Reg. No. 1,998,120 6th Yr: Filed: 08/19/2002	09/03/96
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**DREAMSICLES & ME (STYLIZED)**

C1 20 74/687699	<b>Registered</b> Reg. No. 2,062,558 6th yr: 2003	05/20/97
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**DREAMSICLES KIDS (STYLIZED)**

C1 20 74/141772	<b>Registered</b> Reg. No. 2,099,129 6th yr: 2003	09/23/97
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**DREAMSICLES FLYING CIRCUS**

C1 20 75/782391	<b>Registered</b> Reg. No. 2,666,821 6 <sup>th</sup> yr: 2008	12/24/2002
C1 21 75/782533	<b>Registered</b> Reg. No. 2,663,695 6 <sup>th</sup> yr: 2008	12/17/2002

FROM PITNEY HARDIN KIPP & SZUCH

(FRI) 2. 28' 03 18:01/ST. 17:53/NO. 4860127979 P 20

ANGEL HUGS

C1 20 75/548438

Registered  
Reg. No. 2,336,789 6th Yr: 2006

03/28/00

C1 28 75/548439

Registered  
Reg. No. 2,354,635 6th Yr: 2006

06/06/00

NORTHERN LIGHTS

C1 20 75/697437

Registered  
Reg. No. 2,392,325 6th Yr: 2006

10/03/00

C1 21 75/696607

Registered  
Reg. No. 2,409,474 6th Yr: 2006

11/28/00