

04-28-2003



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Form PTO-1594 (Rev. 10/02)

RE

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

OMB No. 0651-0027 (exp. 6/30/2005)

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):

4-23-03

Bandai America Incorporated

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

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

3. Nature of conveyance:

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

Execution Date: _____

2. Name and address of receiving party(ies)

Name: The Upper Deck Company, LLC

Internal Address: _____

Street Address: 5909 Sea Otter Place

City: Carlsbad State: ca Zip: 92008

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

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) 191

B. Trademark Registration No.(s) 100

Additional number(s) attached Yes No

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

Name: Kevin F. Cahill

Internal Address: _____

Street Address: 5909 Sea Otter Place

City: Carlsbad State: ca Zip: 92008

6. Total number of applications and registrations involved: 291

7. Total fee (37 CFR 3.41).....\$ 7,290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Kevin F. Cahill
Name of Person Signing

Kevin F. Cahill
Signature

April 22, 2003
Date

Total number of pages including cover sheet, attachments, and document: 6

04/25/2003 ECOOPER 00000243 75833197

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

01 FC:8521
02 FC:8588

40.00 OP
7250.00 OP

TRADEMARK
REEL: 002722 FRAME: 0689

D
F

RECORDATION FORM COVER SHEET

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75/833,197	76/031,759	75/858,116	75/659,552	75/812,341
75/933,807	76/034,579	75/858,109	75/663,262	75/812,337
75/933,806	75/799,799	76/130,162	76/013,684	75/812,335
76/089,926	75/799,979	76/130,160	75/804,193	75/812,344
76/090,021	75/799,975	76/130,158	75/570,890	75/812,336
76/013,663	75/812,328	75/811,812	76/063,392	75/812,342
76/013,662	75/799,978	75/811,815	76/063,391	75/812,338
76/013,661	75/799,976	75/811,816	76/063,393	
75/799,989	75/812,350	75/811,818	75/495,208	
75/811,971	75/799,977	75/811,811	75/495,208	
75/811,970	75/812,329	75/811,817	75/811,801	
75/812,333	75/811,974	75/811,813	75/811,802	
75/799,990	76/130,161	75/811,819	75/811,808	
75/812,332	76/034,577	75/811,814	75/811,810	
75/799,987	76/034,578	75/811,820	75/811,805	
75/799,986	75/799,993	76/055,699	75/811,803	
75/799,985	75/812,351	76/053,367	75/811,804	
75/799,991	75/812,327	76/053,366	75/811,807	
75/799,984	75/812,326	76/053,300	75/811,809	
75/812,331	75/799,995	76/053,301	75/811,806	
75/799,983	75/799,994	76/053,365	74/592,931	
75/811,972	75/799,996	76/053,412	76/038,594	
75/799,982	75/799,997	76/119,607	75/420,842	
75/811,973	75/812,352	76/053,363	75/420,843	
75/812,330	75/799,992	76/053,364	75/420,847	
75/799,988	75/811,824	76/053,361	75/421,048	
75/799,981	75/811,982	76/053,362	75/421,047	
75/799,980	75/811,984	75/064,130	75/420,848	
75/934,424	75/811,980	75/635,844	75/420,846	
75/932,371	75/811,822	76/031,760	75/420,845	
75/933,805	75/811,823	76/130,157	75/921,543	
75/933,804	75/811,979	76/000,220	74/592,930	
75/936,122	75/811,821	76/200,862	75/235,681	
75/933,800	75/811,983	76/122,360	75/651,702	
75/931,168	75/811,981	75/936,121	75/812,345	
75/931,170	75/903,379	75/933,801	75/811,977	
75/931,161	75/903,375	75/703,297	75/812,348	
75/931,164	75/756,070	75/703,297	75/811,978	
75/931,167	75/858,111	75/644,398	75/811,975	
75/931,163	75/858,108	76/130,159	75/812,349	
75/931,165	75/858,107	76/122,359	75/812,346	
75/931,166	75/858,110	75/717,147	75/811,800	
75/931,169	75/858,112	75/568,736	75/812,347	
75/931,162	75/858,113	75/933,803	75/812,343	
75/921,890	75/858,114	75/933,802	75/812,340	
75/921,544	75/858,115	75/698,823	75/812,339	

2,406,938	2,165,007	1,965,709
1,851,454	2,221,824	2,397,920
2,165,008	2,370,758	2,170,304
2,179,830	1,941,455	2,326,592
1,941,581	1,851,452	1,912,498
2,165,006	1,852,380	2,062,263
2,053,369	2,319,395	2,141,306
2,093,283	2,177,761	1,825,117
2,416,448	2,211,898	
1,922,921	1,912,073	
2,055,988	2,142,949	
2,056,317	2,221,823	
2,267,529	2,058,365	
1,963,492	2,168,638	
1,983,557	2,051,417	
2,309,365	2,053,259	
1,916,374	2,051,307	
1,969,991	2,051,402	
1,920,868	2,051,420	
1,851,453	2,053,371	
2,177,763	2,053,372	
2,281,597	2,051,419	
1,953,992	2,091,799	
2,177,762	2,051,416	
2,360,979	2,051,418	
2,169,929	2,053,370	
1,963,490	1,586,725	
2,293,952	2,066,318	
1,964,524	2,416,435	
2,409,270	2,116,410	
2,104,044	2,273,081	
1,970,304	2,273,082	
1,917,273	2,222,874	
1,936,100	2,112,500	
2,274,109	1,976,466	
1,963,491	1,687,365	
1,908,405	1,985,710	
1,937,232	2,275,013	
2,316,707	1,986,925	
2,005,742	2,171,855	
1,912,496	1,969,990	
2,402,307	1,589,910	
2,317,032	2,273,056	
1,963,493	1,978,217	
1,891,723	2,226,889	
1,922,922	2,112,501	

**MEMORANDUM AND AGREEMENT OF
TERMINATION OF TRADEMARK SECURITY INTEREST**

December 12

This MEMORANDUM AND AGREEMENT OF TERMINATION OF TRADEMARK SECURITY INTEREST is made as of ~~October~~ , 2002 by and between The Upper Deck Company, LLC, a Delaware limited liability company ("Upper Deck") and Bandai America Incorporated, a California corporation ("BAI"), with reference to the following:

A. In order to secure the performance by Upper Deck to BAI of certain obligations (the "Secured Obligations"), pursuant to a Security Agreement dated as of December 29, 2000 between the parties Upper Deck, as Assignor, and BAI, as Assignee, entered into a Memorandum of Trademark Security Interest dated as of December 29, 2000 (the "Memorandum of Security Interest"), by which Upper Deck granted to BAI a security interest (the "Trademark Security Interest") in the trademarks described in Schedule A hereto (the "Upper Deck Trademarks");

B. Upper Deck has performed the Secured Obligations and BAI is obligated to terminate the Trademark Security Interest granted to it in the Upper Deck Trademarks.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by each of the parties, it is agreed as follows:

1. BAI hereby irrevocably terminates, fully and completely, the Trademark Security Interest granted to BAI in the Upper Deck Trademarks.
2. BAI represents and warrants to Upper Deck that it has not heretofore assigned or otherwise transferred or conveyed, either in whole or in part, the Trademark Security Interest and BAI has the requisite power and authority to execute and deliver this Memorandum of Termination of Trademark Security Interest and to terminate the Trademark Security Interest pursuant hereto.
3. At no cost to BAI, BAI agrees to execute and deliver and to join in the recording of such further documents and instruments, as Upper Deck may at any time or from time to time hereafter request, to better evidence and effectuate the termination of the Trademark Security Interest and to reassign and re-vest in Upper Deck all rights and interest granted to BAI in the Upper Deck Trademarks under or pursuant to the Memorandum of Security Interest and the above referenced Security Agreement.
4. This Memorandum and Agreement may be executed by the parties in separate counterparts, and all such executed counterparts, and any facsimile copies thereof, shall constitute one and the same agreement, binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

*(Remainder of this page intentionally left blank.
Signatures of parties follow on next page)*

IN WITNESS WHEREOF, the parties hereto have cause this Memorandum of Termination of Trademark Security Interest to be executed as of the day and year first above written.

BAI:

BANDAI AMERICA INCORPORATED,
a California Corporation

By:  _____

Name: Mark Tsuji

Title: President

UPPER DECK:

THE UPPER DECK COMPANY, LLC
a Delaware limited liability company

By:  _____

Name: Richard McWilliam

Title: CEO

(Notary Acknowledgments follow)

CALIFORNIA ALL-PURPOSE NOTARY ACKNOWLEDGMENT

***** OPTIONAL SECTION ***
CAPACITY CLAIMED BY SIGNER**

State of California

County of Orange

On this 6 day of December, 2002, before me,

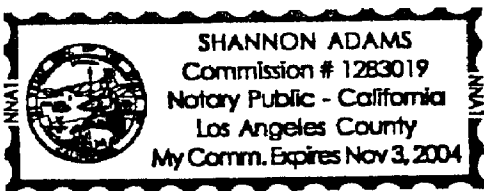
Shannon Adams, Notary Public
Name, Title of Officer

personally appeared MARK TSUJI
Name(s) of Signer(s)

personally known to me – OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Shannon Adams
SIGNATURE OF NOTARY



Through statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document

- INDIVIDUAL
- CORPORATE OFFICERS(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Bandai America Incorporated

CALIFORNIA ALL-PURPOSE NOTARY ACKNOWLEDGMENT

***** OPTIONAL SECTION ***
CAPACITY CLAIMED BY SIGNER**

State of California

County of San Diego

On this 16th day of DECEMBER, 2002, before me,

KAREN L. FALETTE, NOTARY PUBLIC
Name, Title of Officer

personally appeared RICHARD P. McWILLIAM
Name(s) of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Karen L. Falette
SIGNATURE OF NOTARY



Through statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document

- INDIVIDUAL
- CORPORATE OFFICERS(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: Limited Liability Company Officer

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

The Upper Deck Company, LLC