

Form PTO-1594 (rev 3/1) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** U. S. Department of Commerce 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(ies):  
**Fun Express, Inc.**  
 \_\_\_ Individual(s) \_\_\_ Association  
 \_\_\_ General Partnership \_\_\_ Limited Partnership  
 Corporation - **Nebraska**  
 \_\_\_ Other  
 Additional name(s) of conveying party(ies) attached? \_\_\_ Yes  No

2. Name and Address of receiving party(ies)  
**Credit Suisse First Boston, Cayman Islands Branch, as Administrative Agent**  
**11 Madison Avenue**  
**New York, NY 10010**  
 \_\_\_ Individual(s) citizenship  
 \_\_\_ Association  
 \_\_\_ General Partnership  
 \_\_\_ Limited Partnership  
 \_\_\_ Corporation  
 Other - **Swiss Bank**  
 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

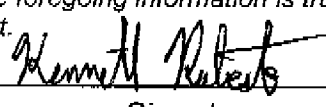
3. Nature of conveyance:  
 \_\_\_ Assignment \_\_\_ Merger  
 \_\_\_ Security Agreement \_\_\_ Change of Name  
 Other: **Grant of Trademark Security Interest**  
 Execution Date: **January 8, 2004**

4. Application number(s) or registration number(s):  
 A. Trademark Application No(s).  
 B. Trademark Registration No(s).  
 2144168 2234368  
 2510221 2510278  
 Additional numbers attached?  Yes \_\_\_ No

6. Total number of applications/registrations involved: **4**  
 7. Total fee (37 CFR 3.41) **\$115**  
 All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 217730/1788)  
 8. Deposit Account No. **19-2385**

5. Name and address of party to whom correspondence concerning document should be mailed:  
**Kenneth A. Rubenstein, Esq.**  
**SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP**  
**Four Times Square**  
**New York, New York 10036**

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.*  
**Kenneth A. Rubenstein**  **January 15, 2004**  
 Name Signature Date  
 Total number of pages including cover sheet, attachments, and document: **5**

CH \$116.00 192386 2144168

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, FUN EXPRESS, INC.**, a Nebraska corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS, Oriental Trading Company, Inc.**, a Delaware corporation ("**Company**"), has entered into a Credit Agreement dated as of January 8, 2004 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Credit Suisse First Boston, acting through its Cayman Islands Branch, as administrative agent for Lenders (in such capacity, "**Secured Party**"), as joint lead arranger and as sole book-running manager, and BNP Paribas Securities Corporation as joint lead arranger, pursuant to which Lenders have made certain loans, subject to the terms and conditions set forth in the Credit Agreement, to Company; and

**WHEREAS, Company** may from time to time enter, or may from time to time have entered, into one or more Lender Hedge Agreements with one or more Hedge Agreement Counterparties; and

**WHEREAS, Grantor** has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Hedge Agreements, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof; and

**WHEREAS, pursuant to the terms of a Security Agreement** dated as of January 8, 2004 (said Security Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, the "**Security Agreement**"; capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Security Agreement), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral (as defined);

**NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):**

all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the

United States and any state thereof and in foreign countries (the "Trademark Rights"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "Associated Goodwill"); and

all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes: (a) whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Trademark Collateral; (b) whatever is collected on, or distributed on account of, the Trademark Collateral; (c) rights arising out of the Trademark Collateral; (d) to the extent of the value of the Trademark Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Trademark Collateral; (e) to the extent of the value of the Trademark Collateral, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Trademark Collateral (whether or not Secured Party is the loss payee thereof); and (f) whatever is receivable or received when the Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.


Notwithstanding anything contained herein to the contrary, the relative rights and remedies of Secured Party hereunder and the First Lien Administrative Agent shall be subject to and governed by the terms of the Intercreditor Agreement at any time the Intercreditor Agreement is in effect. In the event of any inconsistency between the terms hereof and the Intercreditor Agreement, the Intercreditor Agreement shall control at any time the Intercreditor Agreement is in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the \_\_ day of January, 2004.

FUN EXPRESS, INC.

By:   
Name:  
Title:

Grant of Trademark Security Interest (Fun Express)

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**Fun Express, Inc.**

**United States**

Super Kid character design	75/172557	03-17-98	2,144,168
Lightning bolt design	75/491043	03-23-99	2,234,368
Kidfluence	76/211,344	11-20-01	2,510,221
When it comes to fun, we're all business	76/216,376	11-20-01	2,510,278

**SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP**

FOUR TIMES SQUARE  
NEW YORK 10036-6522

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EMAIL: mmcguire@skadden.com

**FACSIMILE TRANSMITTAL SHEET**

FROM: Michael McGuire  
DIRECT DIAL: 212-735-4104  
DIRECT FACSIMILE: 917-777-4104

DATE: January 15, 2004  
FLOOR/OFFICE No.: 26-124  
REFERENCE No.: 217730/1788

THIS FACSIMILE IS INTENDED ONLY FOR USE OF THE ADDRESSEE(S) NAMED HEREIN AND MAY CONTAIN LEGALLY PRIVILEGED AND/OR CONFIDENTIAL INFORMATION. IF YOU ARE NOT THE INTENDED RECIPIENT OF THIS FACSIMILE, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS FACSIMILE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL FACSIMILE TO US AT THE ADDRESS ABOVE VIA THE LOCAL POSTAL SERVICE. WE WILL REIMBURSE ANY COSTS YOU INCUR IN NOTIFYING US AND RETURNING THE FACSIMILE TO US.

TOTAL NUMBER OF PAGES INCLUDING COVER(S): **6**

NAME: Assignment Division  
CITY: Arlington  
FACSIMILE No.: 703-306-5995

FIRM: U.S. Patent and Trademark Office  
TELEPHONE No.: 703-308-9723

MESSAGE: **Trademarks**

The Commissioner is authorized to charge all fees for the attached recordation request to our deposit account 19-2385.

  
Michael McGuire