

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):
Oriental Trading Company, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - **Delaware**
 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).

2488017	2100038	2134712
1986834	2623826	1963552
2074301	2300930	1754376
1419837	1765166	2543046
2127520	2125227	

Additional numbers attached? Yes No

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**


6. Total number of applications/registrations involved: 14

7. Total fee (37 CFR 3.41) **\$375**
 All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 217730/1788)

8. Deposit Account No. **19-2385**

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 \$365.00 192385 2488017

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, ORIENTAL TRADING COMPANY, INC., a Delaware 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, Grantor 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 Grantor; and

WHEREAS, Grantor 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, 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.

ORIENTAL TRADING COMPANY, INC.

By: Stephen R. Fry

Name:

Title:

Grant of Trademark Security Interest (OTC)

TRADEMARK

REEL: 002778 FRAME: 0953

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

Oriental Trading Company, Inc.

United States

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Date (or Application Filing Date)</u>	<u>Registration Number</u>
a`r`r`i`c`l`e`s	75/482798	09-11-01	2,488,017
a`r`r`i`c`l`e`s	N/A	N/A	N/A
advantage			
a`r`r`i`c`l`e`s	N/A	05-12-99	10001936
Catalog (Nebraska service mark registration)			
Bible Pals	N/A	N/A	N/A
Business Edition	N/A	N/A	N/A
Carnival Connection	N/A	N/A	N/A
Friendship Club	74/802362	09-23-97	2,100,038
Friendship Club	74/501934	02-03-98	2,134,712
Fun & Faith	N/A	N/A	N/A
Fun Express	74/655276	07-16-96	1,986,834
Fun Express & Design	76/215,965	09-24-02	2,623,826
Fun Express Giftware	N/A	N/A	N/A
Fun Favors	N/A	N/A	N/A
FUNdraising	N/A	N/A	N/A
Hands on Fun	N/A	N/A	N/A
Happysacks	74/686773	03-19-96	1,963,552
Inspirations A Celebration of Faith	74/664666	06-24-97	2,074,301
Kid's Power	N/A	N/A	N/A
Pac/Promotions			
K.I.S.S. Kits	N/A	N/A	N/A
Little Red Wagon	75/514632	12-14-99	2,300,930
Oriental Trading	74/278581	02-23-93	1,754,376
OTC logo design	73/583517	12-09-86	1,419,837
Our Earth	74/145120	04-13-93	1,765,166
Terry's Village	76/296547	02-26-02	2,543,046
Terry's Village logo	74/537285	01-06-98	2,127,520
The Party Book	N/A	N/A	N/A
The Village	N/A	N/A	N/A
TKW Advertising Agency (Nebraska trade name registration)	N/A	11-21-91	1155347
Village Express	N/A	N/A	N/A
Winterland Gift Shoppe	N/A	N/A	N/A
World's Biggest Toybox	75/172555	12-30-97	2,125,227

TRADEMARK

REEL: 002778 FRAME: 0954

Canada

<u>Mark</u>	<u>File Number</u>	<u>Registration Date (or Application Filing Date)</u>	<u>Registration Number</u>
OTC and design	881786	10-20-99	TMA518,304
Oriental Trading	881785	01-21-00	TMA522,030

TRADEMARK