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To the Honorable Commissioner of Patents

no original documents or copy inereol.

Name of conveying party(ies):

ValleyCrest Companies

7-14-03

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

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

Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: June 30, 2003

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent

Internal Address: \_\_\_\_\_

Street Address: 350 S. Beverly Drive

City: Beverly Hills State: CA ZIP: 90212

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

7766628

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Laura Konrath

Internal Address: Winston & Strawn  
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (37 CFR 3.41).....\$ 815

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

07/17/2003 ECOOPER 00000031 2266628

DO NOT USE THIS SPACE

01 FC:0521

40.00 OP

02 FC:0522

775.00 OP

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.

Laura Konrath  
Name of Person Signing

Signature

Date

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

FINANCE SECTION  
2003 JUL 16 AM 7:36

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

*Continuation  
Item 4*

TRADEMARK REGISTRATIONS

	MARK	REGISTRATION NUMBER	REGISTRATION DATE	STATUS
1	A PASSION FOR PERFECTION	2,266,628	8/3/99	Registered
2	BREAKING NEW GROUND	2,329,809	3/14/00	Registered
3	CARE FOR IT	2,329,949	3/14/00	Registered
4	ECI	2,422,854	1/23/01	Registered
5	ENVIRONMENTAL CARE	2,389,086	9/26/00	Registered
6	HOLIDAY WORKS	2,453,215	5/22/01	Registered
7	NATURAL ENGINEERING	2,365,137	7/4/00	Registered
8	VALLEY CREST	2,282,997	10/5/99	Registered
9	Corporate Logo (Plumeria)	2,266,591	8/3/99	Registered
10	EXPERIENCE IN PLAY	2,264,654	7/27/99	Registered
X	CARE FOR IT (California state mark)	83,463	11/14/86	Registered

*CALIFORNIA*

TRADEMARK APPLICATIONS

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Miscellaneous Design (Plumeria)	76/437,391	8/5/02	Published

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**TRADEMARK LICENSES**

None.

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2003, by ValleyCrest Companies, a California corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of June 30, 2003 by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers.

WHEREAS, Agent and Lenders are willing to continue to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and 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.

**[signature page follows]**

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

**VALLEYCREST COMPANIES**

By:   
Name: Andrew J. Mandell  
Title: EVP and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Duly Authorized Signatory


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

**VALLEYCREST COMPANIES**

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION

By:   
Name: Todd Gronski  
Title: Duly Authorized Signatory

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

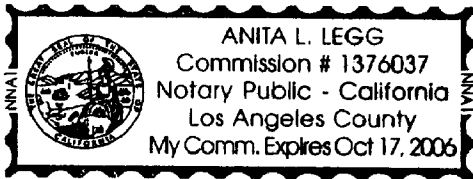
State of California

County of Los Angeles

On June 26, 2003 before me, Anita L. Legg, Notary Public,  
Date Name and Title

Personally appeared Andrew J. Mandell,  
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.

Anita L. Legg  
Signature of Notary

**OPTIONAL**

**Description of Attached Document**

Title or Type of Document: Trademark Security Agreement (USL)

Document Date: \_\_\_\_\_ Number of Pages \_\_\_\_\_

Signer(s) Other Than Named Above: General Electric Capital Corporation

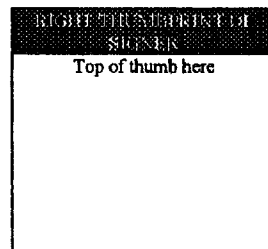
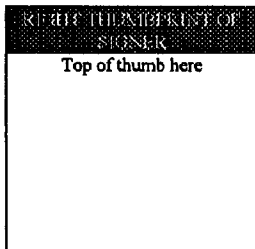
**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Andrew J. Mandell

Individual  
 Corporate Officer  
Title(s): VP and Secretary-Treasurer

Signer's Name: \_\_\_\_\_

Individual  
 Corporate Officer  
Title(s): \_\_\_\_\_





SCHEDULE I  
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