

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GT Merchandising & Licensing LLC		11/30/2003	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York Banking Corporation:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	76524441	5 MINUTES TO FABULOUS
Serial Number:	76525946	5 MINUTES TO FABULOUS
Serial Number:	76501481	HAVE A BALL
Serial Number:	76498939	IGNITE THE CIRCUIT
Serial Number:	76492332	SPIN FEVER
Serial Number:	76521686	WALK OFF INCHES GUARANTEED

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-2276

Email: KSolomon@stblaw.com

Correspondent Name: Alison J. Winick, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

900005556

TRADEMARK
REEL: 002799 FRAME: 0043

OP \$165.00 76524441

ATTORNEY DOCKET NUMBER:	509265/0922
NAME OF SUBMITTER:	Kimberly Solomon
<p>Total Attachments: 5</p> <p>source=GTLLC_SI#page1.tif</p> <p>source=GTLLC_SI#page2.tif</p> <p>source=GTLLC_SI#page3.tif</p> <p>source=GTLLC_SI#page4.tif</p> <p>source=GTLLC_SI#page5.tif</p>	

GRANT OF
SECURITY INTEREST IN ADDITIONAL TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN ADDITIONAL TRADEMARK RIGHTS ("Agreement"), dated as of November ~~30~~, 2003 is made by GT Merchandising & Licensing LLC, a Delaware limited liability company (the "Grantor"), in favor of JPMorgan Chase Bank, a New York banking corporation, as administrative agent (the "Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of February 6, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among GT Brands Holdings LLC ("Holdings"), GT Brands LLC (the "Borrower"), the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor, Holdings, the Borrower, and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of February 6, 2003 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"; terms not defined herein being used herein as therein defined), in favor of the Agent for the benefit of the Agent and the Lenders;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in all Intellectual Property, including the Trademarks acquired by such Grantor after the Closing Date or in which such Grantor acquires any right, title or interest after the Closing Date;

WHEREAS, after execution of the Credit Agreement, additional Trademarks as set forth on Schedule A have been acquired by the Grantor; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to continue to make loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Agent and the Lenders, a security interest in all of the Trademarks now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (including, without limitation, those items listed on Schedule A hereto), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent and the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

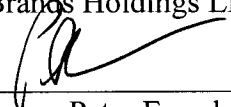
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GT MERCHANDISING & LICENSING LLC

By: GT Brands LLC, its sole member

By: GT Brands Holdings LLC, its sole member

By: 
Name: Peter Ezersky
Title: Manager

JPMORGAN CHASE BANK,
as Agent

By: _____
Name:
Title:

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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GT MERCHANDISING & LICENSING LLC

By: GT Brands LLC, its sole member

By: GT Brands Holdings LLC, its sole member

By: _____

Name: Peter Ezersky

Title: Manager

JPMORGAN CHASE BANK,
as Agent

By: Kathy A. Duncan

Name: Kathryn A. Duncan

Title: Vice President

SCHEDULE A

Additional U.S. Trademarks Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
5 MINUTES TO FABULOUS	76/524,441
5 MINUTES TO FABULOUS	76/525,946
HAVE A BALL	76/501,481
IGNITE THE CIRCUIT	76/498,939
SPIN FEVER	76/492,332
WALK OFF INCHES GUARANTEED	76/521,686