

10-09-2003

Form PTO-1594

(Rev. 10/02)

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

Tab settings

OFFICE OF RECORDATION  
TRADEMARKS



DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102571204

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

THE MARVEL GROUP, INC.

10.3.03

- 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
- Merger
- Change of Name

Execution Date: SEPTEMBER 30, 2003

2. Name and address of receiving party(ies)

Name: LASALLE BANK NATIONAL ASSOCIATION

Internal

Address:

Street Address: 135 SOUTH LASALLE STREET

City: CHICAGO State: IL Zip: 60603

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

78/305,176 and 78/305,187

B. Trademark Registration No.(s) 1,265,022,

1,544,481, 1,619,485, 1,577,786,  
1,877,655, 2,048,175, 2,049,890 and  
2,100,284

Additional number(s) attached  Yes  No

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

Name: SCOTT A. JOSEPHSON

Internal Address:

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ 400.00

- Enclosed
- Authorized to be charged to deposit account

Street Address: 180 NORTH LASALLE STREET

SUITE 3700

City: CHICAGO State: IL Zip: 60601

8. Deposit account number:

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

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.

SCOTT A. JOSEPHSON

Name of Person Signing

Signature

OCTOBER 2, 2003

Date

Total number of pages including cover sheet, attachments, and document: 10

10/09/2003 EDDPER 00000002 78305176

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

01 FC:6521  
02 FC:6522

40.00 SP  
225.00 SP

TRADEMARK  
REEL: 002841 FRAME: 0203

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into this 30<sup>th</sup> day of September, 2003, by and between The Marvel Group, Inc., a Delaware corporation ("Pledgor"), and LaSalle Bank National Association, a national banking association ("Bank").

### WITNESSETH:

WHEREAS, Pledgor and Bank have entered into that certain Loan Agreement dated of even date herewith, as amended from time to time (the "Loan Agreement") (Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement); and

WHEREAS, Bank has required as a condition, among others, to entering into the Loan Agreement, in order to secure the prompt and complete payment, observance and performance of all of the Liabilities thereunder, that the Pledgor execute and deliver this Agreement to Bank.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Security Interest in Trademarks and Licenses. To secure a prompt, complete and timely payment, performance and satisfaction of all of the Liabilities, Pledgor hereby grants to Bank, for the benefit of Bank, a security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, on all of Pledgor's now owned or existing or hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements or dilutions thereof, (iv) the goodwill of Pledgor's business symbolized by the foregoing and connected therewith and (v) all of Pledgor's rights corresponding thereto throughout the world (collectively, the "Trademarks"); and

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party in connection with any of the Trademarks or such other party's Trademarks and registered trademarks, trademark applications, service marks, registered service marks, service mark applications, trade names and trade styles, whether Pledgor is a licensor or licensee under any such license agreement, including without limitation, those license agreements listed on Schedule B attached hereto and made a part hereof, and the right, upon the

occurrence and during the continuation of an Event of Default, to prepare and sell any and all inventory now or hereafter owned by Pledgor and now or hereafter covered by such licenses, and all books and all records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing (collectively, the "Licenses").

2. New Trademarks and Licenses. Pledgor hereby represents and warrants to Bank that (i) Schedule A sets forth all of the Trademarks owned by Pledgor as of the date of this Agreement, (ii) Schedule B sets forth all of the Licenses held by Pledgor as of the date of this Agreement and (iii) no other liens, claims or security interests have been granted by Pledgor to any other Person in such Trademarks and Licenses. Pledgor hereby agrees that if, prior to the termination of this Agreement, Pledgor shall obtain rights to any new Trademarks, file any application for registration thereof, become entitled to the reissue, division, continuation, renewal, extension or continuation-in-part of any Trademark or Licenses, or enter into any new License, then (i) the provisions of this Agreement shall automatically apply thereto, (ii) Pledgor shall promptly furnish written notice thereof to Bank together with information sufficient to permit Bank, upon its receipt of such notice, to modify this Agreement, as appropriate, by amending Schedules A and B and (iii) Pledgor shall execute and deliver, with regard to any Trademarks, any agreements, instruments and documents that Bank may reasonably request from time to time to further effect and confirm the assignment and grant of security interest created by this Agreement in such Trademarks, and Pledgor hereby appoints Bank, at all times during the continuance of an Event of Default, its attorney-in-fact to execute, deliver and record any and all such agreements, instruments and documents for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed and such power, being coupled with an interest, shall be irrevocable for so long as this Agreement shall be in effect with respect to Pledgor.

3. Royalties. Pledgor hereby agrees that the use by Bank of the Trademarks and Licenses as authorized hereunder shall be coextensive with the Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Bank to Pledgor.

4. Termination of Bank's Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Liabilities and termination of the Loan Agreement, this Agreement shall terminate. Following such termination, Bank shall, upon the request of Pledgor, execute a written release confirming the termination and any and all other documents reasonably requested by Pledgor or the United States Patent and Trademark Office or any similar office or agency in any state, province or county, in connection with such termination.

5. Duties of the Pledgor. Pledgor shall (i) prosecute diligently any Trademark or service mark application, if any, that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) make application on registrable trademarks or service marks as Pledgor deems appropriate, and (iii) take all reasonable steps to preserve and maintain all of Pledgor's rights in the Trademarks and Licenses whether now existing or hereafter acquired or arising, including, without limitation, making timely filings with the

United States Patent and Trademark Office or any similar office or agency in any state, province or country or renewals and extensions and diligently monitoring unauthorized use hereof.

6. Future Agreements. Pledgor agrees that, until all of the Liabilities have been paid in full and Bank terminates this Agreement, it will not enter into any agreements, including, without limitation, any license agreements, which is inconsistent with Pledgor's obligations hereunder, without Bank's prior written consent.

7. Inspection. Pledgor hereby grants to Bank and its employees and agents the right to visit Pledgor's facilities to inspect the products and quality control records relating to the products sold under any of the Trademarks at all reasonable times during regular business hours.

8. Bank's Right to Sue. After the occurrence and during the continuation of an Event of Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks or Licenses and, if the Bank shall commence any such suit, Pledgor shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement. Pledgor shall, upon demand, promptly reimburse Bank for all costs and expenses incurred by Bank in the exercise of such enforcement (including, without limitation, reasonable attorneys' fees).

9. Waivers. No course of dealing between Pledgor and Bank and no failure or delay on the part of Bank to exercise, or delay in exercising, any right, power or privilege hereunder, under the Loan Agreement or under any other agreement, shall operate as a waiver of any of Banks' rights, powers or partial exercise of any right, power or privilege hereunder, under the Loan Agreement or under any other agreement.

10. Amendment. Except as otherwise provided in Section 2 hereof, no amendment, modification, termination or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by Pledgor and Bank.

11. Cumulative Remedies; Power of Attorney. All of the rights and remedies of Bank with respect to the Trademarks or Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. After the occurrence and during the continuance of an Event of Default, Pledgor hereby appoints Bank and all Persons as Bank may designate, in its sole and absolute discretion, as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement. Pledgor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Liabilities shall have been paid in full and all financing arrangements between Bank and Pledgor shall have been terminated. Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and

remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or Licenses may be located or deemed located.

12. **Binding Effect; Benefits.** This Agreement shall be binding upon Pledgor and its successors and assigns, and shall inure to Bank, for the benefit of Bank, and its nominees. Pledgor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Pledgor. Pledgor shall not assign its obligations hereunder without Bank's prior written consent.

13. **Governing Law; Venue and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held invalid or prohibited under applicable law, such provision shall be ineffective only to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Pledgor, for itself and its successors and assigns, irrevocably agrees that it shall not bring any actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement, other than in courts having situs within the city of Chicago, Illinois. Pledgor hereby consents and submits to the jurisdiction of any local, state or federal court located within said city and state. Pledgor hereby waives any right it may have to transfer or change venue of any such action or proceeding.

14. **Notices.** All notices or other communications required or desired to be served, given or delivered hereunder shall be served, given or delivered and shall be deemed to have been validly served, given or delivered in accordance with the Loan Agreement.

15. **Duty of Bank.** Bank shall not be liable for any actions, omissions, errors of judgment or mistakes of fact or law with respect to the Trademarks or Licenses except as a result of the gross negligence or willful misconduct of Bank. Without limiting the generality of the foregoing, Bank shall not be under any obligation to take any action necessary or preserve rights in the Trademarks or Licenses against any other Persons but may do so at their option, and all expenses incurred in connection therewith shall be for the sole account of Pledgor and added to the Liabilities secured hereby.

16. **Section Headings.** The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

*[Remainder of Page Left Intentionally Blank]*

IN WITNESS WHEREOF, the parties hereby have duly executed this Agreement as of the date first written above.

PLEDGOR:

THE MARVEL GROUP, INC.

By:   
Its: President

BANK:

LASALLE BANK NATIONAL ASSOCIATION

By:   
Its: Vice President

Schedule A  
to  
Trademark Security Agreement

Registered U.S. Trademarks

<b>TRADEMARK</b>	<b>REG. NUMBER</b>	<b>REG. DATE</b>
MULTI-MODE	1,265,022	1/24/84
MARVEL	1,544,481	6/20/89
MARVEL (and Design)	1,619,485	10/30/90
QUORUM	1,577,786	1/16/90
ENSEMBLE	1,877,655	2/07/95
SYMMETRY	2,048,175	3/25/97
ENDEAVOR	2,049,890	4/1/97
OFFICE FURNITURE FOR THE INFORMATION AGE	2,100,284	9/23/97

Trademark Applications

<b>TRADEMARK</b>	<b>APP. NO.</b>	<b>APP. DATE</b>
ALLEGRA	78/305,176	9/25/03
MARVEL ZAPF	78/305,187	9/25/03

Tradenames

MARVEL

THE MARVEL GROUP

MARVEL OFFICE FURNITURE

Internet Domain Names

MARVELGROUP.COM

MARVELGROUP.BIZ

(to be assigned by Masco Corporation)



**Schedule B  
to  
Trademark Security Agreement**

Licenses

Design and license agreement with Otto Zapf dated June 11, 1998; addendum effective January 1, 2002

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into this 30<sup>th</sup> day of September, 2003, by and between The Marvel Group, Inc., a Delaware corporation ("Pledgor"), and LaSalle Bank National Association, a national banking association ("Bank").

### WITNESSETH:

WHEREAS, Pledgor and Bank have entered into that certain Loan Agreement dated of even date herewith, as amended from time to time (the "Loan Agreement") (Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement); and

WHEREAS, Bank has required as a condition, among others, to entering into the Loan Agreement, in order to secure the prompt and complete payment, observance and performance of all of the Liabilities thereunder, that the Pledgor execute and deliver this Agreement to Bank.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Security Interest in Trademarks and Licenses. To secure a prompt, complete and timely payment, performance and satisfaction of all of the Liabilities, Pledgor hereby grants to Bank, for the benefit of Bank, a security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, on all of Pledgor's now owned or existing or hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements or dilutions thereof, (iv) the goodwill of Pledgor's business symbolized by the foregoing and connected therewith and (v) all of Pledgor's rights corresponding thereto throughout the world (collectively, the "Trademarks"); and

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party in connection with any of the Trademarks or such other party's Trademarks and registered trademarks, trademark applications, service marks, registered service marks, service mark applications, trade names and trade styles, whether Pledgor is a licensor or licensee under any such license agreement, including without limitation, those license agreements listed on Schedule B attached hereto and made a part hereof, and the right, upon the

occurrence and during the continuation of an Event of Default, to prepare and sell any and all inventory now or hereafter owned by Pledgor and now or hereafter covered by such licenses, and all books and all records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing (collectively, the "Licenses").

2. New Trademarks and Licenses. Pledgor hereby represents and warrants to Bank that (i) Schedule A sets forth all of the Trademarks owned by Pledgor as of the date of this Agreement, (ii) Schedule B sets forth all of the Licenses held by Pledgor as of the date of this Agreement and (iii) no other liens, claims or security interests have been granted by Pledgor to any other Person in such Trademarks and Licenses. Pledgor hereby agrees that if, prior to the termination of this Agreement, Pledgor shall obtain rights to any new Trademarks, file any application for registration thereof, become entitled to the reissue, division, continuation, renewal, extension or continuation-in-part of any Trademark or Licenses, or enter into any new License, then (i) the provisions of this Agreement shall automatically apply thereto, (ii) Pledgor shall promptly furnish written notice thereof to Bank together with information sufficient to permit Bank, upon its receipt of such notice, to modify this Agreement, as appropriate, by amending Schedules A and B and (iii) Pledgor shall execute and deliver, with regard to any Trademarks, any agreements, instruments and documents that Bank may reasonably request from time to time to further effect and confirm the assignment and grant of security interest created by this Agreement in such Trademarks, and Pledgor hereby appoints Bank, at all times during the continuance of an Event of Default, its attorney-in-fact to execute, deliver and record any and all such agreements, instruments and documents for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed and such power, being coupled with an interest, shall be irrevocable for so long as this Agreement shall be in effect with respect to Pledgor.

3. Royalties. Pledgor hereby agrees that the use by Bank of the Trademarks and Licenses as authorized hereunder shall be coextensive with the Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Bank to Pledgor.

4. Termination of Bank's Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Liabilities and termination of the Loan Agreement, this Agreement shall terminate. Following such termination, Bank shall, upon the request of Pledgor, execute a written release confirming the termination and any and all other documents reasonably requested by Pledgor or the United States Patent and Trademark Office or any similar office or agency in any state, province or county, in connection with such termination.

5. Duties of the Pledgor. Pledgor shall (i) prosecute diligently any Trademark or service mark application, if any, that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) make application on registrable trademarks or service marks as Pledgor deems appropriate, and (iii) take all reasonable steps to preserve and maintain all of Pledgor's rights in the Trademarks and Licenses whether now existing or hereafter acquired or arising, including, without limitation, making timely filings with the

United States Patent and Trademark Office or any similar office or agency in any state, province or country or renewals and extensions and diligently monitoring unauthorized use hereof.

6. Future Agreements. Pledgor agrees that, until all of the Liabilities have been paid in full and Bank terminates this Agreement, it will not enter into any agreements, including, without limitation, any license agreements, which is inconsistent with Pledgor's obligations hereunder, without Bank's prior written consent.

7. Inspection. Pledgor hereby grants to Bank and its employees and agents the right to visit Pledgor's facilities to inspect the products and quality control records relating to the products sold under any of the Trademarks at all reasonable times during regular business hours.

8. Bank's Right to Sue. After the occurrence and during the continuation of an Event of Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks or Licenses and, if the Bank shall commence any such suit, Pledgor shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement. Pledgor shall, upon demand, promptly reimburse Bank for all costs and expenses incurred by Bank in the exercise of such enforcement (including, without limitation, reasonable attorneys' fees).

9. Waivers. No course of dealing between Pledgor and Bank and no failure or delay on the part of Bank to exercise, or delay in exercising, any right, power or privilege hereunder, under the Loan Agreement or under any other agreement, shall operate as a waiver of any of Banks' rights, powers or partial exercise of any right, power or privilege hereunder, under the Loan Agreement or under any other agreement.

10. Amendment. Except as otherwise provided in Section 2 hereof, no amendment, modification, termination or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by Pledgor and Bank.

11. Cumulative Remedies; Power of Attorney. All of the rights and remedies of Bank with respect to the Trademarks or Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. After the occurrence and during the continuance of an Event of Default, Pledgor hereby appoints Bank and all Persons as Bank may designate, in its sole and absolute discretion, as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement. Pledgor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Liabilities shall have been paid in full and all financing arrangements between Bank and Pledgor shall have been terminated. Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and

remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or Licenses may be located or deemed located.

12. Binding Effect; Benefits. This Agreement shall be binding upon Pledgor and its successors and assigns, and shall inure to Bank, for the benefit of Bank, and its nominees. Pledgor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Pledgor. Pledgor shall not assign its obligations hereunder without Bank's prior written consent.

13. Governing Law; Venue and Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held invalid or prohibited under applicable law, such provision shall be ineffective only to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Pledgor, for itself and its successors and assigns, irrevocably agrees that it shall not bring any actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement, other than in courts having situs within the city of Chicago, Illinois. Pledgor hereby consents and submits to the jurisdiction of any local, state or federal court located within said city and state. Pledgor hereby waives any right it may have to transfer or change venue of any such action or proceeding.

14. Notices. All notices or other communications required or desired to be served, given or delivered hereunder shall be served, given or delivered and shall be deemed to have been validly served, given or delivered in accordance with the Loan Agreement.

15. Duty of Bank. Bank shall not be liable for any actions, omissions, errors of judgment or mistakes of fact or law with respect to the Trademarks or Licenses except as a result of the gross negligence or willful misconduct of Bank. Without limiting the generality of the foregoing, Bank shall not be under any obligation to take any action necessary or preserve rights in the Trademarks or Licenses against any other Persons but may do so at their option, and all expenses incurred in connection therewith shall be for the sole account of Pledgor and added to the Liabilities secured hereby.


16. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

*[Remainder of Page Left Intentionally Blank]*

IN WITNESS WHEREOF, the parties hereby have duly executed this Agreement as of the date first written above.


PLEDGOR:

THE MARVEL GROUP, INC.

By:   
Its: President

BANK:

LASALLE BANK NATIONAL ASSOCIATION

By:   
Its: Vice President

**Schedule A  
to  
Trademark Security Agreement**

Registered U.S. Trademarks

<b>TRADEMARK</b>	<b>REG. NUMBER</b>	<b>REG. DATE</b>
MULTI-MODE	1,265,022	1/24/84
MARVEL	1,544,481	6/20/89
MARVEL (and Design)	1,619,485	10/30/90
QUORUM	1,577,786	1/16/90
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SYMMETRY	2,048,175	3/25/97
ENDEAVOR	2,049,890	4/1/97
OFFICE FURNITURE FOR THE INFORMATION AGE	2,100,284	9/23/97

Trademark Applications

<b>TRADEMARK</b>	<b>APP. NO.</b>	<b>APP. DATE</b>
ALLEGRA	78/305,176	9/25/03
MARVEL ZAPF	78/305,187	9/25/03

Tradenames

MARVEL

THE MARVEL GROUP

MARVEL OFFICE FURNITURE

Internet Domain Names

MARVELGROUP.COM

MARVELGROUP.BIZ

(to be assigned by Masco Corporation)



**Schedule B  
to  
Trademark Security Agreement**

Licenses

Design and license agreement with Otto Zapf dated June 11, 1998; addendum effective January 1, 2002

Sharon Mann  
Direct Dial: (312) 606-3211  
Direct e-mail: smann@hmblaw.com

October 3, 2003

**BY EXPRESS MAIL**

Box Assignment  
Commissioner for Patents  
Washington, D.C. 20231

**Re: Security Agreement U.S. Trademark Nos. 1,265,022, 1,544,481, 1,619,485,  
1,577,786, 1,877,655, 2,048,175  
2,049,890 and 2,100,284 and U.S. Trademark Application Nos.  
78/305,176 and 78/305,187**

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Dear Madame/Sir:

Enclosed for filing are the following:

1. Duplicate copies of Trademark Security Agreement by and between The Marvel Group, Inc. and LaSalle Bank National Association;
2. A check in the amount of \$400.00 made payable to the Commissioner of Trademarks in payment for the filing fee for the Trademark Security Agreement.
3. A return receipt postcard.

Upon arrival, please date stamp the enclosed **return receipt postcard** and return it to me as addressed. Following the filing of the Trademark Security Agreement, please "file stamp" a copy and return it within the inserted envelope.

If you have any questions, please call me. Thank your for your assistance.

Very truly yours,



Sharon Mann  
Legal Assistant

Enclosures

cc: Scott A. Josephson, Esq.  
Chadwick Hoyt, Esq.

205416/1/8238.017