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J.S. DEPARTMENT OF COMMERCE U.S. 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): Encore Software, Inc. f/k/a Encore Acquisition Corporation. Includes checkboxes for Individual(s), General Partnership, Corporation-State Minnesota, Association, Limited Partnership, and Other.

2. Name and address of receiving party(ies): Hilco Capital, L.P., Suite 510, 5 Revere Drive, Northbrook, IL 60062. Includes checkboxes for citizenship and designation.

OFFICE OF PATENT & TRADEMARKS FINANCE SECTION 2003 NOV 20 PM 3:23

3. Nature of conveyance: Security Agreement, Change of Name. Execution Date: 11/05/2003.

4. Application number(s) or registration number(s): See Attached Schedule.

B. Trademark Registration No.(s) See Attached Schedule.

5. Name and address of party to whom correspondence concerning document should be mailed: Tammy S. Settle, Vedder Price Kaufman & Kammholz, 222 North LaSalle Street, Chicago, IL 60601.

6. Total number of applications and registrations involved: 23. 7. Total fee (37 CFR 3.41): \$ 590.00. 8. Deposit account number: 22-0259.

DO NOT USE THIS SPACE

9. Signature. Tammy S. Settle, November 17, 2003.

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Total number of pages including cover sheet, attachments, and document: 8

01 FC:8521 40.00 DA 02 FC:8522 550.00 DA

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

TRADEMARK REEL: 002868 FRAME: 0197

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

**US Trademarks**

**See Attached**

**PATENTS, TRADEMARKS AND COPYRIGHTS**

**US Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial/ Application No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
BRAIN FOOD GAMES	USA	75/654,848	03/13/99	2,389,380	09/26/00
CARD CRAZY	USA	76/035,246	04/26/00	2,509,169	11/20/01
CARD CRAZY AND DESIGN	USA	76/035,245	04/26/00	Pending	Pending
ENCORE EDUCATION	USA	76/034,660	04/26/00	2,551,837	03/26/02
ENCORE EDUCATION AND DESIGN	USA	76/035,243	04/26/00	2,487,187	09/11/01
ENCORE SOFTWARE	USA	74/700,386	07/12/95	2,007,914	10/15/96
ENCORE SOFTWARE AND DESIGN	USA	74/700,387	07/12/95	2,053,991	04/22/97
FUN & SKILLS PACK	USA	76/035,105	04/26/00	2,521,917	12/25/01
HIGH SCHOOL ADVANTAGE	USA	75/725,427	07/06/99	2,387,498	09/19/00
HIGH SCHOOL ADVANTAGE AND DESIGN	USA	76/035,244	04/26/00	2,487,188	09/11/01
MATH EXPRESS!	USA	76/035,238	04/26/00	2,487,186	09/11/01
MATH EXPRESS! AND DESIGN	USA	76/034,659	04/26/00	2,501,689	10/30/01
MATH IN A MINUTE	USA	75/885,371	01/07/00	Pending	Pending
MATH.COM	USA	75/874,824	12/17/99	Pending	Pending
MATH.COM & Design	USA	75/874,823	12/17/99	Pending	Pending
MEGA HITS THE MUST-HAVE COLLECTION OF BEST SELLING GAMES! AND DESIGN	USA	76/034,667	04/26/00	Pending	Pending
MIDDLE SCHOOL ADVANTAGE	USA	75/725,425	07/06/99	2,465,003	07/03/01
MIDDLE-SCHOOL ADVANTAGE AND DESIGN	USA	76/035,206	04/26/00	2,487,185	09/11/01
SCIENCE ADVANTAGE	USA	76/034,650	04/26/00	2,544,144	03/05/02
SCIENCE ADVANTAGE AND DESIGN	USA	76/035,205	04/26/00	2,487,184	09/11/01
SLOT CITY	USA	75/654,870	03/14/99	2,374,704	08/08/00
VEGAS FEVER	USA	75/654,868	03/14/99	2,374,703	08/08/00
VEGAS FEVER AND DESIGN	USA	76/034,960	04/26/00	2,509,167	11/20/01

**Foreign Trademarks**

ENCORE EDUCATION	Canada	1080271	10/26/00	Pending	Pending
ENCORE EDUCATION	Australia	855053	10/26/00	855053	05/04/01
ENCORE EDUCATION AND DESIGN	Australia	855052	10/26/00	855052	07/20/01
ENCORE EDUCATION AND DESIGN	Canada	1080270	10/26/00	Pending	Pending
ENCORE SOFTWARE	Australia	855193	10/27/00	855193	10/27/00
ENCORE SOFTWARE	Canada	1080451	10/27/00	Pending	Pending
ENCORE SOFTWARE AND DESIGN	Australia	855194	10/27/00	855194	10/27/00
ENCORE SOFTWARE AND DESIGN	Canada	1080442	10/27/00	Pending	Pending

<b>Domain Names</b>	<b>Registrar</b>	<b>Expiration</b>
Encoresoftware.com	Verisign	7/30/04
Encoresoftware.net	Verisign	11/3/02
Encoresoftware.org	Verisign	11/23/02
Encoreusa.com	Register.com	7/1/03
Math.com	Verisign	11/11/02
Vegasfever.com	Verisign	7/5/03
Theharedevilgame.com	Register.com	7/1/03
Blastsoftware.com	Verisign	11/23/02
Blastsoftware.net	Verisign	11/23/02
Blastsoft.com	Verisign	11/23/02
Encoreeducation.com	Verisign	4/12/03
Encoreed.com	Verisign	4/12/03
Mathadvantage.com	Verisign	3/6/03
Encoresoft.com	Verisign	1/3/03
Funandskills.com	Register.com	9/21/02
Elementaryedge.com	Register.com	9/21/02
Middleschooladvantage.com	Register.com	9/21/02
Encoreadvantage.com	Register.com	9/21/02
Play2wingames.com	Register.com	9/21/02
Mymathhelp.com	Register.com	9/21/02
Emathhelp.com	Register.com	9/21/02

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of November 5, 2003, by **ENCORE SOFTWARE, INC.** (f/k/a **ENCORE ACQUISITION CORPORATION**), a Minnesota corporation ("**Grantor**"), in favor of **HILCO CAPITAL LP**, a Delaware limited partnership ("**Lender**").

### W I T N E S S E T H:

**WHEREAS**, pursuant to that certain Credit Agreement dated as of November 5, 2003 by and between Navarre Corporation, a Minnesota corporation ("**Borrower**") and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"), Lender has agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower and guaranteed by Grantor;

**WHEREAS**, Lender is willing 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 execute and deliver to Lender 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**"); and

**WHEREAS**, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender 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 Lender 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 Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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.

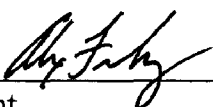
**[signature page follows]**



**ACCEPTED AND ACKNOWLEDGED**

**BY:**

**HILCO CAPITAL LP, as Lender**

By:   
Vice President