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
TMP International, Inc.		07/19/2004	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	201 E. Washington
Internal Address:	22nd Floor; AZ1-200-22-32
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85004
Entity Type:	national association:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2123212	AL SIMMONS
Registration Number:	2125194	DRAGON BLADE
Registration Number:	2135412	GORE
Registration Number:	2148128	SHE-SPAWN
Registration Number:	2155109	ULTRA-ACTION FIGURES
Registration Number:	2755312	MOVIE MANIACS
Registration Number:	2758168	IT'S AN ATTITUDE
Serial Number:	76378709	MCFARLANE TOYS

CH $215.00 2123212

CORRESPONDENCE DATA

Fax Number: (602)257-6917
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 602-258-7701
Email: rmitchell@rcalaw.com
Correspondent Name: Renee L. Mitchell, Esq.
Address Line 1: One North Central Avenue

Address Line 2:	Suite 1200
Address Line 4:	Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER:	12033.5173
NAME OF SUBMITTER:	Renee L. Mitchell, Esq.

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of July, 2004, between the following corporations ("Borrowers") (i) TMP INTERNATIONAL, INC., a Michigan corporation ("TMPI"), (ii) MCFARLANE TOYS, INC., a Michigan corporation ("Toys"), (iii) MCFARLANE COLLECTOR'S CLUB, INC. a Michigan corporation ("Collector's Club"), (iv) TMP ASIA LIMITED, a Hong Kong corporation ("TMP Asia"), and (v) MCFARLANE WORLDWIDE, INC., a Michigan corporation ("Worldwide"); (collectively, the "Debtor"), and BANK OF AMERICA, N.A., a national banking association ("Secured Party"). Debtor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Loan Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Loan Agreement" means that certain Loan Agreement, dated as of the date hereof, between Debtor and Secured Party.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Arizona.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in, and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof upon an Event of Default, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) 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 the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Loan Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Loan Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Debtor represents and warrants to Secured Party that, as of the date hereof:

(a) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, Canadian trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming

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or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the reasonable expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration not less frequently than once every Fiscal Quarter. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Arizona, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Arizona.

SECTION 9. Entire Agreement; Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement.

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SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

[Remainder of page intentionally left blank.]

(Signatures appear on the following page)

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

SECURED PARTY:

By_____
James Poulsen, Vice President

DEBTOR:

By_____
_____, Chief Executive Officer

MCFARLANE TOYS COLLECTOR'S CLUB, INC.

By_____
_____, Chief Executive Officer

MCFARLANE TOYS, INC.

By_____
_____ Chief Executive Officer

TMP ASIA LIMITED

By_____
_____, Chief Executive Officer

MCFARLANE WORLDWIDE, INC.

By_____
_____, Chief Executive Officer

SIGNATURE PAGE TO TRADEMARK
SECURITY AGREEMENT
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SCHEDULE A

to Trademark Security Agreement

U.S. Trademarks Registrations and Pending Applications

(1) **U.S. Trademark Registrations**

Mark	*Country*	*Registration Number*	*Registration Date*	*Listed Owner*	*Status*
AL SIMMONS	UNITED STATES	2,123,212	12/23/97	TMP International, Inc. (collateral assignment of proprietary rights and security filed by NBD Bank*; security agreement filed by Wells Fargo Business Credit, Inc.**)	Active
DRAGON BLADE	UNITED STATES	2,125,194	12/30/97	Security agreement filed by Wells Fargo Business Credit, Inc.)	Active
GORE	UNITED STATES	2,135,412	2/10/98	TMP International, Inc. (collateral assignment of proprietary rights and security filed by NBD Bank; Security agreement filed by Wells Fargo Business Credit, Inc.)	Active
SHE-SPAWN	UNITED STATES	2,148,128	3/31/98	TMP International, Inc. (collateral assignment of proprietary rights and security filed by NBD Bank; Security agreement filed by Wells Fargo Business Credit, Inc.)	Active
ULTRA-ACTION FIGURES	UNITED STATES	2,155,109	5/5/98	TMP International, Inc. (collateral assignment of proprietary rights and security filed by NBD Bank; Security agreement filed by Wells Fargo Business Credit, Inc.)	Active
MOVIE MANIACS	UNITED STATES	2,755,312	8/26/03	TMP International, Inc. d/b/a McFarlane Toys (security interest filed by Wells Fargo Business Credit, Inc.)	Active
IT'S AN ATTITUDE	UNITED STATES	2,758,168	8/2/03	TMP International, Inc. (security agreement filed by Wells Fargo Business Credit, Inc.)	Active

(2) **U. S. Trademark Pending Applications for Registration**

Mark	*Country*	*Serial No.*	*Application Date*	*Listed Owner*	*Status*
MCFARLANE TOYS	UNITED STATES	76378709	3/6/2002	TMP International, Inc. d/b/a McFarlane Toys (security interest filed by Wells Fargo Business Credit, Inc.)	Approved for Publication

*NBD Bank, Michigan Banking Corp, 611 Woodward Ave., Detroit, MI 48226 – signed July 31, 1997 and filed August 6, 1997 (Reel/Frame 1623/0573). **Note: Requests for releases have been submitted.**

Wells Fargo Business Credit, Inc., Wells Fargo Plaza Macs S4101-076, 100 W. Washington St., 7th Floor, Phoenix, AZ – signed June 18, 2002 and filed August 14, 2002 (Reel/Frame 2564/0812). **Note: Requests for releases have been submitted.

(3) **Canadian Trademark Registrations**

Mark	*Country*	*Serial No.*	*Application Date*	*Status*	*Listed Owner*	*Wares/Services*
TMP TOYS	Canada	TMA455355	15-Mar-96	Registered	TMP International, Inc.	Toys, namely action figures and accessories
TODD TOYS	Canada	TMA455354	15-Mar-96	Registered	TMP International, Inc.	Toys, namely action figures and accessories