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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

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

1. Name of conveying party(ies):

The North American Marketing Corporation

- Individual(s)
- General Partnership
- Corporation-State CT
- 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: December 1, 2003

2. Name and address of receiving party(ies)

Name: NAMCO, LLC

Internal Address: _____

Street Address: 100 Sanrico Drive

City: Manchester State: CT Zip: 06040

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

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)

B. Trademark Registration No.(s)

SEE ATTACHED LISTING (ANNEX A)

Additional number(s) attached Yes No

1675456

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

Name: Peter L. Costas

Internal Address: Pepe & Hazard LLP

Street Address: 225 Asylum Street

City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: 33

7. Total fee (37 CFR 3.41).....\$ 840.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
03-3355

(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.

Peter L. Costas

December 30, 2003

Name of Person Signing

Signature

Date

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

01/29/2004
01 FC:8521
02 FC:8522

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40.00 per document to be recorded with required cover sheet information to:
800.00 OP Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Schedule II

U.S. Trademark Registrations

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
#1 FOR FAMILY FUN	74064485	5/29/90	1675450	2/11/92
ARCTIC ELITE	76090936	7/19/00	2581053	6/18/02
BLUE SHIELD	73241272	12/3/79	1186272	1/19/82
BLUE SHIELD (+Design)	75285372	5/2/97	2160484	5/26/98
BQ	74190288	8/1/91	1908079	8/1/95
CHRISTOPHER JAMES	76279679	7/2/01	2602779	7/30/02
COOL POOL	75171577	9/24/96	2112045	11/11/97
COOL POOL (+design)	73457108	12/15/83	1345561	7/2/85
ELIMINATOR (stylized)	74182984	7/8/91	1698734	7/7/92
JUMBO SLO POKES	74183249	7/8/91	1701371	7/21/92
MARINER (stylized)	74122950	12/13/90	1694591	6/16/92
MINERAL MAGNET	74182698	7/5/91	1728755	11/3/92
NAMCO (+design)	72271788	7/25/80	1184226	12/29/81
NOT COMPLETE WITHOUT THE HEAT	75331714	7/21/97	2167722	6/23/98
P.D.Q. TABS	74183045	7/8/91	1698735	7/7/92
PEARLDIVE (+ design)	74123098	12/13/90	1672678	1/21/92
PRO LINE (+ design)	74123135	12/13/90	1674393	2/4/92
PROLINE (+ design)	74801979	9/1/92	1864126	11/22/94
RE-NU-IT	74182697	7/5/91	1735964	12/1/92
SAF-T-SHOCK	74190247	8/1/91	1757811	3/16/93
SANI-SHOCK (stylized)	74192339	8/7/91	1701379	7/21/92
SKIMMER SAVER	75524289	7/23/98	2264998	7/27/99
SLO-STIX	74190257	8/1/91	1714957	9/15/92
SLO-TABS	74182900	7/8/91	1730492	11/10/92
STAIN AWAY	74183250	7/8/91	1702693	7/28/92
SUN-N-FUN (+ design)	74063285	5/29/90	1666827	12/3/91
THE GREAT AMERICAN BACKYARD VACATION! (stylized)	74063282	5/29/90	1644708	5/14/91
TROPICOOOL	75625981	1/22/99	2314445	2/1/00
WHERE FAMILY FUN BEGINS	76278983	7/2/01	2653764	11/26/02
WINTER TABS	74190255	8/1/91	1709617	8/25/92

U.S. Trademark Applications

Mark	Serial No.	Filing Date	Reg. Date	Reg. No.
BLUE CROSS (+ Design)	76410974	5/20/02		
MATACAO	76426517	7/1/02		
NEW ENGLAND FORGE	76450244	9/17/02		

HTFD/61668.57/EJG/129318v1

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is dated as of this 11th day of December, 2003 by Namco, LLC, a Delaware limited liability company, with its chief executive office located at 100 Sanrico Drive, Manchester, Connecticut 06040 (the "Borrower"), in favor of Webster Bank, a federal savings bank, with its head office located at 145 Bank Street, Waterbury, Connecticut 06702 (in such capacity, the "Administrative Agent") for the benefit of Lenders a party to the Credit Agreement (as defined below).

BACKGROUND

A. The Borrower has entered into that certain Credit Agreement, dated the date hereof (as amended and otherwise in effect from time to time, the "Credit Agreement"), with the lenders a party thereto (together with such financial institutions as may become lenders from time to time as provided therein, each a "Lender" and individually and collectively, the "Lenders") and the Administrative Agent (together with the Lenders, each a "Secured Party", and individually and collectively, the "Secured Parties") pursuant to which the Lenders, subject to the terms and conditions contained therein, are to make loans, advances and other extensions of credit to the Borrower.

B. It is a condition precedent to the Lenders making any loans, advances and other extensions of credit to the Borrower under the Credit Agreement that the Borrower execute and deliver to the Administrative Agent an intellectual property security agreement in substantially the form hereof.

C. The Borrower wishes to grant security interests in favor of the Administrative Agent for the benefit of the Lenders as herein provided.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Grant of Security. The Borrower hereby grants to the Administrative Agent for the benefit of the Lenders a security interest in the Borrower's right, title and interest in and to following, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Borrower, and whether now or hereafter existing (collectively, the "Intellectual Property Collateral"):

(a) all patents, patent applications and patentable inventions, including, without limitation, each patent identified in Schedule I attached hereto and made a part hereof and each patent application identified in such Schedule I, and including, without limitation, (i) all inventions and improvements described and claimed therein and the right to make, use or sell or advertise for sale the same, (ii) the right to sue or otherwise

recover for any infringements or misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Borrower accruing thereunder or pertaining thereto (the "Patents");

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule II attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable 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), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Borrower accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks");

(c) all copyrights, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, including, without limitation, the copyrights in each original work of authorship identified in Schedule III attached hereto and made a part hereof, and including, without limitation, (i) the right to exercise any or all of the exclusive rights of a copyright owner with regard to the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable 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), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Borrower accruing thereunder or pertaining thereto (the "Copyrights");

(d) all trade secrets, including, (i) the right to use or license the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable 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), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Borrower accruing thereunder or pertaining thereto (the "Trade Secrets");

(e) all license agreements with any other Person in connection with any of the Patents, Trademarks, Copyrights or Trade Secrets, or such other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship, or other intellectual property, whether the Borrower is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule IV attached hereto and made a part hereof and any right to prepare for sale, sell and advertise for sale, now or hereafter owned by the Borrower and now or hereafter covered by any such licenses (the "Licenses" and each a "License"); and

(f) all proceeds of any of the foregoing Patents, Trademarks, Copyrights, Trade Secrets and including without limitation, any claims by the Borrower against third parties for infringement of the Patents, Trademarks, Copyrights, Trade Secrets or Licenses.

Section 2. Security for Obligations. This Agreement secures the payment of all Obligations of the Borrower to the Administrative Agent and the Lenders now or hereafter existing under the Credit Agreement and all other obligations under any document or agreement executed in connection therewith, whether for principal, interest, fees, expenses or otherwise (the "Secured Obligations").

Section 3. Borrower Remains Liable. Anything herein to the contrary notwithstanding, (a) the Borrower shall remain liable under the contracts and agreements included in the Intellectual Property Collateral to which it is a party to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Administrative Agent of any of the rights or remedies hereunder shall not release the Borrower from any of its duties or obligations under any of the contracts and agreements included in the Intellectual Property Collateral, and (c) the Administrative Agent shall have no obligation or liability under any of the contracts and agreements included in the Intellectual Property Collateral by reason of this Agreement, nor shall the Administrative Agent be obligated to perform any of the obligations or duties of the Borrower thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

Section 4. Representations and Warranties. The Borrower represents and warrants as follows:

(a) the Borrower is the legal and beneficial owners of that part of the Intellectual Property Collateral pledged by the Borrower owned by it, free and clear of any lien, claim, option or right of others, except for the liens and security interests created under this Agreement or permitted under the Credit Agreement. No effective financing statement or other instrument similar in effect covering all or any part of the Intellectual Property Collateral or listing the Borrower or any trade name of the Borrower as debtor is on file in any recording office (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office), except such as may have been filed in favor of the Administrative Agent or as otherwise permitted under the Credit Agreement.

(b) Set forth in Schedule I is a complete and accurate list of all patents owned by the Borrower as of the date hereof. Set forth in Schedule II is a complete and accurate list of all trademarks, service marks, trade names and trade dress, all trademark and

service mark registrations and all trademark and service mark applications owned by the Borrower, in each case as of the date hereof. Set forth in Schedule III is a complete and accurate list as of the date hereof of all registered copyrights and copyrightable works of authorship owned by the Borrower. Set forth in Schedule IV is a complete and accurate list of all Licenses in which the Borrower is (i) a licensor with respect to any of the Patents, Trademarks, or Copyrights or (ii) a licensee of any other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship. The Borrower has made all necessary filings and recordations to protect and maintain its interests in the patents, patent applications, trademark and service mark registrations, trademark and service mark applications, set forth in Schedules I and II hereto. With respect to the Trade Secrets, the Borrower has taken all steps reasonably necessary to maintain the secrecy of such trade secrets.

(c) Each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright of the Borrower set forth in Schedule I, II or III hereto is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and is valid, registrable and enforceable, except to the extent this would not cause a Material Adverse Effect. Each License of the Borrower identified in Schedule IV is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, is valid and enforceable, except to the extent that any invalidity or unenforceability would not result in a Material Adverse Effect.

(d) The Borrower has not granted any License (other than those listed on Schedule IV hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Intellectual Property Collateral.

(e) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by the Borrower of the security interest granted hereby, for the pledge by the Borrower of the Intellectual Property Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by the Borrower, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each patent, patent application, trademark or service mark registration, trademark or service mark application, and in the U.S. Copyright Office against each registered copyright of the Borrower set forth in Schedule I, II or III hereto, or (iii) for the exercise by the Borrower of its rights provided for in this Agreement or the remedies in respect of the Intellectual Property Collateral pursuant to this Agreement other than the filing of assignments in the United States Patent and Trademark Office against each patent, patent application, trademark or service mark registration, trademark or service mark application, and in the U.S. Copyright Office against each registered copyright of the Borrower set forth in Schedule I, II or III hereto.

(f) No claim has been made and is continuing or threatened that any item of Intellectual Property Collateral is invalid or unenforceable or that the use by the Borrower of any Intellectual Property Collateral does or may violate the rights of any Person which claim or violation would have a Material Adverse Effect. There is

Agent and will take such actions as the Borrower deems appropriate under the circumstances to protect such Intellectual Property Collateral, including, if deemed appropriate, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by the Borrower.

(h) The Borrower shall take all steps which it deems appropriate under the circumstances to preserve and protect the Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Intellectual Property Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps reasonably necessary to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

Section 6. Transfers and Other Liens. The Borrower agrees that it shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of or grant any option with respect to any Intellectual Property Collateral except to an affiliate with prompt written notice thereof to the Administrative Agent or as otherwise permitted by the Credit Agreement, or (ii) create or suffer to exist any lien upon or with respect to any Intellectual Property Collateral except for the pledge and security interest created by this Agreement or otherwise permitted by the Credit Agreement.

Section 7. The Administrative Agent Appointed Attorney-in-Fact. The Borrower hereby irrevocably appoints the Administrative Agent as its attorney-in-fact, with full authority in the place and stead of the Borrower and in the name of the Borrower or otherwise, upon the occurrence and during the continuance of an Event of Default and after the directing the Borrower upon ten (10) days' prior notice to the Borrower to take any action and to execute any instrument that the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give a quittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings that the Administrative Agent may deem necessary or desirable to enforce the rights of the Administrative Agent with respect to any of the Intellectual Property Collateral.

Section 8. The Administrative Agent May Perform. If the Borrower fails to perform any agreement contained herein, the Administrative Agent may itself, upon ten (10) days' prior notice to the Borrower, perform, or cause performance of, such agreement, and the reasonable expenses of the Administrative Agent incurred in connection therewith shall be borne by the Borrower.

Section 9. The Administrative Agent Duties. The powers conferred on the Administrative Agent hereunder are solely to protect its interest in the Intellectual Property Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for moneys

actually received by it hereunder, the Administrative Agent shall have no duty as to any Intellectual Property Collateral, whether or not the Administrative Agent has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Administrative Agent shall exercise reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession and shall accord such Intellectual Property Collateral treatment equal to that which the Administrative Agent accords its own property.

Section 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Administrative Agent may exercise in respect of the Intellectual Property Collateral, in addition to other rights and remedies provided for herein or in any Other Document or otherwise available to it, all the rights and remedies of a secured party upon default under the Uniform Commercial Code in effect in the State of Connecticut at such time (the "Connecticut Uniform Commercial Code") (whether or not the Connecticut Uniform Commercial Code applies to the affected Intellectual Property Collateral) and also may (i) require the Borrower to, and the Borrower hereby agree that it will at its expense and upon request of the Administrative Agent forthwith, assemble all or part of the documents and things embodying any part of the Intellectual Property Collateral as directed by the Administrative Agent and make them available to the Administrative Agent at a place and time to be designated by the Administrative Agent; (ii) without notice except as specified below and as required by law, sell the Intellectual Property Collateral or any part thereof in one or more parcels at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable; and (iii) subject to the rights of third parties, occupy any premises owned or leased by the Borrower where documents and things embodying the Intellectual Property Collateral or any part thereof are assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to the Borrower in respect of such occupation. In the event of any sale, assignment, or other disposition of any of the Intellectual Property Collateral, the goodwill of the business connected with and symbolized by any of the Intellectual Property Collateral subject to such disposition will be included, and the Borrower will supply to the Administrative Agent or its designee the Borrower's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Intellectual Property Collateral subject to such disposition and, including, but not limited to, the Borrower's customer lists and other records and documents relating to such Intellectual Property Collateral and to the manufacture, distribution, advertising and sale of such products and services. The Borrower agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' prior notice to the Borrower of the time and place of any public sale or the time after which any private sale is to be made will constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice except as required by law, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Administrative Agent in respect of any sale of, collection from, or other realization upon, all or any part of the Intellectual Property Collateral may, in the discretion of the Administrative Agent, be held by the Administrative Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Administrative Agent pursuant to Section 11(b)), in whole or in part, by the Administrative Agent, for its benefit against all or any part of the Secured Obligations in such order as the Credit Agreement may require and otherwise as Borrower may elect. Any surplus of such cash or cash proceeds held by the Administrative Agent and remaining after payment in full of all of the Secured Obligations shall be paid over to the Borrower or to whomever may be lawfully entitled to receive such surplus.

(c) The Administrative Agent may exercise any and all rights and remedies of the Borrower in respect of the Intellectual Property Collateral.

(d) All payments received by the Borrower in respect of any sale, lease, transfer or other disposition of Intellectual Property Collateral (except as permitted under the Credit Agreement) shall be received in trust for the benefit of the Lenders, shall be segregated from other funds of the Borrower and shall be forthwith paid over to the Administrative Agent for the benefit of the Lenders in the same form as so received (with any necessary or desirable endorsement or assignment).

Section 11. Indemnity and Expenses.

(a) The Borrower hereby agrees to indemnify the Administrative Agent from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Administrative Agent's or any Lender's gross negligence or willful misconduct.

(b) The Borrower will, upon demand, pay to the Administrative Agent and the Lenders the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts, that the Administrative Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use, or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights of the Administrative Agent hereunder or (iv) the failure by the Administrative Agent to perform or observe any of the provisions hereof.

Section 12. Security Interest Absolute. The obligations of the Borrower under this Agreement are independent of the Obligations, and a separate action or actions may be brought and prosecuted against the Borrower to enforce this Agreement, irrespective of whether any action is brought against the Borrower or whether the Borrower is joined in any such action or actions. All rights of the Borrower and the pledge and security interest created hereunder, and all obligations of the Borrower hereunder, shall be absolute and unconditional, irrespective of:

(a) any lack of validity or enforceability of any Other Document or any other agreement, instrument or document relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations or any other amendment, restatement or other

modification or waiver of or any consent to any departure from any Other Document, including, without limitation, any increase in the Obligations resulting from the extension of additional credit to the Borrower or otherwise;

(c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment, restatement, other modification or waiver of or consent to any departure from any guaranty, for all or any of the Obligations;

(d) any manner of application of collateral, or proceeds thereof, to all or any of the Obligations, or any manner of sale or other disposition of any collateral for all or any of the Obligations or any other assets of the Borrower;

(e) any change, restructuring or termination of the corporate structure or existence of the Borrower; or

(f) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower or a third party grantor of a security interest.

Section 13. Amendments, Waivers, Supplements, Etc.

(a) Except as permitted by Section 5(c), no amendment or waiver of any provision of this Agreement, and no consent to any departure by the Borrower herefrom, shall in any event be effective unless the same shall be in writing and signed by the Borrower and the Administrative Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Administrative Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

(c) Upon the execution and delivery by any Person of an intellectual property security agreement supplement, in each case in substantially the form of Exhibit A hereto (each an "Intellectual Property Security Agreement Supplement"), (i) such Person shall be referred to as an "Additional Borrower" and shall be and become a Borrower, and each reference in this Agreement to "Borrower" shall also mean and be a reference to such Additional Borrower and each reference in any Other Document to a "Borrower" shall also mean and be a reference to such Additional Borrower, and (ii) the annexes attached to each Intellectual Property Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedules I, II, III and IV, as appropriate, hereto and the Administrative Agent may attach such annexes as supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules, as so supplemented.

Section 14. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing in the manner provided in the Credit Agreement.

Section 15. Continuing Security Interest, Assignments. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall remain in full force and effect until the indefeasible payment in full in cash of all of the Secured Obligations and be binding upon the Borrower and its successors and assigns.

Section 16. Release and Termination. Upon any sale, lease, transfer or other disposition of any item of Intellectual Property Collateral in accordance with the terms of the Credit Agreement, the Administrative Agent will, at the Borrower's expense, execute and deliver to the Borrower such documents as the Borrower shall reasonably request to evidence the release of such item of Intellectual Property Collateral from the security interest granted hereby; provided, however, that (i) the Borrower shall have delivered to the Administrative Agent, at least ten (10) days prior to the date of the proposed release, a written request for release describing the item of Intellectual Property Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Administrative Agent and a certification by the Borrower to the effect that the transaction is in compliance with the Credit Agreement and as to such other matters as the Administrative Agent may request; and (ii), if required, the proceeds of any such sale, lease, transfer or other disposition are applied in accordance with Section 10.06 of the Credit Agreement (unless otherwise consented to by the Administrative Agent). Upon payment in full in cash of all of the Secured Obligations and the termination of the Commitments under the Credit Agreement, this Agreement shall be immediately terminated without further action by any Person and the Administrative Agent will, at Borrower's expense, execute and deliver to Borrower such documents as Borrower shall reasonably request to evidence the release of the Intellectual Property Collateral from such security interest, including UCC termination statements and filing a Notice of Termination at the United States Patent and Trademark Office.

Section 17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by the 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 one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 18. Governing Law; Terms. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut (without giving effect to its conflicts of law principles), except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of the Intellectual Property Collateral are governed by the laws of a jurisdiction other than the State of Connecticut. Unless otherwise defined herein, terms used in Article 9 of the Connecticut Uniform Commercial Code are used herein as therein defined.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, intending to be legally bound, the parties hereof have caused this Intellectual Property Security Agreement to be duly executed as of the date first above written.

NAMCO, LLC

By:



Name: Stephen C. Radocchia

Title: Authorized Signatory

WEBSTER BANK, as Administrative Agent

By:



Name: Matthew O. Riley

Title: Senior Vice President

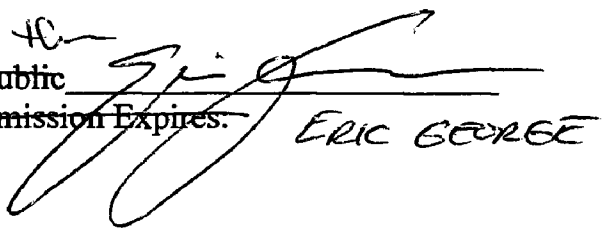
STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

SS. Bridgeport

On this 11th day of December, 2003, before me appeared Stephen C. Radocchia to me personally known, who, being by me duly sworn, did depose and say that he/she is the authorized signatory of Namco, LLC, the limited liability company named in and which executed the foregoing instrument, that being duly authorized he/she did execute the foregoing instrument on behalf of the limited liability company therein named, and that the foregoing instrument is the free and authorized act and deed of said limited liability company.

Given under my hand and seal at Bridgeport, Connecticut this 11th day of December, 2003.

Commissioner of the
Superior Court Notary Public
My Commission Expires. ERIC GEORGE



by the attached Annexes) to the same extent as each of the other Borrower and hereby agrees to be bound as a Borrower by all of the terms and provisions of the Intellectual Property Security Agreement to the same extent as the other Borrower.

This Intellectual Property Security Agreement Supplement shall be governed by and construed in accordance with the laws of the State of Connecticut.

Very truly yours,

[NAME OF ADDITIONAL
INTELLECTUAL PROPERTY
GRANTOR]

By: _____

Name: _____

Title: _____

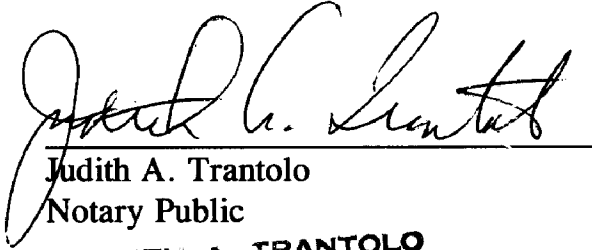
Address: _____

Schedule I: Patents

CERTIFICATION

I certify that the attached is a true copy of the Intellectual Property Security Agreement from
The North American Marketing Corporation to NAMCO, LLC, effective December 11, 2003.

December 30, 2003



Judith A. Trantolo
Notary Public

JUDITH A. TRANTOLO
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2004

Schedule III: Copyrights

Schedule IV: License Agreement

341860

RECORDED: 01/02/2004

**TRADEMARK
REEL: 002903 FRAME: 0019**