

MRD 7-19-04

07-19-2004



102793159

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼

U.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):

Connector Set Limited Partnership

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: IP Security Agreement dated 6/30/04

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address: _____

Street Address: 201 Merritt 7

City: Norwalk State: CT Zip: 06851

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ 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) _____
SEE ATTACHED

B. Trademark Registration No.(s) SEE ATTACHED

Additional number(s) attached ☒ Yes ☐ No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Marianne F. Taras

Internal Address: Paul, Hastings, Janofsky &
Walker LLP

Street Address: 1055 Washington Boulevard

City: Stamford State: CT Zip: 06901

6. Total number of applications and
registrations involved: _____

40

7. Total fee (37 CFR 3.41).....\$ 1,015.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Marianne F. Taras

Name of Person Signing

Signature

7/15/04

Date

07/19/2004 LHMILLER 00000164 1777983

Total number of pages including cover sheet, attachments, and document: 25

01 FC:8521
02 FC:852240.00 OP
975.00 OPMail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 003008 FRAME: 0847

CONTINUATION OF ITEM 4 TO TRADEMARK RECORDATION FORM**Trademarks Held by Connector Set Limited Partnership**

| Trademark/ Service Mark <u>Trade Name</u> <u>File No.</u> | Registration No. or Serial No. if an Application is Pending | <u>Country</u> | Registration Date or Filing Date if an Application is Pending | <u>Renewal Date</u> |
|--|--|-----------------------|--|--------------------------------|
| K'NEX | 1,777,983 | United States | 06/22/93 | 06/22/13 |
| K'NEX + Design | 1,791,735 | United States | 09/07/93 | 09/07/13 |
| K'NEX (Class 25) | 1,910,766 | United States | 08/08/95 | 08/08/05 |
| SUITCASE BOX | 2,021,592 | United States | 12/10/96 | 12/10/06 |
| BIG BALL FACTORY | 1,983,101 | United States | 06/25/96 | 06/25/06 |
| TURN STORY TIME INTO ADVENTURE TIME | 2,105,982 | United States | 10/14/97 | 10/14/07 |
| HYPERSPACE COMMANDO OUTPOST | 2,181,518 | United States | 08/11/98 | 08/11/08 |
| ROBOTWORLD | 2,302,884 | United States | 12/21/99 | 12/21/09 |
| MILLENNIUM EDITION | 2,402,740 | United States | 01/05/99 | 11/07/10 |
| COOL MACHINES | 2,384,238 | United States | 06/14/99 | 09/15/10 |
| CYBERK'NEX | 2,462,777 | United States | 06/19/01 | 06/19/11 |
| CONTROL-A-BOT | 2,497,033 | United States | 10/09/01 | 10/09/11 |
| KING'S PALACE | 2,474,558 | United States | 07/31/01 | 07/31/11 |
| MISSIONS IN SPACE | 2,521,243 | United States | 12/18/01 | 12/18/11 |
| CYBERK'NEX | 2,541,659 | United States | 02/19/02 | 02/19/12 |
| SCREAMIN' SERPENT | 2,647,248 | United States | 11/05/02 | 11/05/12 |
| BURNOUT | 76/476,754 | United States | 12/17/02 | Pending |
| CYBER SWARM | 2,748,340 | United States | 08/05/03 | 08-05/13 |
| KID K'NEX | 2,744,603 | United States | 07/29/02 | 07/29/12 |

CONTINUATION OF ITEM 4 TO TRADEMARK RECORDATION FORM (CONTINUED)**Trademarks Held by Connector Set Limited Partnership**

| | | | | |
|-----------------------------------|------------|---------------|----------|----------|
| BUG EYED BUDDIES | 2,792,548 | United States | 12/9/03 | 12/9/13 |
| BUG EYED BUDDIES | 2,934,917 | United States | 01/15/02 | Pending |
| FOOTED FRIENDS | 2,789,650 | United States | 12/2/03 | 12/2/13 |
| ROVIN' ROLLERS | 2,813,882 | United States | 2/10/04 | 2/10/14 |
| RIPPIN' ROCKET ROLLER COASTER | 2,828,424 | United States | 3/30/04 | 3/30/14 |
| WINGS 'N WHEELS | 2,813,905 | United States | 2/10/04 | 2/10/14 |
| JAILBREAK JUNCTION | 2,811,514 | United States | 2/3/04 | 2/3/14 |
| RECONSTRUCTORS | 2,811,528 | United States | 2/3/04 | 2/3/14 |
| K'NEX (Class 009) | 2,816,497 | United States | 01/24/04 | 02/04/14 |
| LID KIDS | 76/486,573 | United States | 01/22/03 | Pending |
| POWERCORE | 76/529,872 | United States | 07/16/03 | Pending |
| BIG AIR BALL TOWER | 76/549,386 | United States | 10/01/03 | Pending |
| X BATTLERS | 76/549,387 | United States | 10/01/03 | Pending |
| ALIVE! | 76/559,603 | United States | 11/10/03 | Pending |
| ROLL 'N GO PALS | 76/574,059 | United States | 1/26/04 | Pending |
| CYBERBUG | 2,100,063 | United States | 9/23/97 | |
| HYPERSPACE | 2,173,995 | United States | 7/14/98 | |
| HYPERSPACE GRAVITY ACCELERATOR | 2,173,996 | United States | 7/14/98 | |
| HYPERSPACE TRAINING TOWER | 2,173,997 | United States | 7/14/98 | |
| MEGASAURUS | 2,232,785 | United States | 3/16/99 | |
| RIP 'N' GO | 2,222,047 | United States | 2/2/99 | |

* Renewal Applications Pending

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Intellectual Property Security Agreement"), dated as of June 30, 2004, is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (collectively, "Grantors" and each, a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof, by and among Connector Set Limited Partnership, a Delaware limited partnership ("Borrower"), the other Credit Parties signatory thereto and Lender (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make Loans and to incur Letter of Credit Obligations on behalf of the Borrower; and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to Borrower under the Loan Agreement and in order to induce Lender to enter into the Loan Agreement and other Loan Documents and to induce Lender to make the Loans and to incur Letter of Credit Obligations as provided for in the Loan Agreement, Grantors desire to grant a continuing Lien on the Intellectual Property Collateral to Lender, to secure all of the Obligations;

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, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, performance and observance of all the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender a continuing first priority security interest in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the "Intellectual Property Collateral"):

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Patent or Patent licensed under any Patent License, (B) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (C) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (D) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (E) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (F) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Lender as aforesaid, following a Default or Event of Default each Grantor hereby grants to Lender, a right of setoff, against the property of such Grantor held by Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor, jointly and severally, represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule 6.1 to the Loan Agreement, perfected security interests in favor of Lender in all of Grantors' Patents, Trademarks and Copyrights within or governed by the laws of the United States of America or, to the extent possible, under any other jurisdiction, and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule 6.1 to the Loan Agreement, all action necessary or otherwise requested by Lender to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights within or governed by the laws of the United States of America shall have been duly taken.

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement. In addition to any representations and warranties contained herein, each Grantor hereby acknowledges and affirms the representations and warranties made to Lender with respect to the Intellectual Property Collateral made in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. In addition to the covenants contained herein, each Grantor hereby acknowledges and affirms the covenants of Grantor with respect to the Intellectual Property Collateral in the Loan Agreement, the terms and provisions of which are incorporated herein as if fully set forth herein.

5. LOAN AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor or Credit Party for liquidation or reorganization, should any Grantor or Credit Party become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's or Credit Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in Schedule B to the Loan Agreement (or such other address as may be substituted by notice given in the manner required by Section 9.6 of the Loan Agreement), and given in the manner required by Section 9.6 of the Loan Agreement.

8. ADDITIONAL GRANTORS. The initial Grantors hereunder are the Credit Parties as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Credit Parties may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Intellectual Property Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Lender, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Lender not to cause any Credit Party or any other Person to become an Additional Grantor hereunder. This Intellectual Property Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

10. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement.

11. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement with its counsel.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CONNECTOR SET LIMITED PARTNERSHIP

By: K'NEX Industries, Inc., its general partner

By: Robert Jay Glickman

Name: Robert Jay Glickman

Title: Vice Chairman Secretary & General Counsel

K'NEX INDUSTRIES, INC.

By: Robert Jay Glickman

Name: Robert Jay Glickman

Title: Vice Chairman Secretary & General Counsel

Acknowledged and Agreed

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____

Name: _____

Its: Duly Authorized Signatory

STM/276010

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CONNECTOR SET LIMITED PARTNERSHIP

By: K'NEX Industries, Inc., its general partner

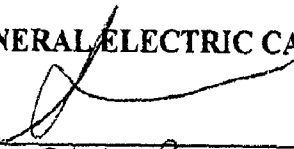
By: _____
Name: _____
Title: _____

K'NEX INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

Acknowledged and Agreed

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Name: Stephen P. Lark
Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTORS

STATE OF Pa)

COUNTY OF Montgomery)

ss.

On this 29 day of June, 2004 before me personally appeared Robert J. Clickman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Connector Set Limited Partnership, who being by me duly sworn did depose and say that he is an authorized officer of K'NEX Industries, Inc., the general partners of said limited partnership, that the said instrument was signed on behalf of said limited partnership as authorized by the Board of Directors of its general partner and that he acknowledged said instrument to be the free act and deed of said limited partnership.

[Signature]
Notary Public

{seal}

NOTARIAL SEAL
ROBERT A. PEIPER, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires August 13, 2005

STM/276010

P. 12

Jun 29 2004 15:24

Fax: 215-564-8120

STRANGLER MONON

TRADEMARK
REEL: 003008 FRAME: 0856

STATE OF

COUNTY OF

SS.

Notary Public

{seal}

NOTARIAL SEAL
ROBERT A. PEIPER, Notary Public
Lower Moreland Twp., Montgomery County
My Commission Expires August 13, 2005

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents Held by Connector Set Limited Partnership

| <u>Application or Patent No.</u> | <u>Country</u> | <u>Issue or Filing Date</u> | <u>Expiration Date</u> | <u>Title</u> | <u>SCG&B File No.</u> |
|--------------------------------------|---|---------------------------------|----------------------------|------------------|-------------------------------|
| 5,061,219 | USA | 10/29/91 | 10/29/08 | Construction Toy | 0730-006US |
| 247,344 | Argentina | 12/29/94 | 11/06/11 | " | 0730-006AR |
| 650,284 | Australia | 09/24/91 | 09/24/07 | " | 0730-006AU |
| PI9105342 | Brazil | 12/11/91 | 12/11/11 | " | 0730-006BR |
| 2,051,905 | Canada | 04/07/98 | 09/19/11 | " | 0730-006CA |
| ZL 91111486.6 | China | 09/28/98 | 12/11/11 | " | 730-006CN |
| 282479 | Czech Rep. | 05/28/97 | 11/13/11 | " | 0730-006CZ |
| 490,033 | EPO (Austria) (Belgium) (Switzerland) (Germany) (Denmark) (Spain) (France) (UK) (Greece) (Italy) (Netherlands) (Sweden) | 07/12/95 | 09/24/11 | " | 0730-006EP |
| 94493 | Finland | 09/25/95 | 09/23/11 | " | 0730-006FI |
| 70/1996 | Hong Kong | 1/18/96 | 9/24/11 | " | 730-006HK |
| 215,667 | Hungary | 12/10/91 | 12/10/11 | " | 0730-006HU |
| 184,963 | India | 09/10/91 | 09/10/11 | " | 0730-006IN |
| 99621 | Israel | 10/01/91 | 10/01/11 | " | 0730-006IL |
| 2,667,939 | Japan | 12/11/91 | 12/11/11 | " | 0730-006JP |
| 132,210 | Korea | 11/25/91 | 11/25/11 | " | 0730-006KR |
| 179,058 | Mexico | 08/04/95 | 12/11/11 | " | 0730-006MX |
| 239,996 | New Zealand | 09/30/91 | 09/30/07 | " | 0730-006NZ |

| | | | | | |
|---------------|---|------------|----------|---|------------|
| 179,545 | Norway | 10/30/1996 | 09/19/91 | " | 0730-006NO |
| 170,691 | Poland | 02/08/96 | 12/10/11 | " | 0730-006PL |
| 2085245 | Russia | 07/27/97 | 12/10/11 | " | 0730-006RU |
| 9591998-1 | Singapore | 09/24/91 | 09/24/11 | " | 0730-006SG |
| 279,903 | Slovak Rep. | 11/13/91 | 11/13/11 | " | 0730-006SK |
| 60891 | Taiwan | 02/21/93 | 02/20/08 | " | 0730-006TW |
| 5,137,486 | USA | 08/11/92 | 08/11/09 | Multi-Planar Connector Element for Construction Toy | 0730-007US |
| 5,199,919 | USA | 04/06/93 | 04/06/10 | Const. Toy System | 0730-008US |
| 5,238,438 | USA | 08/24/93 | 08/24/10 | Construction Toy and Adapter | 0730-010US |
| 5,350,331 | USA | 09/27/94 | 09/27/11 | Const. Toy System | 0730-015US |
| 5,423,707 | USA | 03/02/93 | 06/13/12 | Motor Installation for Construction Toy System | 0730-016US |
| 673,590 | Australia | 02/02/94 | 02/02/14 | " | 0730-016AU |
| 2,134,478 | Canada | 01/20/98 | 02/02/14 | " | 0730-016CA |
| 0 691 874 | EPO (Germany) (France) (Great Britain) | 02/02/94 | 02/02/14 | " | 0730-016EP |
| 108,412 | Israel | 01/23/94 | 01/23/14 | " | 0730-016IL |
| 5,346,420 | USA | 09/13/94 | 09/13/11 | Gearing & Drive for Construction Toy System | 0730-019US |
| 5,421,762 | USA | 06/06/95 | 08/03/13 | Vehicle Track | 0730-021US |
| ZL 94192850.0 | China | 06/08/94 | 06-08-14 | " | 0730-021CN |
| 0 712 325 | European PO (Germany) (France) (Great Britain) | 06/08/94 | 06/08/14 | " | 0730-021EP |
| 110,093 | Israel | 06/22/94 | 06/22/14 | " | 0730-021IL |
| 2928390 | Japan | 06/08/94 | 06/08/14 | " | 0730-021JP |

| | | | | | |
|--------------|---------------------------|---|----------|--------------------------------------|-------------|
| 77124 | Taiwan | 03/01/96 | 02/06/14 | " | 0730-21TW |
| 5,368,514 | USA | 11/29/94 | 08/03/13 | Vehicle Track Improvement | 0730-027US |
| 5,427,559 | USA | 06/27/95 | 02/10/14 | Chain Drive | 0730-028US |
| 678,694 | Australia | 01/11/95 | 01/11/15 | " | 0730-028AU |
| 2,179,734 | Canada | 10/13/98 | 01/11/15 | " | 0730-028CA |
| ZL95191240.2 | China | 01/11/95 | 01/11/15 | " | 0730-028CN |
| EP 0 812 231 | Europe (Great Britain) | 01/11/95 | 01/11/15 | " | 730-028EP |
| 112,510 | Israel | 02/01/95 | 02/01/15 | | 730-028IL |
| 5,518,435 | USA | 05/21/96 | 03/02/13 | Motor Mount | 0730-041US |
| D-383,509(1) | USA | 09/09/97 | 09/09/11 | R2 Battery Motor | 0730-057D |
| D-394,286(1) | USA | 05/12/98 | 05/12/12 | D2 Spring Motor | 0730-046D |
| D-388,475 | USA | 12/30/97 | 12/30/11 | Large Multi-Gear | 0730-062D |
| M9701958.5 | Germany | 02/22/97 | 02/28/07 | Large Multipurpose | 0730-062DDE |
| | | (Renewable for 2 add'l Five Year Terms) | | | |
| D-395,469 | USA | 06/23/98 | 06/23/12 | Right Angle Gear | 0730-064D |
| M9706492.5 | Germany | 07/11/97 | 07/11/07 | Right Angle Gear | 0730-064DDE |
| | | (Renewable for 2 add'l Five Year Terms) | | | |
| D-389,203 | USA | 01/13/98 | 01/13/12 | K'Nex Man Design | 0730-069D |
| M9706227.6 | Germany | 07/03/97 | 07/03/07 | K'Nex Man Design | 0730-069DDE |
| | | (Renewable for 2 add'l Five Year Terms) | | | |
| D-392,555 | USA | 03/24/98 | 03/24/12 | Connector w/Rod Socket & Ball | 0730-070D |
| D-391,843 | USA | 03/10/98 | 03/10/12 | Connector w/Rod Socket & Ball Socket | 0730-071D |
| D-393,417 | USA | 04/14/98 | 04/14/12 | Swivel Connector | 0730-072D |
| 5,913,706 | USA | 01/03/97 | 01/03/17 | K'Nex Man | 0730-073P |
| 0 856 341 | EP (UK) | 12/15/97 | 12/15/17 | K'Nex Man | 0730-073PUK |
| D-393,496 | USA | 04/14/98 | 04/14/12 | Torso for Robotic Toy Figure | 0730-074D |

STM /276010.3

TRADEMARK
REEL: 003008 FRAME: 0860

| | | | | | |
|---------------|--------------------------|---|----------|---|-------------|
| D-393,670 | USA | 04/21/98 | 04/21/12 | Head Assembly for Robotic Toy Figure | 0730-075D |
| D-391,921 | USA | 03/10/98 | 03/10/12 | Solar Panel Design | 0730-077D |
| M9706791.1 | Germany | 07/19/97 | 07/19/07 | Solar Panel+Motor | 0730-077DDE |
| | | (Renewable for 2 add'l Five Year Terms) | | | |
| 5,904,606 | USA | 02/05/97 | 02/05/17 | Solar Panel | 0730-080P |
| 0 857 504 | EPO (UK) | 02/04/98 | 02/04/18 | Solar Panel | 0730-080PUK |
| 5,738,558 | USA | 02/05/97 | 02/05/17 | Solar Motor | 0730-081P |
| 0 857 505 | EPO (UK) | 02/04/98 | 02/04/98 | Solar Motor | 0730-081PUK |
| 6,089,941 | USA | 10/03/97 | 10-03-17 | Panels - Structural | 0730-089P |
| ZL98809810.5 | China | 10/02/98 | 10/02/18 | Panels - Structural | 0730-089PCN |
| 98949777.1 | EPO (Germany) (UK) | 10/02/98 | Pending | Panels - Structural | 0730-089PEP |
| D-400,604 | USA | 11/03/98 | 11/03/12 | Lg. Rectangular Panel | 0730-091D |
| ZL 98301613.5 | China | 03/30/98 | 03/30/08 | Eight Panels | 0730-091DCN |
| M 98 03 535.5 | Germany | 04/02/98 | 04/02/08 | Eight Panels | 0730-091DDE |
| | | (Renewable for 2 add'l Five Year Terms) | | | |
| 98 2078 | France | 04/02/98 | 04/02/23 | Eight Panels | 0730-091DFR |
| | | Renewable for 25 years | | | |
| D-404,089 | USA | 01/12/99 | 01/12/13 | Lg. Triangular Panel | 0730-092D |
| D-404,775 | USA | 01/26/99 | 01/26/13 | Med. Sml. Rect. Panel | 0730-093D |
| D-431,611 | USA | 10/03/97 | 10/03/14 | Rip-N-Go | 0730-094D |
| D-403,722 | USA | 01/05/99 | 01/05/13 | R2A Motor | 0730-095D |
| D-415,098 | USA | 10/03/97 | 10/12/13 | R2A Battery Case | 0730-096D |
| D-404,088 | USA | 01/12/99 | 01/12/13 | Med.Lrg.Tri.Panel | 730-097D |
| 2,073,227 | UK | 10/03/97 | 03/16/08 | Med.Lrg.Tri.Panel | 0730-097DGB |
| | | Renewable for 2 add'l Five Year Terms | | | |
| 1,045,249 | Japan | 04/30/99 | 04/30/14 | Med.Lrg.Tri.Panel | 0730-097DJP |

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|--------------|--------------------------------------|---------------------------------------|----------|----------------------------------|-------------|
| D-400,602 | USA | 11/03/98 | 11/03/12 | Small Rect. Panel | 0730-098D |
| D-400,603 | USA | 11/03/98 | 11/03/12 | Med. Sml. Tri. Panel | 0730-099D |
| D-400,606 | USA | 11/03/98 | 11/03/12 | Sml. Tri. Panel | 0730-100D |
| D-404,090 | USA | 01/12/99 | 01/12/13 | Med.Lrg.Rect.Panel | 0730-101D |
| 2,073,228 | UK | 10/03/97 | 03/16/08 | Med.Lrg.Rect.Panel | 0730-101DGB |
| | | Renewable for 2 add'l Five Year Terms | | | |
| 1,045,250 | Japan | 04/30/99 | 04/30/14 | Med.Lrg.Rect.Panel | 0730-101DJP |
| D-406,568 | USA | 03/09/99 | 03/09/13 | Dual Remote Control | 0730-107D |
| 498 06 715.7 | Germany | 12/18/98 | 07/01/08 | Dual Remote Control | 0730-107DDE |
| | | Renewable for 2 add'l Five Year Terms | | | |
| 2,075,565 | UK | 06/24/98 | 06/24/08 | Dual Remote Control | 0730-107DGB |
| | | Renewable for 2 add'l Five Year Terms | | | |
| 6,086,444 | USA | 12/21/98 | 12/21/18 | Block Const. Toy | 0730-109P |
| D-412,020 | USA | 07/13/99 | 07/13/13 | Tiny Wheel | 0730-115D |
| D-420,062 | USA | 02/01/00 | 02/01/14 | Single Stud Block | 0730-120D |
| D-420,711 | USA | 02/15/00 | 02/15/14 | Two-Stud Block | 0730-121D |
| D-426,588 | USA | 12/21/98 | 06/13/14 | Three-Stud Block | 0730-122D |
| 6,068,533 | USA | 02/08/99 | 02/08/19 | Slotted Panel | 0730-124P |
| D-423,606 | USA | 04/25/00 | 04/25/14 | Slotted Panel | 0730-125D |
| 6,193,582 | USA | 08/24/99 | 08/24/19 | Shock Absorber | 0730-132P |
| 00306810.3 | EPO (France) (Germany) (UK) | 08/09/00 | Pending | Shock Absorber | 0730-132PEP |
| 6,286,649 | USA | 09/11/01 | 09/11/20 | Rotary Drive | 0730-138P |
| 2 358 679 | UK | 11/23/00 | 11/23/20 | Rotary Drive | 0730-138PGB |
| 6,312,305 | USA | 11/06/00 | 09/20/20 | Lincoln Logs (Castle Element) | 0730-150P |
| 6,460,527 | USA | 10/08/02 | 01/17/21 | Projectile Launcher | 0730-157P |
| 0131073.9 | UK | 12/31/01 | Pending | " | 0730-157PGB |
| 6,581,931 | USA | 06/24/03 | 01/29/22 | Electronic Arcade | 0730-161P |
| 0300066.8 | UK | 01/03/03 | Pending | Electronic Arcade | 0730-161PGB |

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|--------------------------|----------------|----------|----------|--|-------------|
| 6,746,298 | USA | 01/02/02 | 6/8/04 | Track Brace/Screamin' Serpent | 0730-162P |
| 6,676,474 | USA | 01/03/03 | 01/03/23 | KID K'NEX | 0730-163P |
| 02816289.7 | CN | 12/16/02 | Pending | KID K'NEX | 0730-163PCN |
| 02790134.7 | EP | 12/16/02 | Pending | KID K'NEX | 0730-163PEP |
| 159934 | IL | 12/16/02 | Pending | KID K'NEX | 0730-163PIL |
| 01992/DELNP/2003 | IN | 12/16/02 | Pending | KID K'NEX | 0730-163PIN |
| 2003-559639 | JP | 12/16/02 | Pending | KID K'NEX | 0730-163PJP |
| 2004 7000912 | KR | 12/16/02 | Pending | KID K'NEX | 0730-163PKR |
| PA/a/2004/0038927 | MX | 12/16/02 | Pending | KID K'NEX | 0730-163PMX |
| 6,573,465 | USA | 06/03/03 | 01/29/22 | Contact Switch | 0730-167P |
| 6,620,022 | USA | 05/30/02 | 09/16/03 | Burn-Out Dragster | 0730-168P |
| 6,630,635 | USA | 07/19/02 | 10/7/03 | Universal Contact Switch | 0730-172P |
| 000040571 -0001/76 | EP Design Reg. | 10/14/03 | | Component Designs | 0730-189EDR |
| 10.766,653 | USA | 1/27/04 | Pending | Sweeper Box | 0730-199P |
| 10/752,602 | USA | 1/7/04 | Pending | Rod & Connectors | 0730-204P |
| 10/776,408 | USA | 2/10/04 | Pending | Mobile Parts Box With Scoop | 0730-206P |
| 10/199,176 | USA | 2/10/04 | Pending | Mobile Container for Construction Toy Parts | 0730-208D |
| 4,897,292 | USA | 01/30/90 | 01/03/09 | Branch Holder | 0731-001P |
| 5,111,959 | USA | 05/12/92 | 10/15/10 | Follow Block | 0731-004P |
| 5,669,647 ⁽²⁾ | USA | 09/23/97 | 05/10/16 | Pan Gripper | 0731-051P |
| 5,673,955 ⁽²⁾ | USA | 10/07/97 | 05/10/16 | Pan Gripper | 0731-060P |
| 5,755,608 | USA | 5/26/98 | | Toy Spindle | |

(1) Owned by Sente Creations, Tokyo, Japan and exclusively licensed by Connector Set Limited Partnership.

(2) 50% owned by Leonard M. Brenner Associates, Inc.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks Held by Connector Set Limited Partnership

| <u>Trademark/ Service Mark Trade Name</u> | <u>Registration No. or Serial No. if an Application is Pending</u> | <u>Country</u> | <u>Registration Date or Filing Date if an Application is Pending</u> | <u>Renewal Date</u> | <u>SCG&B File No.</u> |
|---|--|----------------|--|-------------------------|-------------------------------|
| K'NEX | 1,777,983 | United States | 06/22/93 | 06/22/13 | 0730-013T |
| K'NEX | 1,625,296 | Argentina | 01/27/97 | 01/27/07 | 730-013TAR |
| K'NEX | 145,951 | Austria | 02/16/93 | 02/16/13 | 730-013TAT |
| K'NEX | 587,979 | Australia | 10/08/92 | 10/08/09 | 730-013TAU |
| K'NEX | 42892 | Bangladesh | 01-01-95 | Pending | 730-013TBD |
| K'NEX | 6596 | Belarus | 08/24/94 | 08/25/04* | 730-013TBY |
| K'NEX | 522,685 | Benelux | 11/10/92 | 11/10/12 | 730-013TBX |
| K'NEX | 26647 | Bermuda | 01/23/95 | 01/23/16 | 730-013TBM |
| K'NEX | 816961271 | Brazil | 03/15/94 | 03/15/04* | 730-013TBR |
| K'NEX | 429,948 | Canada | 07/01/94 | 07/01/09 | 730-013TCA |
| K'NEX | 967,489 | EP Community | 10/26/98 | 10/26/08 | 730-013CTM |
| K'NEX | 675795 | China | 01/28/94 | 01/28/04* | 730-013TCN |
| K'NEX | 412,055 | Chile | 09/03/93 | 09/03/13 | 730-013TCL |
| K'NEX | 152,151 | Columbia | 02/14/94 | 02/14/04* | 730-013TCO |
| K'NEX | 41,663 | Cyprus | 01/13/95 | 01/13/16 | 730-013TCY |
| K'NEX | 183,242 | Czech Rep. | 06/03/95 | 02/02/13 | 730-013TCZ |
| K'NEX | 1996/93 | Denmark | 03/05/93 | 03/05/13 | 730-013TDK |
| K'NEX | 79695 | Domin. Rep. | 09/15/95 | 09/15/05 | 730-013TDO |
| K'NEX | 1619-98 | Ecuador | 03/23/98 | 03/23/08 | 730-013TEC |
| K'NEX | 94016 | Egypt | 01/15/95 | 01/14/05 | 730-013TEG |
| K'NEX | 78/40 | El Salvador | 12/02/96 | 12/02/06 | 730-013TSV |
| K'NEX | 128635 | Finland | 10/05/93 | 10/05/13 | 730-013TFI |

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| K'NEX | 92445964 | France | 12/14/92 | 12/13/12 | 730-013TFR |
| K'NEX | 5264 | Georgia | 08/01/94 | 05/01/07 | 730-013TGE |
| K'NEX | 2,051,821 | Germany | 10/28/92 | 10/31/12 | 730-013TDE |
| K'NEX | 1,518,282 | Great Britain | 08/10/92 | 08/10/09 | 730-013TGB |
| K'NEX | 111,801 | Greece | 12/07/92 | 12/07/12 | 730-013TGR |
| K'NEX | 97,293 | Guatemala | 08/10/99 | 08/08/09 | 730-013TGT |
| K'NEX | 63,303 | Honduras | 10/31/95 | 10/31/05 | 730-013THN |
| K'NEX | 7137/94 | Hong Kong | 11/09/92 | 11/09/13 | 730-013THK |
| K'NEX | 137,371 | Hungary | 11/08/92 | 11/18/12 | 730-013THU |
| K'NEX | 586,225 | India | 12/04/92 | 12/04/06 | 730-013TIN |
| K'NEX | 347450 | Indonesia | 08/25/94 | 08/25/04 | 730-013TID |
| K'NEX | 76080 | Iran | 04/09/95 | 04/09/05 | 730-013TIR |
| K'NEX | 151819 | Ireland | 11/17/92 | 11/17/09 | 730-013TIE |
| K'NEX | 85550 | Israel | 12/02/92 | 12/02/13 | 730-013TIL |
| K'NEX | 655,278 | Italy | 12/22/92 | 12/22/12 | 730-013TIT |
| K'NEX | 4,243,856 | Japan | 04/26/99 | 02/26/09 | 730-013TJP |
| K'NEX | 37580 | Jordan | 04/01/95 | 04/01/12 | 730-013TJO |
| K'NEX | 279252 | Korea | 11/14/92 | 11/12/13 | 730-013TKR |
| K'NEX | 28675 | Kuwait | 04/26/95 | 04/25/05 | 730-013TKW |
| K'NEX | M-37-027 | Latvia | 01/10/95 | 01/10/05 | 730-013TLV |
| K'NEX | 65253 | Lebanon | 03/08/95 | 03/08/10 | 730-013TLB |
| K'NEX | 25211 | Lithuania | 05/16/94 | 05/16/14 | 730-013TLT |
| K'NEX | 94/07808 | Malaysia | 08/30/94 | 08/30/11 | 730-013TMY |
| K'NEX | 470,252 | Mexico | 12/23/92 | 12/23/12 | 730-013TMX |
| K'NEX | 55843 | Morocco(Casa.) | 01/31/95 | 01/31/15 | 730-013TMO |
| K'NEX | 10257 | Morocco(Tang.) | 03/09/95 | 03/09/15 | 730-013TTG |
| K'NEX | 223,809 | New Zealand | 08/10/92 | 08/10/13 | 730-013TNZ |
| K'NEX | 29,434C.C. | Nicaragua | 09/20/95 | 09/20/05 | 730-013TNI |

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| K'NEX | 160,754 | Norway | 12/23/93 | 12/23/13 | 730-013TNO |
| K'NEX | 129,473 | Pakistan | 04/02/95 | 04/02/17 | 730-013TPK |
| K'NEX | 064519 | Panama | 04/18/94 | 04/18/04* | 730-013TPA |
| K'NEX | 190999 | Paraguay | 11/26/96 | 11/26/06 | 730-013TPY |
| K'NEX | 016624 | Peru | 06/22/95 | 06/22/05 | 730-013TPE |
| K'NEX | 4-1995-101217 | Philippines | 02/27/02 | 02/27/22 | 730-013TPH |
| K'NEX | 79407 | Poland | 11/16/92 | 11/16/12 | 730-013TPL |
| K'NEX | 287,594 | Portugal | 08/02/94 | 08/02/04 | 730-013TPT |
| K'NEX | 36094 | Puerto Rico | 03/10/95 | 03/10/05 | 730-013TPR |
| K'NEX | 19959 | Romania | 12/17/92 | 12/17/12 | 730-013TRO |
| K'NEX | 120286 | Russia | 11/16/92 | 11/16/12 | 730-013TRU |
| K'NEX | 358/81 | Saudi Arabia | 07/11/95 | 10/20/04 | 730-013TSA |
| K'NEX | 8484/92 | Singapore | 08/10/92 | 08/10/12 | 730-013TSG |
| K'NEX | 176,078 | Slovak Rep. | 10/26/95 | 03/15/13 | 730-013TSK |
| K'NEX | 249,888 | Sweden | 06/18/93 | 06/18/13 | 730-013TSE |
| K'NEX | 402,148 | Switzerland | 11/06/92 | 11/06/12 | 730-013TCH |
| K'NEX | 596,989 | Taiwan | 05/01/93 | 04/30/13 | 730-013TTW |
| K'NEX | Kor 30789 | Thailand | 08/02/94 | 08/02/04 | 730-013TTH |
| K'NEX | 157,658 | Turkey | 02/03/95 | 02/03/05 | 730-013TTR |
| K'NEX | 10486 | Ukraine | 02/14/94 | 02/14/14 | 730-013TUA |
| K'NEX | 275,085 | Uruguay | 12/26/96 | 12/26/06 | 730-013TUY |
| K'NEX | p-209098 | Venezuela | 01/08/99 | 01/08/09 | 730-013TVN |
| K'NEX | 92/9649 | South Africa | 11/11/92 | 11/11/12 | 730-013TZA |
| K'NEX | 39729 | Yugoslavia | 06/26.96 | 11/24/12 | 730-013TYU |
| K'NEX | 494/95 | Zimbabwe | 04/20/95 | 04/20/05 | 730-013TZW |
| K'NEX + Design | 1,791,735 | United States | 09/07/93 | 09/07/13 | 730-014T |
| K'NEX (Class 25) | 1,910,766 | United States | 08/08/95 | 08/08/05 | 730-017T |
| K'NEX (Hebrew - Cl 28) | 86846 | Israel | 03/26/93 | 03/26/14 | 730-023TIL |

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|--|-----------|----------------|----------|----------|------------|
| SUITCASE BOX | 2,021,592 | United States | 12/10/96 | 12/10/06 | 730-030T |
| BIG BALL FACTORY | 1,983,101 | United States | 06/25/96 | 06/25/06 | 730-044T |
| K'NEX (Chinese Characters) | 1,093,807 | China | 09/07/97 | 09/06/07 | 730-061TCN |
| TURN STORY TIME INTO ADVENTURE TIME | 2,105,982 | United States | 10/14/97 | 10/14/07 | 730-065T |
| HYPERSPACE COMMANDO OUTPOST | 2,181,518 | United States | 08/11/98 | 08/11/08 | 730-087T |
| K'NEX + DEVICE | 2164420 | United Kingdom | 04/18/98 | 04/18/08 | 730-111TGB |
| CONNECTOR ICON | 2164439 | United Kingdom | 04/18/98 | 04/18/08 | 730-112TGB |
| ROBOTWORLD | 2,302,884 | United States | 12/21/99 | 12/21/09 | 730-116T |
| K'NEX | 214,764 | Finland | 07/15/99 | 07/15/09 | 730-119TFI |
| MILLENNIUM EDITION | 2,402,740 | United States | 01/05/99 | 11/07/10 | 730-129T |
| COOL MACHINES | 2,384,238 | United States | 06/14/99 | 09/15/10 | 730-135T |
| CYBERK'NEX (Cl. 07,09) | 2,462,777 | United States | 06/19/01 | 06/19/11 | 730-140T |
| CYBERK'NEX (Cl. 07,09,28) | 1,408,947 | European C. | 12/03/99 | 12/03/09 | 730-140CTM |
| CYBERK'NEX (Cl. 09,28) | 813,513 | Australia | 11/11/99 | 11/11/09 | 730-140TAU |
| CYBERK'NEX (Cl. 09,28) | 555,449 | Canada | 11/12/99 | 12/13/16 | 730-140TCA |
| CYBERK'NEX (Cl. 09) | 132,281 | Israel | 11/15/99 | 11/15/06 | 730-140ILA |
| CYBERK'NEX (Cl. 28) | 132,282 | Israel | 11/15/99 | 11/15/06 | 730-140ILB |
| CYBERK'NEX (Cl. 07) | 609,717 | New Zealand | 11/10/99 | 11/10/06 | 730-140NZA |
| CYBERK'NEX (Cl. 28) | 609,718 | New Zealand | 03/06/00 | 03/06/07 | 730-140NZB |
| CONTROL-A-BOT | 2,497,033 | United States | 10/09/01 | 10/09/11 | 730-141T |
| KING'S PALACE | 2,474,558 | United States | 07/31/01 | 07/31/11 | 730-148T |
| MISSIONS IN SPACE | 2,521,243 | United States | 12/18/01 | 12/18/11 | 730-149T |

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| CYBERK'NEX (Cl. 28) | 2,541,659 | United States | 02/19/02 | 02/19/12 | 730-154T |
| SCREAMIN' SERPENT | 2,647,248 | United States | 11/05/02 | 11/05/12 | 730-156T |
| STORM MOUNTAIN | 2,531,663 | Community TM | 01/11/02 | 1/11/12 | 730-160CTM |
| BURNOUT | 76/476,754 | United States | 12/17/02 | Pending | 730-164T |
| CYBER SWARM | 2,748,340 | United States | 08/05/03 | 08-05/13 | 730-165T |
| CYBER SWARM | 2,554,657 | Community TM | 01/29/02 | 01/29/12 | 730-165CTM |
| KID K'NEX | 2,744,603 | United States | 07/29/02 | 07/29/12 | 730-169T |
| KID K'NEX | 2,673,911 | Community TM | 04/25/02 | 4/25/12 | 730-169CTM |
| KID K'NEX | 4736600 | Japan | 12/26/03 | 12/26/13 | 730-169TJP |
| KID K'NEX 169TKRA | 42-2003-1255 | South Korea | 4/10/03 | Pending | 730- |
| KID K'NEX 169TKRB | 42-2003-1256 | South Korea | 4/10/03 | Pending | 730- |
| BUG EYED BUDDIES | 2,792,548 | United States | 12/9/03 | 12/9/13 | 730-170T |
| BUG EYED BUDDIES | 2,934,917 | United States | 01/15/02 | Pending | 730-170CTM |
| FOOTED FRIENDS | 2,789,650 | United States | 12/2/03 | 12/2/13 | 730-174T |
| FOOTED FRIENDS | 2,949,105 | Community TM | 11/25/02 | Pending | 730-174CTM |
| ROVIN' ROLLERS | 2,813,882 | United States | 2/10/04 | 2/10/14 | 730-175T |
| ROVIN' ROLLERS | 2,949,063 | Community TM | 11/25/02 | Pending | 730-175CTM |
| RIPPIN' ROCKET ROLLER COASTER | 2,828,424 | United States | 3/30/04 | 3/30/14 | 730-179T |
| RIPPIN' ROCKET ROLLER COASTER | 2,949,089 | Community TM | 11/25/02 | Pending | 730-179CTM |
| WINGS 'N WHEELS | 2,813,905 | United States | 2/10/04 | 2/10/14 | 730-180T |
| WINGS 'N WHEELS | 2,949,071 | Community TM | 11/25/02 | Pending | 730-180CTM |
| JAILBREAK JUNCTION | 2,811,514 | United States | 2/3/04 | 2/3/14 | 730-181T |
| RECONSTRUCTORS | 2,811,528 | United States | 2/3/04 | 2/3/14 | 730-182T |
| RECONSTRUCTORS | 2,949,097 | Community TM | 11/25/02 | Pending | 730-182CTM |
| K'NEX (Class 009) | 2,816,497 | United States | 01/24/04 | 02/04/14 | 730-184T |
| K'NEX | | | | | |

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|------------------------------------|------------|---------------|----------|---------|------------|
| Classes 009,016,025 | 2,991,065 | Community TM | 10/26/02 | Pending | 730-184CTM |
| LID KIDS | 76/486,573 | United States | 01/22/03 | Pending | 730-185T |
| LID KIDS | 3,181,874 | Community TM | 04/22/03 | Pending | 730-185CTM |
| POWERCORE | 76/529,872 | United States | 07/16/03 | Pending | 730-194T |
| POWERCORE | 3607711 | Community TM | 1/12/04 | Pending | 730-194CTM |
| BIG AIR BALL TOWER | 76/549,386 | United States | 10/01/03 | Pending | 730-195T |
| BIG AIR BALL TOWER | 3678811 | Community TM | 2/20/04 | Pending | 730-195CTM |
| X BATTLERS | 76/549,387 | United States | 10/01/03 | Pending | 730-196T |
| X BATTLERS | 3677838 | Community TM | 2/20/04 | Pending | 730-196CTM |
| ALIVE! | 76/559,603 | United States | 11/10/03 | Pending | 730-200T |
| ALIVE! | 3704004 | Community TM | 3/10/04 | Pending | 730-200CTM |
| ROLL 'N GO PALS | 3875341 | Community TM | 6/08/04 | Pending | 730-207CTM |
| ROLL 'N GO PALS | 76/574,059 | United States | 1/26/04 | Pending | 730-207T |
| K'NEX | 78634 | South Korea | 8/23/02 | 8/23/12 | 730-209TKR |
| CYBERBUG | 2,100,063 | United States | 9/23/97 | | |
| HYPERSPACE | 2,173,995 | United States | 7/14/98 | | |
| HYPERSPACE GRAVITY ACCELLERATOR | 2,173,996 | United States | 7/14/98 | | |
| HYPERSPACE TRAINING TOWER | 2,173,997 | United States | 7/14/98 | | |
| MEGASAURUS | 2,232,785 | United States | 3/16/99 | | |
| RIP 'N' GO | 2,222,047 | United States | 2/2/99 | | |

* Renewal Applications Pending

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

None of the registered copyrights of the Grantor are in use and, to the extent that they exist, will not be renewed.

EXHIBIT A

**COUNTERPART TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This counterpart, dated _____, [200__], is delivered pursuant to Section 8 of that certain Intellectual Property Security Agreement dated as of June [], 2004 (as from time to time amended, modified or supplemented, the "IP Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between Connector Set Limited Partnership and K'NEX Industries, Inc., as Grantor and General Electric Capital Corporation, as Lender. The undersigned hereby agrees (i) that this counterpart may be attached to the IP Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the IP Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: _____

Name:

Title: