

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Union Bank of California, N.A., as Administrative Agent		04/13/2005	National Bank:

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue
Internal Address:	12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	2377577	ZANY NAMZ
Registration Number:	2561510	ARTISTIC IMPRESSIONS
Serial Number:	76158468	JESSICA
Serial Number:	76158474	JESSICA
Registration Number:	2571174	MIRRORED REFLECTIONS
Registration Number:	2694044	STICK N' STAMP
Registration Number:	1112692	ROSECRAFT
Registration Number:	1279770	ANGIE
Registration Number:	1540416	HYPORIFIC
Registration Number:	1709931	L.J. KIDS & CO.
Registration Number:	1675001	STICKY STONES
Registration Number:	1797733	NEW GENERATION
Registration Number:	1769272	GUM BALLS

CH \$1215.00 2377577

Registration Number:	2113667	ROSECRAFT KIDS
Registration Number:	2055554	JENNIFER COLE FOR THE CAREER WOMAN
Registration Number:	2057550	STYLED BY RANDI
Registration Number:	2085778	HYPO CLASSICS
Registration Number:	2081401	NON-STOP EXPRESSIONS
Registration Number:	2131287	NICOLINA
Registration Number:	2057573	ALEXA
Registration Number:	2091043	BRIDAL GIFTS BY CHRISTINE
Registration Number:	2272699	HANNAH
Registration Number:	2174569	PRETENDEARS
Registration Number:	2156532	
Registration Number:	2280296	STAR STRUCK
Registration Number:	2278680	HANOVER ACCESSORIES
Registration Number:	2257622	ZIP-ITZ
Registration Number:	2266023	CITY TAILS
Registration Number:	2419412	UNIFORM COLORS
Registration Number:	2274801	
Registration Number:	2200521	PRETENDPETS
Registration Number:	2158675	T
Registration Number:	2180202	GUYZ
Registration Number:	2206551	PRETENDWEAR
Registration Number:	2381803	LITTLE MONSTERS
Registration Number:	2352724	Z'BRA
Registration Number:	2345639	SMARTY GIRLS CLUB
Registration Number:	2347323	GUM BALLS
Registration Number:	2385747	
Registration Number:	2689109	THE GREAT PRETENDEARS
Registration Number:	2701085	STAR STRUCK PRINCESS
Registration Number:	2755150	STICKY STONE
Registration Number:	2700544	IMPAWSTERS
Serial Number:	78167874	PRINCESS ON THE GO
Serial Number:	78173054	THE GREAT PRETENDEARS FOR PARTY PALS
Serial Number:	75408383	CRS
Serial Number:	75408384	CRS/LAWRENCE SERVICE
Registration Number:	2776033	MIRRORED REFLECTIONS

TRADEMARK

REEL: 003066 FRAME: 0431

CORRESPONDENCE DATA

Fax Number: (212)822-5423
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-530-5000
Email: jnici@milbank.com
Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP
Address Line 1: One Chase Manhattan Plaza
Address Line 2: Rm. 4680
Address Line 4: New York, NEW YORK 10005-1413

NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	04/14/2005

Total Attachments: 46

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**ADMINISTRATIVE AGENT APPOINTMENT
(Trademarks)**

WHEREAS, STRAVINA OPERATING COMPANY, LLC, a Delaware limited liability company, STRAVINA INTERNATIONAL HOLDING COMPANY, a California corporation, HANOVER ACCESSORIES, INC., a Delaware corporation, LAWRENCE SERVICE CO., a Delaware corporation, and IMPULSE! U.L.C., a Nova Scotia unlimited liability company (hereinafter, the "Parties") granted a security interest to UNION BANK OF CALIFORNIA, N.A., a national banking association (hereinafter "Grantee"), as Administrative Agent, in the trademarks and related goodwill listed in the Security Agreements attached as Exhibit A, said Security Agreements including, (i) that certain Amended and Restated Security Agreement between the Parties and Grantee, dated as of May 8, 2002, as amended from time to time, (ii) that certain Amendment No. 1 to Amended and Restated Trademark Security Agreement between the Parties and Grantee, dated as of August 29, 2003, as amended from time to time, and (iii) that certain Trademark Security Agreement between some of the Parties and Grantee dated as of April 21, 1999, as amended from time to time (collectively, the "Security Agreements"). The Security Agreements were recorded in the United States Patent and Trademark Office on (i) August 24, 2000 at Reel/Frame 2135/0758, (ii) May 17, 2002 at Reel/Frame 002511/0247, (iii) September 24, 2003 at Reel/Frame 002828/0960 and (iv) September 24, 2003 at Reel/Frame 002828/0871.

WHEREAS, Grantee has been succeeded by CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, with its principal place of business at 4445 Willard Avenue, 12th Floor, Chevy Chase, Maryland, 20815, (hereinafter "Transferee"), as Administrative Agent under the Security Agreements, pursuant to an Assignment and Acceptance dated as of March 28, 2005, appointing Transferee as the new Administrative Agent.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and Grantee hereby confirm that Transferee as newly appointed Administrative Agent holds all right, title and interest in the security interest in the Collateral (as defined in the Security Agreements) granted under the Security Agreements including, but not limited to, the security interest in the trademarks (and related goodwill) listed in the schedules to the Security Agreements.

IN WITNESS WHEREOF, the Grantee and Transferee by their duly authorized signatories have duly executed, acknowledged and delivered this Administrative Agent Appointment.

"GRANTEE"

UNION BANK OF
CALIFORNIA, N.A.

Dated: 7/13/05

By: *Gary Kirsner*
Name: GARY KIRSNER
Title: VICE PRESIDENT

"TRANSFEREE"

CAPITALSOURCE FINANCE LLC

Dated: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantee and Transferee by their duly authorized signatories have duly executed, acknowledged and delivered this Administrative Agent Appointment.

"GRANTEE"

**UNION BANK OF
CALIFORNIA, N.A.**

Dated: _____

By: _____

Name:

Title:

"TRANSFEREE"

CAPITALSOURCE FINANCE, LLC

Dated: April 13, 2005

By: 

Name:

Title:

**Joseph Turitz
General Counsel
Corporate Finance**



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 15, 2004

PTAS



102557101A

FEDERAL RESEARCH CO., LLC
JULIE CRAVITZ
1030 15TH STREET, N.W.
SUITE 920
WASHINGTON, DC 20005

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/24/2003

REEL/FRAME: 002828/0871
NUMBER OF PAGES: 7

BRIEF: SECURITY INTEREST

ASSIGNOR:
LAWRENCE SERVICE CO.

DOC DATE: 08/29/2003
CITIZENSHIP:
ENTITY: CORPORATION

ASSIGNEE:
UNION BANK OF CALIFORNIA, N.A., AS
ADMINISTRATIVE AGENT
445 S. FIGUEROA ST., 15TH FLOOR
STRAVINA ACCT OFFICER
LOS ANGELES, CALIFORNIA 90071

CITIZENSHIP:
ENTITY: NATIONAL BANK

APPLICATION NUMBER: 75408383
REGISTRATION NUMBER: 2310391

FILING DATE: 12/19/1997
ISSUE DATE: 01/25/2000

MARK: CRS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

002828/0871 PAGE 2

APPLICATION NUMBER: 75408384
REGISTRATION NUMBER: 2308359

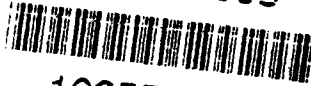
FILING DATE: 12/19/1997
ISSUE DATE: 01/18/2000

MARK: CRS/LAWRENCE SERVICE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

ANTIONE ROYALL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

09-24-2003

Q.24.03



102557101

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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

Tab settings

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

1. Name of conveying party(ies): Lawrence Service Co.
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Union Bank of California, N.A., as Administrative Agent
Internal Address: Stravina Aoct Officer
Street Address: 445 S. Figueroa St., 15th Fl.
City: Los Angeles State: CA Zip: 90071
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other national bank
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 08/29/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) n/a
B. Trademark Registration No.(s) 2310391 2308359
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Federal Research Co., LLC
Internal Address:
Street Address: 1030 15th St., NW, Suite 920
City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 2
7. Total fee (37-CFR 3.41) \$ 65.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Julie Cravitz Signature
Date 9-23-2003
Total number of pages including cover sheet, attachments, and document: 7

09/25/2003 5TON11 00000037 2310391
01 FD:8521 40.00 DP
01 FD:8522 25.00 DP

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

AMENDMENT NO. 1 TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("Amendment"), dated as of August 29, 2003, is entered into by and among Stravina Operating Company, LLC, a Delaware limited liability company ("Borrower"), Stravina International Holding Company, a California corporation ("SIHC"), Impulse! U.L.C., a Nova Scotia unlimited liability company ("Impulse"), Hanover Accessories, Inc., a Delaware corporation ("Hanover"), Lawrence Service Co., a Delaware corporation ("Lawrence" and, collectively with Hanover, the "Joining Parties") and Union Bank of California, N.A. ("UBOC"), as Administrative Agent for the Lenders referred to below ("Administrative Agent").

RECITALS

A. Reference is made to that certain Amended and Restated Revolving/Term Loan Agreement among Borrower, the Lenders party thereto (the "Lenders"), and the Administrative Agent, dated as of May 8, 2002 (as amended from time to time, the "Loan Agreement").

B. Reference is also made to that certain Amended and Restated Trademark Security Agreement dated as of May 8, 2002, among Borrower, SIHC, Impulse and Administrative Agent (the "Trademark Agreement"). The Trademark Agreement was recorded on May 17, 2002 with the United States Patent and Trademark Office at Reel 002511, Frame 0247. Capitalized terms used herein, and not otherwise defined, shall have the meanings set forth for such terms in the Trademark Agreement.

C. As of the date hereof, the Joining Parties have become Subsidiaries (as defined in the Loan Agreement) of Borrower, and as such each is required pursuant to Section 5.11 of the Loan Agreement to become a Grantor under the terms and conditions of the Trademark Agreement.

D. As further set forth below, the parties hereto wish to amend the Trademark Agreement (i) to add each of the Joining Parties as additional Grantors under the Trademark Agreement and (ii) to modify the description of the Collateral.

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

AGREEMENT

1. Joinder. By this Amendment, each of the Joining Parties becomes a party to the Trademark Agreement as an additional joint and several "Grantor" under the Trademark Agreement. Each Joining Party agrees that, upon its execution hereof, it will become a Grantor under the Trademark Agreement with respect to all Secured Obligations as further set forth

therein, and will be bound by all terms, conditions, and duties applicable to a Grantor under the Trademark Agreement. The Joining Parties and each of them hereby jointly and severally grants to Secured Party, to secure the prompt and indefeasible payment and performance of all of the Secured Obligations, a security interest in all of the Collateral owned by it (including without limitation the Additional Collateral referred to below) on the terms and conditions set forth in the Trademark Agreement.

2. Schedule 1. Schedule 1 (Existing and Pending Trademarks) to the Trademark Agreement is amended by adding to such schedule the property of the Joining Parties identified on Annex 1 attached hereto (the "Additional Collateral").

3. Effective Date. The effective date of this Amendment is the date first written above.

4. Otherwise not Affected. Except as expressly amended and supplemented by this Amendment, the terms and conditions of the Trademark Agreement shall remain unaltered, are hereby reaffirmed, and shall continue in full force and effect.

5. Counterparts. This Amendment may be executed in counterparts, which counterparts, when so executed and delivered, shall together constitute but one original.

6. Governing Law. This Amendment shall be construed and enforced in accordance with and governed by the Federal Laws of the United States of America and the Laws of the State of California.

[signature pages follow]

IN WITNESS WHEREOF, Borrower, SIHC, Impulse, the Joining Parties, and Administrative Agent have executed this Amendment as of the date first above written by their respective duly authorized representatives.

"Borrower"

STRAVINA OPERATING COMPANY, LLC,
a Delaware limited liability company

By:  _____

Sheldon Morick

Title: CEO & President

"SIHC"

STRAVINA INTERNATIONAL HOLDING
COMPANY,
a California corporation

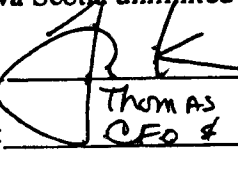
By:  _____

Thomas Keek

Title: CFO & Secretary

"Impulse"

IMPULSE! U.L.C.,
a Nova Scotia unlimited liability company

By:  _____

Thomas Keek

Title: CFO & Secretary

"Joining Parties"

HANOVER ACCESSORIES, INC.,
a Delaware corporation

By:  _____

Sheldon Morick

Title: CEO & President

LAWRENCE SERVICE CO.,
a Delaware corporation

By: 

Sheldon Morick

Title: CEO & President

"Administrative Agent"

UNION BANK OF CALIFORNIA, N.A.,
as Administrative Agent for the Lenders

By: 

Richard Faulkner

Title: Vice President

ADDITIONAL COLLATERAL ADDED TO
SCHEDULE 1 TO TRADEMARK AGREEMENT

Grantor: Hanover Accessories, Inc.

Trademark	Registration Number	Date Issued
ANGIE	1279770	05/29/1984
CITY TAILS	2266023	08/03/1999
GUM BALLS	1769272	05/04/1993
GUM BALLS	2347323	05/02/2000
GUYZ*	2180202	08/11/1998
HANNAH	2272699	08/24/1999
HANOVER ACCESSORIES	2278680	09/21/1999
HYPORIFIC	1540416	05/23/1989
IMPAWSTERS	2700544	03/25/2003
L.J. KIDS & CO. (AND DESIGN)	1709931	08/25/1992
LITTLE MONSTERS	2381803	08/29/2000
MISCELLANEOUS DESIGN	2156532	05/12/1998
MISCELLANEOUS DESIGN	2274801	08/31/1999
MISCELLANEOUS DESIGN	2385747	09/12/2000
NICOLINA	2131287	01/20/1998
PRETENDEARS	2174569	07/21/1998
PRETENDPETS	2200521	10/27/1998
PRETENDWEAR	2206551	12/01/1998
NEW GENERATION*	1797733	10/12/1993
ROSECRAFT*	1112692	02/06/1979
ROSECRAFT KIDS	2113667	11/18/1997
SMARTY GIRLS CLUB	2345639	04/25/2000
STAR STRUCK	2280296	09/28/1999
STAR STRUCK PRINCESS	2701085	03/25/2003
STICKY STONES (STYLIZED)	1675001	02/11/1992
THE GREAT PRETENDEARS (Germany)	30113686	04/03/2001
THE GREAT PRETENDEARS	2263103	03/02/2001

(Great Britain)

THE GREAT PRETENDEARS	2689109	02/18/2003
UNIFORM COLORS	2419412	01/09/2001
Z'BRA	2352724	05/23/2000
ZIP-ITZ	2257622	06/29/1999
Alexa*	R2057573	04/29/1997
Bridal Gifts by Christine*	R2091043	08/26/1997
Hypo Classics*	R2085778	08/05/1997
Jennifer Cole for the Career Woman*	R2055554	04/22/1997
Non-Stop Expressions*	R2081401	07/22/1997
Styled by Randi*	R2057550	04/29/1997
T*	R2158675	05/19/1998

Trademark	Application Number	Date Filed
PRINCESS ON THE GO	78/167874	09/25/2002
STICKY STONE	76/313326	09/12/2001
THE GREAT PRETENDEARS (Canada)	1094511	02/21/2001
THE GREAT PRETENDEARS (Community TM)	002829182	08/27/2002
THE GREAT PRETENDEARS FOR PARTY PALS	78/173054	10/10/2002

* Trademarks not used in Hanover's business as of Amendment No. 3 Closing Date

Grantor: Lawrence Service Co.

Trademark	Registration Number	Date Issued
CRS	2310391	01/25/2000
CRS/LAWRENCE SERVICE	2308359	01/18/2000



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 15, 2004

PTAS



102557103A

FEDERAL RESEARCH CO., LLC
JULIE CRAVITZ
1030 15TH ST., NW
STE. 920
WASHINGTON, DC 20005

UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 09/24/2003

REEL/FRAME: 002828/0960
NUMBER OF PAGES: 9

BRIEF: SECURITY INTEREST

ASSIGNOR:
HANOVER ACCESSORIES, INC.

DOC DATE: 08/29/2003
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNEE:
UNION BANK OF CALIFORNIA, . N.A.,
AS ADMINISTRATIVE AGENT
445 S. FIGUEROA ST., 15TH FL.
STRAVINA ACCT OFFICER
LOS ANGELES, CALIFORNIA 90071

CITIZENSHIP:
ENTITY: NATIONAL BANK

APPLICATION NUMBER: 78167874
REGISTRATION NUMBER:

FILING DATE: 09/25/2002
ISSUE DATE:

MARK: PRINCESS ON THE GO
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76313326
REGISTRATION NUMBER: 2755150

FILING DATE: 09/12/2001
ISSUE DATE: 08/26/2003

MARK: STICKY STONE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 78173054
REGISTRATION NUMBER: 2756294

FILING DATE: 10/10/2002
ISSUE DATE: 08/26/2003

MARK: THE GREAT PRETENDEARS FOR PARTY PALS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73417654
REGISTRATION NUMBER: 1279770

FILING DATE: 03/17/1983
ISSUE DATE: 05/29/1984

MARK: ANGIE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75259891
REGISTRATION NUMBER: 2266023

FILING DATE: 03/19/1997
ISSUE DATE: 08/03/1999

MARK: CITY TAILS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74262621
REGISTRATION NUMBER: 1769272

FILING DATE: 04/06/1992
ISSUE DATE: 05/04/1993

MARK: GUM BALLS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75758708
REGISTRATION NUMBER: 2347323

FILING DATE: 07/21/1999
ISSUE DATE: 05/02/2000

MARK: GUM BALLS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75267057
REGISTRATION NUMBER: 2180202

FILING DATE: 03/31/1997
ISSUE DATE: 08/11/1998

MARK: GUYZ
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75248938
REGISTRATION NUMBER: 2272699

FILING DATE: 02/27/1997
ISSUE DATE: 08/24/1999

MARK: HANNAH
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75250294
REGISTRATION NUMBER: 2278680

FILING DATE: 03/03/1997
ISSUE DATE: 09/21/1999

MARK: HANOVER ACCESSORIES
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73757256
REGISTRATION NUMBER: 1540416

FILING DATE: 10/12/1988
ISSUE DATE: 05/23/1989

MARK: HYPORIFIC
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 78135184
REGISTRATION NUMBER: 2700544

FILING DATE: 06/12/2002
ISSUE DATE: 03/25/2003

MARK: IMPAWSTERS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74129139
REGISTRATION NUMBER: 1709931

FILING DATE: 01/09/1991
ISSUE DATE: 08/25/1992

MARK: L.J. KIDS & CO.
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75514447
REGISTRATION NUMBER: 2381803

FILING DATE: 07/07/1998
ISSUE DATE: 08/29/2000

MARK: LITTLE MONSTERS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75250085
REGISTRATION NUMBER: 2156532

FILING DATE: 03/03/1997
ISSUE DATE: 05/12/1998

MARK:
DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 75260660
REGISTRATION NUMBER: 2274801

FILING DATE: 03/20/1997
ISSUE DATE: 08/31/1999

MARK:
DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 75847249
REGISTRATION NUMBER: 2385747

FILING DATE: 11/12/1999
ISSUE DATE: 09/12/2000

MARK:
DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 75139670
REGISTRATION NUMBER: 2131287

FILING DATE: 07/25/1996
ISSUE DATE: 01/20/1998

MARK: NICOLINA
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75250084
REGISTRATION NUMBER: 2174569

FILING DATE: 03/03/1997
ISSUE DATE: 07/21/1998

MARK: PRETENDEARS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75263096
REGISTRATION NUMBER: 2200521

FILING DATE: 03/24/1997
ISSUE DATE: 10/27/1998

MARK: PRETENDPETS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75268611
REGISTRATION NUMBER: 2206551

FILING DATE: 04/03/1997
ISSUE DATE: 12/01/1998

MARK: PRETENDWEAR
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74232915
REGISTRATION NUMBER: 1797733

FILING DATE: 12/23/1991
ISSUE DATE: 10/12/1993

MARK: NEW GENERATION
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73171238
REGISTRATION NUMBER: 1112692

FILING DATE: 05/22/1978
ISSUE DATE: 02/06/1979

MARK: ROSECRAFT
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75123387
REGISTRATION NUMBER: 2113667

FILING DATE: 06/21/1996
ISSUE DATE: 11/18/1997

MARK: ROSECRAFT KIDS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75753069
REGISTRATION NUMBER: 2345639

FILING DATE: 07/16/1999
ISSUE DATE: 04/25/2000

MARK: SMARTY GIRLS CLUB
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75250086
REGISTRATION NUMBER: 2280296

FILING DATE: 03/03/1997
ISSUE DATE: 09/28/1999

MARK: STAR STRUCK
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76196693
REGISTRATION NUMBER: 2701085

FILING DATE: 01/19/2001
ISSUE DATE: 03/25/2003

MARK: STAR STRUCK PRINCESS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74146358
REGISTRATION NUMBER: 1675001

FILING DATE: 03/11/1991
ISSUE DATE: 02/11/1992

MARK: STICKY STONES
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 76118537
REGISTRATION NUMBER: 2689109

FILING DATE: 08/29/2000
ISSUE DATE: 02/18/2003

MARK: THE GREAT PRETENDEARS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75260090
REGISTRATION NUMBER: 2419412

FILING DATE: 03/19/1997
ISSUE DATE: 01/09/2001

MARK: UNIFORM COLORS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75545784
REGISTRATION NUMBER: 2352724

FILING DATE: 09/01/1998
ISSUE DATE: 05/23/2000

MARK: Z'BRA
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75252272
REGISTRATION NUMBER: 2257622

FILING DATE: 03/05/1997
ISSUE DATE: 06/29/1999

MARK: ZIP-ITZ
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75141057
REGISTRATION NUMBER: 2057573

FILING DATE: 07/22/1996
ISSUE DATE: 04/29/1997

MARK: ALEXA
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75141058
REGISTRATION NUMBER: 2091043

FILING DATE: 07/22/1996
ISSUE DATE: 08/26/1997

MARK: BRIDAL GIFTS BY CHRISTINE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75137740
REGISTRATION NUMBER: 2085778

FILING DATE: 07/22/1996
ISSUE DATE: 08/05/1997

MARK: HYPO CLASSICS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75136971
REGISTRATION NUMBER: 2055554

FILING DATE: 07/22/1996
ISSUE DATE: 04/22/1997

MARK: JENNIFER COLE FOR THE CAREER WOMAN
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75137741
REGISTRATION NUMBER: 2081401

FILING DATE: 07/22/1996
ISSUE DATE: 07/22/1997

MARK: NON-STOP EXPRESSIONS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

002828/0960 PAGE 6

APPLICATION NUMBER: 75137737
REGISTRATION NUMBER: 2057550

FILING DATE: 07/22/1996
ISSUE DATE: 04/29/1997

MARK: STYLED BY RANDI
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75266813
REGISTRATION NUMBER: 2158675

FILING DATE: 03/31/1997
ISSUE DATE: 05/19/1998

MARK: T
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

VIOLET MCCOY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

09-24-2003

q. H. D. B.

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)



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

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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):
Hanover Accessories, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 08/29/2003

2. Name and address of receiving party(ies)

Name: Union Bank of California, N.A., as
~~Administrative Agent~~

Internal Address: Stravina Acct Officer

Street Address: 445 S. Figueroa St., 15th Fl.

City: Los Angeles State: CA Zip: 90071

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other national bank

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 Exhibit A

B. Trademark Registration No.(s) _____
see attached Exhibit A

Additional number(s) attached Yes No

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

Name: Federal Research Co., LLC

Internal Address: _____

Street Address: 1030 15th St., NW, Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: _____

39

7. Total fee (37 CFR 3.41).....\$ 990.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Julie Cravitz
Name of Person Signing

Julie Cravitz
Signature

9-23-2003
Date

Total number of pages including cover sheet, attachments, and document: 9

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

09/20/2003 6TON11 00000039 1273770

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02 00:00:02 950.00 00

EXHIBIT A

ADDITIONAL COLLATERAL ADDED TO SCHEDULE 1 TO TRADEMARK AGREEMENT

Grantor: Hanover Accessories, Inc.

Trademark	Registration Number	Date Issued
ANGIE	1279770	05/29/1984
CITY TAILS	2266023	08/03/1999
GUM BALLS	1769272	05/04/1993
GUM BALLS	2347323	05/02/2000
GUYZ*	2180202	08/11/1998
HANNAH	2272699	08/24/1999
HANOVER ACCESSORIES	2278680	09/21/1999
HYPORIFIC	1540416	05/23/1989
IMPAWSTERS	2700544	03/25/2003
L.J. KIDS & CO. (AND DESIGN)	1709931	08/25/1992
LITTLE MONSTERS	2381803	08/29/2000
MISCELLANEOUS DESIGN	2156532	05/12/1998
MISCELLANEOUS DESIGN	2274801	08/31/1999
MISCELLANEOUS DESIGN	2385747	09/12/2000
NICOLINA	2131287	01/20/1998
PRETENDEARS	2174569	07/21/1998
PRETENDPETS	2200521	10/27/1998
PRETENDWEAR	2206551	12/01/1998
NEW GENERATION*	1797733	10/12/1993
ROSECRAFT*	1112692	02/06/1979
ROSECRAFT KIDS	2113667	11/18/1997
SMARTY GIRLS CLUB	2345639	04/25/2000
STAR STRUCK	2280296	09/28/1999
STAR STRUCK PRINCESS	2701085	03/25/2003
STICKY STONES (STYLIZED)	1675001	02/11/1992

THE GREAT PRETENDEARS	2689109	02/18/2003
UNIFORM COLORS	2419412	01/09/2001
Z'BRA	2352724	05/23/2000
ZIP-ITZ	2257622	06/29/1999
Alexa*	2057573	04/29/1997
Bridal Gifts by Christine*	2091043	08/26/1997
Hypo Classics*	2085778	08/05/1997
Jennifer Cole for the Career Woman*	2055554	04/22/1997
Non-Stop Expressions*	2081401	07/22/1997
Styled by Randi*	2057550	04/29/1997
T*	2158675	05/19/1998

Trademark	Application Number	Date Filed
PRINCESS ON THE GO	78/167874	09/25/2002
STICKY STONE	76/313326	09/12/2001

THE GREAT PRETENDEARS FOR PARTY PALS	78/173054	10/10/2002
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* Trademarks not used in Hanover's business as of Amendment No. 3 Closing Date



JULY 22, 2002

PTAS

Commissioner for Trademarks
Arlington, VA 22202-3513
www.uspto.gov

SHEPPARD, MULLIN, RICHTER ET AL.
J. CRAVITZ
333 S. HOPE ST., 48TH FLOOR
LOS ANGELES, CA 90071



102098565A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 05/17/2002

REEL/FRAME: 002511/0247
NUMBER OF PAGES: 23

BRIEF: SECURITY AGREEMENT

ASSIGNOR:
STRAVINA OPERATING COMPANY, LLC

DOC DATE: 05/08/2002
CITIZENSHIP:
ENTITY: DELAWARE LIMITED
LIABILITY COMPANY

ASSIGNEE:
UNION BANK OF CALIFORNIA, N.A. AS
ADMINISTRATIVE AGENT
445 S. FIGUEROA ST., 15TH FLOOR
ATTN: STRAVINA ACCT. OFFICER
LOS ANGELES, CALIFORNIA 90071

CITIZENSHIP:
ENTITY: NATIONAL BANKING
ASSOCIATION

APPLICATION NUMBER: 76195071
REGISTRATION NUMBER: 2571174

FILING DATE: 01/17/2001
ISSUE DATE: 05/21/2002

MARK: MIRRORED REFLECTIONS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

TRADEMARK
REEL: 003066 FRAME: 0455

APPLICATION NUMBER: 76158468
REGISTRATION NUMBER:

FILING DATE: 11/01/2000
ISSUE DATE:

MARK: JESSICA
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 76158474
REGISTRATION NUMBER:

FILING DATE: 11/01/2000
ISSUE DATE:

MARK: JESSICA
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 76304184
REGISTRATION NUMBER:

FILING DATE: 08/24/2001
ISSUE DATE:

MARK: STICK N' STAMP
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 76157372
REGISTRATION NUMBER: 2561510

FILING DATE: 10/31/2000
ISSUE DATE: 04/16/2002

MARK: ARTISTIC IMPRESSIONS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

SHAREILL COLES, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

05-22-2002

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Tab settings



To the Honorable Commissioner of

102098565

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Stravina Operating Company, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware limited liability company
- 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: May 8, 2002

2. Name and address of receiving party(ies):

Name: Union Bank of California, N.A., as
Administrative Agent

Internal Address: Attn: Stravina Acct. Officer

Street Address: 445 S. Figueroa St., 15th Floor

City: Los Angeles State: CA ZIP: 90071

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other national banking association

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)

76-195,071 76-158,474
76-158,468 76-304,184

B. Trademark registration No.(s)

2,561,510

Additional numbers attached? Yes No

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

Name: Sheppard, Mullin, Richter & Hampton
LLP

Internal Address: Attn: J. Cravitz

Street Address: 333 S. Hope St., 48th Floor

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41):..... \$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

05/21/2002 JJLLM2 00000011 76195071

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01 FC:481
02 FC:482

40.00 DP
100.00 DP

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.

Michael T. Haworth, Esq.
Name of Person Signing

Signature

May 15, 2002
Date

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("Agreement") is made and entered into as of May 8, 2002 by each of the Persons listed on the signature pages hereto, together with each other Person who may become a party hereto pursuant to Section 16 of this Agreement (each a "Grantor" and collectively "Grantors"), jointly and severally in favor of UNION BANK OF CALIFORNIA, N.A., as Administrative Agent for the benefit of the Lenders that are or become party to the Loan Agreement referred to below, with reference to the following facts:

RECITALS

A. Pursuant to that certain Amended and Restated Revolving/Term Loan Agreement dated as of May 8, 2002 by and among Stravina Operating Company, LLC, a Delaware limited liability company ("Borrower"), the Lenders therein named, and Union Bank of California, N.A., as Administrative Agent for the Lenders (said Amended and Restated Revolving/Term Loan Agreement, as amended, extended, renewed, supplemented, or otherwise modified from time to time, being the "Loan Agreement"), the Lenders have agreed to extend certain credit facilities to Borrower.

B. The Loan Agreement provides, as a condition of the availability of such credit facilities, that Grantors shall enter into this Agreement and shall grant security interests to Secured Party as herein provided.

C. Each Grantor expects to realize direct and indirect benefits as a result of the availability of the aforementioned credit facilities.

D. This Agreement amends and restates in its entirety (but without novation) that certain Trademark Security Agreement dated as of April 21, 1999 made by Borrower and SIHC in favor of Union Bank of California, N.A., and recorded on August 24, 2000 with the United States Patent and Trademark Office ("USPTO") at Reel 2135, Frame 0758 (the "Prior Trademark Agreement").

AGREEMENT

NOW, THEREFORE, in order to induce the Lenders to extend the aforementioned credit facilities to Borrower, and for other good and valuable consideration,

the receipt and adequacy of which are hereby acknowledged, Grantors hereby jointly and severally represent, warrant, covenant and agree as follows:

1. Definitions. This Agreement is the Trademark Security Agreement referred to in the Loan Agreement. Terms defined in the Loan Agreement and not otherwise defined in this Agreement shall have the respective meanings defined for those terms in the Loan Agreement. As used in this Agreement, the following terms shall have the meanings respectively set forth after each:

"Agreement" means this Trademark Security Agreement, and any extensions, modifications, renewals, restatements, supplements or amendments hereof, including, without limitation, any documents or agreements by which additional Grantors become party hereto.

"Collateral" means and includes all of the following: (a) all of Grantors' presently existing, or hereafter acquired, right, title, and interest in and to all of Grantors' trademarks, trade names, trade styles, and service marks existing or registered in the United States; all prints and labels on which said trademarks, trade names, trade styles, and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature; all applications, registrations, and recordings relating to the foregoing in the USPTO or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including those trademarks, terms, designs, and applications described in Schedule 1 hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including any claims by Grantors against third parties for past, present and future infringement of the Trademarks or any licenses with respect thereto. Notwithstanding the foregoing, the "Collateral" shall expressly exclude the following assets (collectively, the "Excluded Assets"): (i) any agreement or contract to the extent that, and for so long as, the terms of such excluded agreement or contract prohibits (after giving effect to any approvals or waivers) the assignment of, or granting of a security interest in, such agreement or contract (it being understood and agreed, however, that notwithstanding the foregoing, all rights to payment for money due or to become due pursuant to any such excluded agreement or contract shall be subject to the security interest created by this Agreement), and (ii) any licenses and any assets subject to such licenses, in each case to the extent that, and for so long as, the terms of such license prohibits (after giving effect to any approvals and waivers) the assignment of, or granting of a security interest in, such licenses and assets, such exclusions to apply, in all cases under subparagraphs (i) and (ii) above, to the extent that the prohibitions on the assignment or grant of security interest contained in such agreements, contracts or licenses are not rendered unenforceable under Sections 9406, 9407, 9408 or 9409 of the Uniform Commercial Code of California or other applicable law, and provided, that Grantors shall use commercially reasonable efforts to eliminate or avoid such prohibitions.

"Secured Obligations" means any and all present and future Obligations of any type or nature of Borrower or any other Party or any one or more of them to Secured Party, arising under or relating to the Loan Documents or any one or more of them, whether due or to become due, matured or unmatured, liquidated or unliquidated, or contingent or noncontingent, including Obligations of performance as well as Obligations of payment, and including interest that accrues after the commencement of any bankruptcy or insolvency proceeding by or against Borrower or any other Party (including any Grantor).

"Secured Party" means the Administrative Agent, and the Lenders, and each of them, and any one or more of them. Subject to the terms of the Loan Agreement, any right, remedy, privilege or power of Secured Party may be exercised by the Administrative Agent, or by the Requisite Lenders, or by any Lender acting with the consent of the Requisite Lenders.

2. Incorporation of Representations, Warranties, Covenants and Other Provisions of Loan Documents. This Agreement is one of the "Loan Documents" referred to in the Loan Agreement. All representations, warranties, affirmative and negative covenants and other provisions contained in any Loan Document that are applicable to Loan Documents generally are fully applicable to this Agreement and are incorporated herein by this reference as though set forth herein in full.

3. Security Interest. For valuable consideration, Grantors and each of them hereby jointly and severally grants to Secured Party, to secure the prompt and indefeasible payment and performance of all of the Secured Obligations, a security interest in all of the presently existing and hereafter acquired Collateral. This Agreement is a continuing and irrevocable agreement and all the rights, powers, privileges and remedies hereunder shall apply to any and all Secured Obligations, including those arising under successive transactions which shall either continue the Secured Obligations, increase or decrease them and notwithstanding the bankruptcy of any Grantor or any other Person or any other event or proceeding affecting any Person.

4. Representations, Warranties and Covenants. Grantors, and each of them, represent, warrant and agree that:

(a) All of the existing Collateral is valid and subsisting in full force and effect, and each Grantor owns the sole, full, and clear title to its respective portion of the existing Collateral, and the right and power to grant the security interests granted hereunder. Grantors will, at their expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting, and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any Liens, claims, mortgages, assignments

or licenses of any nature whatsoever, whether recorded or unrecorded, except as permitted by the Loan Agreement.

(b) As of the date hereof, none of Grantors has any Trademarks registered, or subject to pending applications, in the USPTO, or any similar office or agency in the United States or Canada other than those described in Schedule 1.

(c) Except as listed on Schedule 2, to the best of Grantors' knowledge, there are no actions, suits, proceedings or investigations pending or threatened in writing against any Grantor before any Governmental Agency which, if determined adversely to such Grantor, would cause the Collateral, or any portion thereof, to be adjudged invalid or unenforceable, in whole or in part.

(d) No Grantor shall assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or nonexclusive license or sublicense relating thereto, except as permitted herein or in the Loan Agreement, or otherwise dispose of, any of the Collateral without the prior written consent of Secured Party. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(e) No Grantor shall file any application for the registration of a trademark with the USPTO or any similar office or agency in the United States, or any State therein, or Canada or any Province thereof, unless such Grantor has, by thirty (30) days' prior written notice, informed Secured Party of such action. Upon request of Secured Party, Grantors shall execute and deliver to Secured Party any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the grant of a security interest in such trademark to Secured Party. Each Grantor authorizes Secured Party to modify this Agreement by amending Schedule 1 to include any new trademark or service mark, and any trademark or service mark renewal of any Grantor applied for and obtained hereafter.

(f) No Grantor has abandoned any of the Trademarks, and no Grantor will do any act, or omit to do any act, whereby the Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Each Grantor shall notify Secured Party immediately if it knows, or has reason to know, of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, or unenforceable.

(g) Grantors will render any assistance, as Secured Party may reasonably determine is necessary, to Secured Party in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States.

or any State therein, to maintain the Trademarks and to protect Secured Party's security interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.

(h) Each Grantor will promptly notify Secured Party if such Grantor (or any Affiliate or Subsidiary thereof) learns of any material use by any Person of any term or design likely to cause confusion with any of the Trademarks, or of any material use by any Person of any other process or product which infringes upon any of the Trademarks. If requested by Secured Party, Grantors, at their expense, shall join with Secured Party in such action as Secured Party in Secured Party's discretion, may reasonably deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(i) Grantors assume all responsibility and liability arising from the use of the Trademarks, and each Grantor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by any Grantor (or any Affiliate or Subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by any Grantor or any Affiliate or Subsidiary thereof; provided that Secured Party shall not be entitled to indemnification for any loss caused by its own gross negligence or willful misconduct or for any loss arising out of any alleged defect in any product manufactured by Secured Party in connection with any Trademark.

(j) Grantors shall promptly notify Secured Party in writing of any adverse determination in any proceeding in the USPTO or any other foreign or domestic Governmental Agency, court or body, regarding any Grantor's claim of ownership in any of the Trademarks. In the event of any material infringement of any of the Trademarks by a third party, Grantors shall promptly notify Secured Party of such infringement and sue for and diligently pursue damages for such infringement. If any Grantor shall fail to take such action within one (1) month after such notice is given to Secured Party, Secured Party may, but shall not be required to, itself take such action in the name of any or all Grantors, and each Grantor hereby appoints Secured Party the true and lawful attorney of Grantors, for them and in their name, place and stead, on behalf of Grantors, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to Grantors, net of costs and reasonable attorneys' fees, to be applied to the Secured Obligations.

(k) Each Grantor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments,

in each case in form and substance satisfactory to Secured Party, relating to the creation, validity, or perfection of the security interests provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other Law of the United States, the State of California, or other States as Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to perfect Secured Party's security interest in any of the Collateral and to completely vest in and assure to Secured Party its rights hereunder or in any of the Collateral, and each Grantor hereby irrevocably authorizes Secured Party or its designee, at such Grantor's expense, upon such Grantor's failure to do so upon request therefor by Secured Party if no Default or Event of Default has occurred and is continuing, and at all times if a Default or Event of Default has occurred and is continuing, to execute such documents, and file such financing statements with respect thereto with or without such Grantor's signature, as Secured Party may reasonably deem appropriate. In the event that any recording or refile (or the filing of any statement of continuation or assignment of any financing statement) or any other action, is required at any time to protect and preserve such security interests, Grantors shall, at their sole cost and expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be reasonably requested by Secured Party. Each Grantor further authorizes Secured Party to have this or any other similar security agreement recorded or filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

(l) Secured Party is hereby irrevocably appointed by each Grantor as its lawful attorney and agent, with full power of substitution to execute and deliver on behalf of and in the name of any or all Grantors, such financing statements, pledges and other documents and agreements, and to take such other action as Secured Party may deem necessary for the purpose of perfecting, protecting or effecting the security interests granted herein and effected hereby, and any mortgages or Liens necessary or desirable to implement or effectuate the same, under any applicable Law, and Secured Party is hereby authorized to file on behalf of and in the name of any or all Grantors, at Grantors' sole expense, such financing statements, documents, and agreements in any appropriate governmental office; provided, however, that (i) if no Default or Event of Default has occurred and is continuing, Secured Party shall only be entitled to exercise the rights set forth in this section as to each Grantor upon such Grantor's failure to perform the applicable action following request therefor by Secured Party, and (ii) Secured Party shall be entitled to exercise the rights set forth in this section as to each Grantor, without notice to, or request being made upon, such Grantor, at all times if a Default or Event of Default has occurred and is continuing.

(m) Secured Party may, in its sole discretion, pay any amount, or do any act which Grantors fail to pay or do as reasonably required hereunder or as

requested by Secured Party to preserve, defend, protect, maintain, record, amend, or enforce the Secured Obligations, the Collateral, or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, and reasonable attorneys' fees. Grantors will be liable to Secured Party for any such payment, which payment shall be deemed an advance by the Lenders to Grantors, shall be payable on demand, together with interest at the rate(s) set forth in the Loan Agreement, and shall be part of the Secured Obligations.

5. Retention of Rights. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), each Grantor shall retain the right to use such Grantor's portion of the Collateral in the ordinary course of such Grantor's business.

6. Events of Default. Any "Event of Default" as defined in the Loan Agreement shall constitute an Event of Default hereunder.

7. Rights and Remedies. Upon the occurrence and during the continuance of any such Event of Default, and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under Law, the Loan Agreement or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, any Grantor, except as such notice or consent is expressly provided for hereunder.

(a) Secured Party may use any of the Trademarks for the sale of goods, completion of work in process, or rendering of services in connection with enforcing any security interest granted to Secured Party by Grantors.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions and in such manner, as Secured Party shall, in its sole discretion, deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or nonexclusive basis throughout all or part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell, or otherwise dispose of the Collateral, or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Grantors with seven (7) days' prior written notice of any proposed disposition of the Collateral. The requirement of sending notice conclusively shall be met if such notice is mailed, first class mail, postage prepaid, to the Borrower, on behalf of all Grantors. Each Grantor hereby irrevocably appoints the Borrower as its agent for the purpose of receiving notice of sale hereunder, and agrees that such Grantor conclusively shall be deemed to have received notice of sale when notice of sale has been given to the Borrower. Each Grantor expressly waives any right to receive notice of any public or private sale of any Collateral or other security

for the Secured Obligations except as expressly provided in this Section 7(c). Secured Party shall have the power to buy the Collateral, or any part thereof, in accordance with applicable Law, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Grantors shall be liable for any deficiency in accordance with applicable Law.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to Section 7(c) hereof, Secured Party may, at any time, execute and deliver, on behalf of Grantors, and each of them, pursuant to the authority granted in powers of attorney, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Grantors agree to pay Secured Party, on demand, all costs incurred in any such transfer of the Collateral, including, but not limited to any taxes, fees, and reasonable attorneys' fees.

(e) Secured Party may apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Secured Obligations as provided in the Loan Agreement. Grantors shall remain liable to Secured Party for any expenses or Secured Obligations remaining unpaid after the application of such proceeds, and Grantors will pay Secured Party, on demand, any such unpaid amount, together with interest at the rate(s) set forth in the Loan Agreement.

(f) If any such license, assignment, sale, or other disposition of the Collateral (or any part thereof) is made, Grantors shall supply to Secured Party, or Secured Party's designee, Grantors' knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Grantors' customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Each Grantor hereby waives any and all rights that it may have to a judicial hearing, if any, in advance of the enforcement of any of Secured Party's rights hereunder, including, without limitation, its rights following any Event of Default to take immediate possession of the Collateral and exercise its rights with respect thereto.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided

under Law, the Loan Agreement, this Agreement, or otherwise shall be cumulative, and none is exclusive of any right or remedy otherwise provided herein or in any of the other Loan Documents, at Law or in equity. Such rights and remedies may be enforced alternatively, successively, or concurrently.

8. Waivers and Consents. Each Grantor acknowledges that the Liens created or granted herein will or may secure Obligations of Persons other than such Grantor and, in full recognition of that fact, each Grantor consents and agrees that Secured Party may, at any time and from time to time, without notice or demand, and without affecting the enforceability or security hereof: (a) supplement, modify, amend, extend, renew, accelerate or otherwise change the time for payment or the terms of the Secured Obligations or any part thereof, including any increase or decrease of the rate(s) of interest thereon, in each case in accordance with the applicable Loan Documents; (b) supplement, modify, amend or waive, or enter into or give any agreement, approval or consent with respect to, the Secured Obligations or any part thereof, or any of the Loan Documents or any additional security or guaranties, or any condition, covenant, default, remedy, right, representation or term thereof or thereunder; (c) accept new or additional instruments, documents or agreements in exchange for or relative to any of the Loan Documents or the Secured Obligations or any part thereof; (d) accept partial payments on the Secured Obligations; (e) receive and hold additional security or guaranties for the Secured Obligations or any part thereof; (f) release, reconvey, terminate, waive, abandon, fail to perfect, subordinate, exchange, substitute, transfer and/or enforce any security or guaranties, and apply any security and direct the order or manner of sale thereof as Secured Party in its sole and absolute discretion may determine; (g) release any Person from any personal liability with respect to the Secured Obligations or any part thereof; (h) settle, release on terms satisfactory to Secured Party or by operation of applicable Laws or otherwise liquidate or enforce any Secured Obligations and any security or guaranty in any manner, consent to the transfer of any security and bid and purchase at any sale; and/or (i) consent to the merger, change or any other restructuring or termination of the corporate existence of any Grantor or any other Person, and correspondingly restructure the Secured Obligations, and any such merger, change, restructuring or termination shall not affect the liability of any Grantor or the continuing existence of any Lien hereunder, under any other Loan Document to which any Grantor is a party or the enforceability hereof or thereof with respect to all or any part of the Secured Obligations.

Upon the occurrence and during the continuance of any Event of Default, Secured Party may enforce this Agreement independently as to each Grantor and independently of any other remedy or security Secured Party at any time may have or hold in connection with the Secured Obligations, and it shall not be necessary for Secured Party to marshal assets in favor of any Grantor or any other Person or to proceed upon or against and/or exhaust any other security or remedy before proceeding to enforce this Agreement. Each Grantor expressly waives any right to require Secured Party to marshal assets in favor of any Grantor or any other Person or to proceed against any other Grantor or other Party or any Collateral provided by any other Grantor or other Party, and agrees that Secured Party may

proceed against Grantors and any other Party and/or the Collateral in such order as it shall determine in its sole and absolute discretion. Secured Party may file a separate action or actions against any Grantor, whether action is brought or prosecuted with respect to any other security or against any other Grantor or any other Person, or whether any other Person is joined in any such action or actions. Each Grantor agrees that Secured Party, Borrower and any Affiliate of Borrower or any other Party may deal with each other in connection with the Secured Obligations or otherwise, or alter any contracts or agreements now or hereafter existing between any of them, in any manner whatsoever, all without in any way altering or affecting the security of this Agreement. Secured Party's rights hereunder shall be reinstated and revived, and the enforceability of this Agreement shall continue, with respect to any amount at any time paid on account of the Secured Obligations which thereafter shall be required to be restored or returned by Secured Party upon the bankruptcy, insolvency or reorganization of any Grantor or other Party or otherwise, all as though such amount had not been paid. Each Grantor agrees that the Liens created or granted herein and the enforceability of this Agreement at all times shall remain effective, as to such Grantor, to secure the full amount of all the Secured Obligations even though the Secured Obligations, including any part thereof or any other security or guaranty therefor, may be or hereafter may become invalid or otherwise unenforceable as against any other Grantor or other Party and whether or not any other Grantor or other Party shall have any personal liability with respect thereto. Each Grantor expressly waives any and all defenses now or hereafter arising or asserted by reason of (a) any disability or other defense of Borrower or any other Grantor or other Party with respect to the Secured Obligations, (b) the unenforceability or invalidity of any security or guaranty for the Secured Obligations or the lack of perfection or continuing perfection or failure of priority of any security for the Secured Obligations (other than any security or guaranty given by such Grantor), (c) the cessation for any cause whatsoever of the liability of Borrower or any other Grantor or other Party (other than by reason of the full payment and performance of all Secured Obligations), (d) any failure of Secured Party to marshal assets in favor of any Grantor or any other Person, (e) except as otherwise provided in this Agreement, any failure of Secured Party to give notice of sale or other disposition of Collateral to any Grantor or any other Person or any defect in any notice that may be given in connection with any sale or disposition of Collateral, (f) any act or omission of Secured Party or others that directly or indirectly results in or aids the discharge or release of Borrower or any other Grantor or other Party or the Secured Obligations or any other security or guaranty therefor by operation of Law or otherwise, other than through the gross negligence or willful misconduct of Secured Party, (g) any Law which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation, (h) any failure of Secured Party to file or enforce a claim in any bankruptcy or other proceeding with respect to any Person, (i) the election by Secured Party, in any bankruptcy proceeding of any Person, of the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code, (j) any extension of credit or the grant of any Lien under Section 364 of the United States Bankruptcy Code, (k) any use of cash collateral under Section 363 of the United States Bankruptcy Code, (l) any agreement or stipulation with

respect to the provision of adequate protection in any bankruptcy proceeding of any Person, (m) the avoidance of any Lien in favor of Secured Party for any reason (other than, as to each Grantor, the avoidance of the Lien granted by such Grantor pursuant to this Agreement), (n) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any Person, including any discharge of, or bar or stay against collecting, all or any of the Secured Obligations (or any interest thereon) in or as a result of any such proceeding, (o) to the extent permitted, the benefits of any form of one-action rule under any applicable Law, or (p) any action taken by Secured Party that is authorized by this Section 8 or any other provision of any Loan Document. Each Grantor waives all rights and defenses arising out of an election of remedies by Secured Party, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for the Obligations has destroyed such Grantor's rights of subrogation and reimbursement against the principal by the operation of Section 580d of the California Code of Civil Procedure or otherwise. Each Grantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Secured Obligations, and all notices of acceptance of this Agreement or of the existence, creation or incurring of new or additional Secured Obligations.

9. Condition of Borrower and Its Subsidiaries and Other Parties. Each Grantor represents and warrants to Secured Party that each Grantor has established adequate means of obtaining from Borrower, its Subsidiaries and the other Parties, on a continuing basis, financial and other information pertaining to the businesses, operations and condition (financial and otherwise) of Borrower and its Subsidiaries, and the other Parties, and their Properties, and each Grantor now is and hereafter will be completely familiar with the businesses, operations and condition (financial and otherwise) of Borrower and its Subsidiaries, and the other Parties, and their Properties. Each Grantor hereby expressly waives and relinquishes any duty on the part of Secured Party (should any such duty exist) to disclose to any Grantor any matter, fact or thing related to the businesses, operations or condition (financial or otherwise) of Borrower or its Subsidiaries, or any other Party, or their Properties, whether now known or hereafter known by Secured Party during the life of this Agreement. With respect to any of the Secured Obligations, Secured Party need not inquire into the powers of Borrower or any Subsidiaries thereof or any other Party or the officers or employees acting or purporting to act on their behalf, and all Secured Obligations made or created in good faith reliance upon the professed exercise of such powers shall be secured hereby.

10. Waiver of Rights of Subrogation. Notwithstanding anything to the contrary elsewhere contained herein or in any other Loan Document to which any Grantor is a Party, until all of the Secured Obligations have been paid in full, Grantors hereby waive with respect to the other Parties and their successors and assigns (including any surety) and any other Person, any and all rights at Law or in equity to subrogation, to reimbursement, to exoneration, to contribution, to setoff or to any other rights that could accrue to a surety against a principal, to a guarantor against a maker or obligor, to an accommodation party

against the party accommodated, or to a holder or transferee against a maker and which Grantors may have or hereafter acquire against any other Party or any other Person in connection with or as a result of Grantors' execution, delivery and/or performance of this Agreement or any other Loan Document to which any Grantor is a Party. Grantors agree that, until all of the Secured Obligations have been paid in full, they shall not have or assert any such rights against any other Party or its successors and assigns or any other Person (including any surety) which is directly or indirectly a creditor of any other Party or any surety for any other Party, either directly or as an attempted setoff to any action commenced against Grantors by any other Party (as borrower or in any other capacity) or any other Person. Grantors hereby acknowledge and agree that this waiver is intended to benefit Secured Party and shall not limit or otherwise affect Grantors' liability hereunder, under any other Loan Document to which any Grantor is a Party, or the enforceability hereof or thereof. Until such time, if any, as all of the Secured Obligations have been paid and performed in full and no portion of any Commitment remains in effect, each Grantor expressly waives any right to enforce any remedy that Secured Party now has or hereafter may have against any other Person and waives the benefit of, or any right to participate in, any Collateral now or hereafter held by Secured Party.

11. Waiver of Discharge. Without limiting the generality of the foregoing, each Grantor hereby waives discharge by waiving all defenses based on suretyship or impairment of collateral.

12. Understandings with Respect to Waivers and Consents. Grantors and each of them warrant and agree that each of the waivers and consents set forth herein is made after consultation with legal counsel and with full knowledge of its significance and consequences, with the understanding that events giving rise to any defense or right waived may diminish, destroy or otherwise adversely affect rights which Grantors otherwise may have against Borrower, Secured Party or others, or against Collateral, and that, under the circumstances, the waivers and consents herein given are reasonable and not contrary to public policy or Law. If any of the waivers or consents herein are determined to be contrary to any applicable Law or public policy, such waivers and consents shall be effective to the maximum extent permitted by Law.

13. Costs and Expenses.

(a) Grantors will pay any and all charges, costs and taxes incurred in implementing or subsequently amending this Agreement, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and reasonable fees and disbursements of Secured Party's counsel incurred by Secured Party, and the allocated cost of in-house counsel to Secured Party, in connection with this Agreement, and in the enforcement of this Agreement and in the enforcement or foreclosure of any Liens, security interests or other rights of Secured Party under this Agreement, or under any

other documentation heretofore, now, or hereafter given to Secured Party in furtherance of the transactions contemplated hereby.

(b) Grantors agree to reimburse Secured Party for and indemnify it against, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature sustained and reasonably incurred in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Agreement, or the exercise of any rights or powers hereunder, including reasonable attorneys' fees and disbursements, and the allocated cost of in-house counsel to the Secured Party, except losses, expenses and liabilities arising out of Secured Party's own gross negligence or willful misconduct.

14. Miscellaneous.

(a) Grantors and Secured Party may from time to time agree in writing to the release of certain of the Collateral from the security interest created hereby.

(b) Any notice, request, demand or other communication required or permitted under this Agreement shall be in writing and shall be deemed to be properly given if done in accordance with Section 11.6 of the Loan Agreement.

(c) Except as otherwise set forth in the Loan Agreement or this Agreement, the provisions of this Agreement may not be modified, amended, restated or supplemented, whether or not the modification, amendment, restatement or supplement is supported by new consideration, except by a written instrument duly executed and delivered by Secured Party and Grantors.

(d) Except as otherwise set forth in the Loan Agreement or this Agreement, any waiver of the terms and conditions of this Agreement, or any Event of Default and its consequences hereunder or thereunder, and any consent or approval required or permitted by this Agreement to be given, may be made or given with, but only with, the written consent of Secured Party on such terms and conditions as specified in the written instrument granting such waiver, consent or approval.

(e) Any failure or delay by Secured Party to require strict performance by Grantors of any of the provisions, warranties, terms, and conditions contained herein, or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein, or in any other agreement, document, or instrument, shall be deemed to have been waived by any act

or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Grantors, specifying such waiver.

(f) If any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

(g) If any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

(h) This Agreement shall be binding upon, and for the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

15. Continuing Effect. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor'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 Secured Obligations, or any part thereof, is, pursuant to applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned by Administrative Agent or any Lender, 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 Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

16. Additional Grantors. From time to time following the Closing Date, Subsidiaries of Borrower may become parties hereto, as additional Grantors, by executing and delivering to Administrative Agent an Instrument of Joinder substantially in the form of Exhibit A hereto, accompanied by such documentation as Administrative Agent may reasonably require in connection therewith, wherein such additional Grantors agree to become a party hereto and to be bound hereby. Upon delivery of such Instrument of Joinder to and acceptance thereof by Administrative Agent, notice of which acceptance is hereby waived by Grantors, each such additional Grantor shall be as fully a party, effective as of such delivery, but in all other respects, hereto as if such Grantor were an original signatory hereof. Each Grantor expressly agrees that its Obligations and the Liens upon its Property granted herein shall not be affected or diminished by the addition or release of additional Grantors hereunder, nor by any election of Secured Party not to cause any Subsidiary of Borrower to become an additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor who is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

17. Release of Grantors. This Agreement and all Secured Obligations of Grantors hereunder shall be released when all Secured Obligations have been paid in full in cash or otherwise performed in full and when no portion of any Commitment remains outstanding. Upon such release of Grantors' Secured Obligations hereunder, Secured Party shall return any Collateral to Grantors, or to the Person or Persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the Collateral to Grantors, or to the Person or Persons legally entitled thereto, and to evidence or document the release of Secured Party's interests arising under this Agreement, all as reasonably requested by, and at the sole expense of, Grantors.

18. Additional Powers and Authorization. Secured Party shall be entitled to the benefits accruing to it as Administrative Agent under the Loan Agreement and the other Loan Documents. Notwithstanding anything contained herein to the contrary, Secured Party may employ agents, trustees, or attorneys-in-fact and may vest any of them with any Property (including, without limitation, any Collateral in which a security interest is granted hereunder), title, right or power deemed necessary for the purposes of such appointment.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

20. **GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA AND THE LAWS OF THE STATE OF CALIFORNIA**

21. WAIVER OF JURY TRIAL. EACH GRANTOR AND SECURED PARTY EXPRESSLY WAIVES THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED OR INCIDENTAL TO THIS AGREEMENT, THE LOAN AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH GRANTOR AND SECURED PARTY AGREES THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY ARE WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY

OF THIS AGREEMENT, THE LOAN AGREEMENT OR THE OTHER LOAN DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

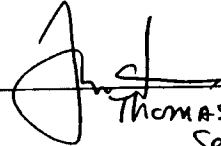
22. Effect of Agreement. This Agreement amends and restates in its entirety (but without novation) the Prior Trademark Agreement. Each Grantor hereby acknowledges and agrees that all collateral subject to the Prior Trademark Agreement does and shall continue to secure the Secured Obligations.

[signature page follows]

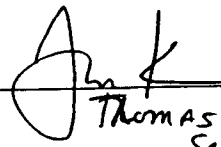
IN WITNESS WHEREOF, each Grantor has executed this Agreement by its duly authorized officer as of the date first written above.

"Grantors"


STRAVINA OPERATING COMPANY, LLC,
a Delaware limited liability company

By: 
Thomas P. Keck
Secretary
[Printed name and title]

STRAVINA INTERNATIONAL HOLDING
COMPANY, a California corporation

By: 
Thomas P. Keck
Secretary
[Printed name and title]

IMPULSE! U.L.C.,
a Nova Scotia unlimited liability company

By: 
Thomas P. Keck
Secretary
[Printed name and title]

ACCEPTED AND AGREED
AS OF THE DATE FIRST
ABOVE WRITTEN:

"Secured Party"

UNION BANK OF CALIFORNIA, N.A.,
as Administrative Agent for the Lenders

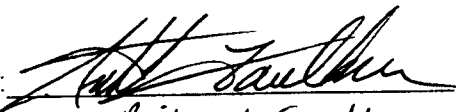
By: 
Richard Faulkner
Vice President
[Printed Name and Title]

EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT

INSTRUMENT OF JOINDER

THIS INSTRUMENT OF JOINDER ("Joinder") is executed as of _____, _____, by _____, a _____ ("Joining Party"), and delivered to Union Bank of California, N.A., as Administrative Agent, pursuant to the Trademark Security Agreement dated as of May 8, 2002 made by Stravina Operating Company, LLC, a Delaware limited liability company ("Borrower"), Stravina International Holding Company, a California corporation, and Impulse! U.L.C., a Nova Scotia unlimited liability company as initial Grantors, in favor of the Administrative Agent and the Lenders referred to below (as amended, extended, renewed, supplemented or otherwise modified, the "Trademark Agreement"). Terms used but not defined in this Joinder shall have the meanings defined for those terms in the Trademark Agreement.

RECITALS

(a) The Trademark Agreement was made by the Grantors in favor of the Administrative Agent for the benefit of the Lenders that are parties to that certain Amended and Restated Revolving/Term Loan Agreement dated as of May 8, 2002 by and among Borrower, the Lenders that are parties thereto (the "Lenders"), and Union Bank of California, N.A., as the Administrative Agent for the Lenders (the "Administrative Agent").

(b) Joining Party has become a Subsidiary of Borrower, and as such is required pursuant to Section 5.11 of the Loan Agreement to become a Grantor under the terms and conditions of the Trademark Agreement.

(c) Joining Party expects to realize direct and indirect benefits as a result of the availability to Borrower of the credit facilities under the Loan Agreement.

NOW THEREFORE, Joining Party agrees as follows:

AGREEMENT

(1) By this Joinder, Joining Party becomes a "Grantor" under and pursuant to Section 16 of the Trademark Agreement. Joining Party agrees that, upon its execution hereof, it will become a Grantor under the Trademark Agreement with respect to all Secured

Obligations as further set forth therein, and will be bound by all terms, conditions, and duties applicable to a Grantor under the Trademark Agreement.

(2) The effective date of this Joinder is _____, _____.

"Joining Party"

a _____

By: _____

Title: _____

ACKNOWLEDGED:

UNION BANK OF CALIFORNIA, N.A.,
as Administrative Agent for the Lenders

By: _____

Title: _____

SCHEDULE 2

Existing Litigation or Disputes

None, except as otherwise disclosed in Schedule 4.10 to the Loan Agreement.

SCHEDULE 1

Existing and Pending Trademarks

Grantor: Stravina Operating Company, LLC

<u>Trademark</u>	<u>Trademark Number</u>	<u>Date Issued</u>
ZANY NAMZ & Design	2,377,577	8/15/00
ZANY NAMZ	2,422,761	1/23/01
ARTISTIC IMPRESSIONS	2,561,510	4/16/02
<u>Trademark</u>	<u>Application Number</u>	<u>Date Filed</u>
MIRRORED REFLECTIONS	75/935,711	3/3/00
MIRRORED REFLECTIONS	76/195,071	1/17/01
JESSICA & DESIGN	76/158,474	11/1/00
JESSICA & DESIGN	76/158,468	11/1/00
CONFETTI NAMZ	76/144,976	10/12/00
Stick N' Stamp	76/304,184	8/24/01

Grantor: Stravina International Holding Company

None.

Grantor: Impulse! U.L.C.

<u>Trademark</u>	<u>Application Number^{2/}</u>	<u>File Date</u>
MIRRORED REFLECTIONS	1054271	4/7/00
Stick N' Stamp Design	1113693	8/23/01

^{2/} Intellectual Property Office of Canada