

08-31-2005



103071521

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

NSI INTERNATIONAL, INC.

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

Citizenship (see guidelines) Delaware

Execution Date(s) 08/15/2005

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Yes

No

Name: GMAC Commercial Finance LLC, as Agent

Internal Address: _____

Street Address: 1290 Avenue of the Americas

City: New York

State: New York

Country: USA

Zip: 10104

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC
- Citizenship Delaware

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) SEE EXHIBIT A ANNEXED HERETO

B. Trademark Registration No.(s) SEE EXHIBIT A ANNEXED HERETO

75443005

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

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

Name: Helen M. Linehan

Internal Address: Otterbourg, Steindler, Houston & Rosen, P.C.

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-661-9100 X 709

Fax Number: 917-368-7111

Email Address: hlinehan@oshr.com

6. Total number of applications and registrations involved:

59

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,490.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature:

Helen M. Linehan
Signature

8/30/05
Date

08/31/2005 00000067 78443005

01 FC:0521
02 FC:0521

Helen M. Linehan
Person Signing

Total number of pages including cover sheet, attachments, and document. 15

Documents recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT A
TO
RECORDATION FORM COVER SHEET
(TRADEMARKS ONLY)

<u>TRADEMARK APPLICATION NOS.</u>	<u>TRADEMARK REGISTRATION NOS.</u>	<u>TRADEMARK REGISTRATION NOS.</u>
78/443005	2,409,432	2,846,016
76/415836	2,503,177	2,757,222
233786	2,388,464	2,735,375
78/327965	2,267,871	2,861,654
78/332425	2,782,648	2,820,498
78/307429	2,541,730	1,162,885
78/332348	2,390,302	1,582,385
78/341352	2,541,158	2,131,382
78/304290	2,390,435	2,213,276
78/327952	2,436,498	2,277,722
78/307442	2,345,988	2,376,258
76/333449	1,552,079	2,687,299
78/488528	2,442,896	2,737,800
78/334334	2,398,500	2,867,468
78/349189	2,457,971	2,872,599
78/488481	1,899,828	2,743,729
78/567501	1,973,497	2,153,528
	2,355,694	2,879,999
	2,053,676	2,400,794
	2,488,958	
	2,419,744	
	2,388,574	
	2,747,947	

586839.1

**TRADEMARK
REEL: 003213 FRAME: 0079**

**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

This Trademark Collateral Assignment and Security Agreement (“Agreement”) dated as of August 15, 2005, by NSI INTERNATIONAL, INC., a Delaware corporation (“Debtor”), with its chief executive office at 105 Price Parkway, Farmingdale, NY 11735, and GMAC COMMERCIAL FINANCE LLC, a Delaware limited liability company, having an office at 1290 Avenue of the Americas, New York, New York 10104, as agent (the “Agent”) for the lenders (collectively, the “Lenders”), parties to the Loan Agreement referred to below.

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A hereto and made a part hereof; and

WHEREAS, Agent (herein, the “Secured Party”) and Lenders have entered or are about to enter into certain financing arrangements with Debtor and Powerview Investment Limited, pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “Loan Agreement”) pursuant to which Secured Party and Lenders may make loans and advances and provide other financial accommodations to Debtor, and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, and the “Other Documents” as defined in the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the “Financing Agreements”); and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party, for itself and the ratable benefit of Lenders, certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party, for itself and the ratable benefit of Lenders, a continuing security interest in and a general lien upon, and hereby

collaterally assigns to Secured Party, for itself and the ratable benefit of Lenders: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, tradestyles and service marks; all prints and labels on which said trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all of Debtor's designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, service marks, terms, designs and applications described in Schedule A hereto (the "Trademarks"); (b) the goodwill of the Debtor's business symbolized by each of the Trademarks, including, without limitation, all of Debtor's 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, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party, for itself and the ratable benefit of Lenders, pursuant to this Agreement shall secure the payment in full of any and all loans, indebtedness, liabilities, obligations, covenants and duties of Debtor to Lenders and/or Secured Party, of every kind, nature and description arising under or relating to this Agreement, the Loan Agreement, the other Financing Agreements, or transactions hereunder or under any of the foregoing, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether now existing or hereafter arising, whether after the commencement of any case with respect to Debtor or any guarantor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, original, renewed or extended and whether arising directly or acquired from others, and including, without limitation, each Lender's and Secured Party's charges, commissions, interest, expenses, costs and attorneys' fees chargeable to Debtor or any guarantor under this Agreement, the Loan Agreement, or the other Financing Agreements (all hereinafter referred to as "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents and warrants to and covenants with Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor will pay and perform all of the Obligations according to their terms.

SCHEDULE B - LICENSES

<u>Licensor</u>	<u>Contract Date</u>	<u>Licensed Property</u>
Blair Brickman	20-Mar-01	Bedazzler trademark and stud fastener devices, hobby and craft kits including stud fastener devices, stud fastener device accessories and related products
Binney & Smith	1-Jul-02	The Silly Putty trademark and the designs, copyrights, characters and names used in connection with the Silly Putty trademark The Crayola trademark, serpentine design trademark, chevron design trademark, Crayola trade-dress and proprietary characters and Crayola color names
BuyProduct, Inc.	1-Jan-03	Toy activity and craft sets for creating and applying tattoos and the trademark Tattoo Graphix
Silver House Holding Services, NV.	8/30/2003	Non-exclusive rights to the EEC trademark Chupa Chups
Commodore International B.V.	1-Sep-04	The Commodore and "Chicken Head" trademarks
Coup de Foudre LLC	1-Dec-99	Exclusive right to the trademark Twist 'N' Curl and an invention relating to a method for twisting and curling wire in the making of beads and for jewelry as disclosed and claimed in US Patent No. 5,966,811
Duncan Toy Company a division of Flambeau Products Corporation	1/10/2002	Non-exclusive license to use the copyrights now or hereafter existing and owned by Licensor relating to the Duncan Yo-Yo brand, the Duncan Yo-Yo Logo's and the listed Duncan Yo-Yo trademarks
General Motors Corporation	2-Dec-04	Cadillac, Cadillac Emblems, Escalade, Escalade Ext, Chevrolet, Chevrolet Bowtie Emblems, Bel Air and '57 Chevy, Blazer and Blazer Extreme, Camaro
Hasbro, Inc. and Hasbro International, Inc.	22-Sep-01	Battleship - non-exclusive
Haggerty Enterprises, Inc.	5-Oct-01	Non-exclusive right to use the trademarks, Lava and Lava Life
James Industries, Inc. k/n/a Poof Slinky, Inc.	1-Jul-01	Non-exclusive right to use the trademarks Slinky and Slinky Pets
Magnetic Poetry, Inc.	15-May-02	Magnetic Poetry trademark
Pez Candy Inc.	1-Sep-02	Non-exclusive - Trademarks - PEZ Candy, PEZ candy dispensers, non-licensed dispensers
Smithsonian Institution	13-May-97	Right to use the name "Smithsonian Institution" and "Smithsonian". Exclusive for experiment kits that outline and demonstrate scientific principles
The Topps Company, Inc.	1-Oct-02	Non-exclusive right to use the trademarks Bazooka, Baby Bottle Pop, Push Pop and Ring Pop and Big

<u>Licensors</u>	<u>Contract Date</u>	<u>Licensed Property</u>
		Baby Pop
Warner Bros. Consumer Products Inc.	20-Aug-03	Characters as they appear in the animated TV series entitled Scooby-Doo (Scooby-Doo, Fred Jones, Daphne Blake, Velma Dinkly, Shaggy Rogerts
DC Comics, c/o Warner Bros. Consumer Products Inc.	29-Aug-03	Characters as they appear in the animated TV series entitled Justice League (Superman, Batman, Wonder Woman, Martian Manhunter, The Flash, Green
MTV Networks	Pending	Nickelodeon's "The Fairly Odd Parents", Dora and Spongebob Squarepants
Razor & Tie Direct LLC	19-May-04	Trademarks - Kidz Bop, Kidz Bop Kids and "sung by kids for kids"

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full, and clear title thereto, and the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting and registered service marks or registered trademarks, as the case may be, including, without limitation, the filing of any renewal affidavits and applications, except where the failure to do so would not have a Material Adverse Effect (as defined in the Loan Agreement). The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests, or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except as permitted herein, in the other Financing Agreements, or otherwise dispose of any of the Collateral and except with respect to non-exclusive licenses granted to Affiliates (as defined in the Loan Agreement) of Debtor in the ordinary course of its business, in each case without the prior written consent of Secured Party which consent shall not be unreasonably withheld. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this or any other similar security agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedule A annexed hereto and has not granted any licenses with respect thereto other than as set forth in Schedule B hereto.

(f) Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit I annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as reasonably requested by

Secured Party to preserve, defend, protect, maintain, record, amend or enforce the 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. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the highest then applicable rate set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Upon filling any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein, or any other country, Debtor shall promptly inform Secured Party of such action. If, after the date hereof, Debtor shall (i) obtain any Trademark, file any Trademark application in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other county, or (ii) become the owner of any Trademark used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon request of Secured Party, Debtor 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 security interests of Secured Party, for itself and the ratable benefit of Lenders, in such Trademark.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided or avoidable, except where such abandonment, invalidation, unenforceability or avoidance would not have a Material Adverse Effect (as defined in the Loan Agreement). Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording relating to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor will render any assistance reasonably necessary to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) Debtor will promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design reasonably likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in its discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from its use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and each Lender harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees) brought against or incurred by Lenders or Secured Party arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labelling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive payment of the Obligations, termination of this Agreement and termination or non-renewal of the Loan Agreement.

(m) Debtor will promptly pay Secured Party for any and all costs and reasonable expenditures incurred by Secured Party, pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees. Such costs and reasonable expenditures shall be payable on demand, together with interest at the then highest applicable rate set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any one or more defaults or events of default under this Agreement, the Loan Agreement, or any other Financing Agreement to which Debtor is a party (each, an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under law, this Agreement, the Loan Agreement, the other Financing Agreements, or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor, except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may make use of any Trademarks on a royalty-free basis for the sale of goods, completion of work in process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary of Debtor.

(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 discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any 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 if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) business days notice in the manner set forth in Section 6(b) hereof shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party and/or any Lender shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to Section 5(c) hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, 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. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, legal expenses and reasonable attorneys' fees and legal expenses.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral to the costs and expenses thereof, including, without limitation, 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 Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at a rate equal to the highest rate then payable on the Obligations.

(f) Debtor shall supply to Secured Party or its designee, Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) 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, this Agreement, the Loan Agreement, the other Financing Agreements, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. MISCELLANEOUS

(a) Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms, and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party or 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 Debtor, specifying such waiver.

(b) Any notice or other communication required or permitted pursuant to this Agreement shall be deemed given (i) when personally delivered to any officer of the party to whom it is addressed, (ii) on the earlier of actual receipt thereof or five (5) days following posting thereof by certified or registered mail, postage prepaid, return receipt requested, or (iii) upon actual receipt thereof when sent by a recognized overnight delivery service or (iv) upon actual receipt thereof when sent by telecopier to the number set forth below with telephone communication confirming receipt and subsequently confirmed by registered or certified mail, return receipt requested, or by recognized overnight delivery service to the address set forth below, in each case addressed to each party at its address set forth below or at such other address as has been furnished in writing by a party to the other by like notice:

(A) If to Secured Party GMAC COMMERCIAL FINANCE LLC, as Agent
1290 Avenue of the Americas
New York, New York 10104
Attention: General Counsel-Structured Finance
Telephone: 212-884-7000
Telecopier: 212 884-7327

(B) If to Debtor at: NSI INTERNATIONAL, INC.
105Price Parkway
Farmingdale, New York 11735
Attention: Tom Pawluk, President
Telephone No.: (631) 501-7550
Telecopy No.: (631) 249-5561

(c) In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

(d) All references to Debtor, Lenders, and Secured Party herein shall include their respective successors and assigns permitted under the Loan Agreement. All references to the term "person" or "Person" herein shall mean any individual, sole proprietorship, limited partnership, general partnership, corporation (including a business trust), limited liability company, limited liability partnership, unincorporated association, joint stock corporation, trust, joint venture, association, organization or other entity or government or any agency or instrumentality or political subdivision thereof.

(e) This Agreement shall be binding upon Debtor and its successors and assigns, and shall be to the benefit of the Secured Party and Lenders and their respective successors and assigns permitted under the Loan Agreement. No provision

hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York. Any judicial proceeding brought by or against Debtor with respect to any of the Obligations, this Agreement or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Agreement, Debtor accepts for itself and in connection with the Collateral, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Debtor at its address set forth in Section 6(b), and service so made shall be deemed completed ten (10) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Secured Party or any Lender to bring proceedings against Debtor in the courts of any other jurisdiction. Debtor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Any judicial proceeding by Debtor against Secured Party or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the City of New York, State of New York.

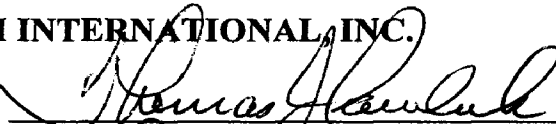
(g) This Agreement and the documents executed concurrently herewith contain the entire understanding between Debtor and Secured Party and supersede all prior agreements and understandings, if any, relating to the subject matter hereof. Any promises, representations, warranties or guarantees not herein contained (or contained in the Loan Agreement or the Financing Agreements) and hereinafter made shall have no force and effect unless in writing, signed by Debtor's and Secured Party's respective officers. Neither this Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged. Each Debtor acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

(h) EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT,

DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE, AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

NSI INTERNATIONAL INC.

By: 

Title: PRESIDENT

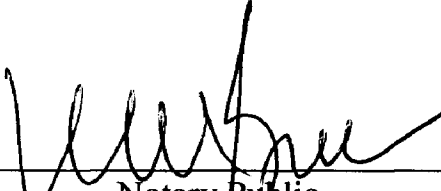
GMAC COMMERCIAL FINANCE LLC,
as Agent

By: 

Title: Director

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)


On this 15th day of August, 2005, before me personally came Thomas J. Pawluk, to me known, who being duly sworn, did depose and say, that he is the President of NSI INTERNATIONAL, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Notary Public
MITCHELL M. BRAND
Notary Public, State of New York
No. 4832584
Qualified in Westchester County
Commission Expires March 30, 2007

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 15th day of August, 2005, before me personally came Frank DiCeglie, to me known, who, being duly sworn, did depose and say, that he is a Director of GMAC COMMERCIAL FINANCE LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto with the consent of the members thereof.



Notary Public
MITCHELL M. BRAND
Notary Public, State of New York
No. 4832584
Qualified in Westchester County
Commission Expires March 30, 2007

SCHEDULE A

LIST OF TRADEMARKS AND APPLICATIONS

Schedule A

Date Printed: 6/28/2005
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<u>Title / Mark</u>	<u>Client-Matter No.</u>	<u>Ccode</u>	<u>Country</u>	<u>Attorney(s)</u>	<u>Serial Number</u> <u>Filing Date</u>	<u>Pat./Reg. Number</u> <u>Issue/Reg. Date</u>	<u>Client Organization</u> <u>Their Reference</u>	<u>Status</u> <u>File Location</u>
SUPERELASTICBUBBLEPLASTIC 0279-324T		US TM/SM	United States	JAB	78/443005 6/29/2004		Natural Science Industries, Ltd.	Pending-serial no assigned SCGB
ASTRO LAB 0279-148T		US TM/SM	United States	JAB	75/660,768 3/15/1999	2,409,432 11/28/2000	Natural Science Industries, Ltd.	Registered SCGB
ASTRO MAGNETS 0279-194T		US TM/SM	United States	JAB	76/092,426 7/19/2000	2,503,177 10/30/2001	Natural Science Industries, Ltd.	Registered Entire file in storage
BEAD PETS 0279-115T		US TM/SM	United States	JAB	75/557,217 9/23/1998	2,388,484 9/19/2000	Natural Science Industries, Ltd.	Registered SCGB
CRAZY FOAM 0279-222TCA		For. Trademrk	Canada	JAB	1121361 11/09/2001	TMA598,442 12/31/2003	Natural Science Industries, Ltd.	Registered SCGB
CREATE A COLOR NAIL SALON 0279-088T		US TM/SM	United States	JAB	369,242 10/07/1997	2,267,871 8/03/1999	Natural Science Industries, Ltd.	Registered SCGB

Matter List

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DRESS-UP DIVAS 0279-238T	US TM/SM United States	JAB	76327087 10/18/2001	2782648 11/11/2003	Natural Science Industries, Ltd.	Registered SCGB
EDUTRONICS 0279-197T	US TM/SM United States	JAB	76/116,609 8/25/2000	2,541,730 2/19/2002	Natural Science Industries, Ltd.	Registered Entire file in storage
FRIENDSHAPES 0279-109T	US TM/SM United States	JAB	75494971 6/01/1998	2390302 9/26/2000	Natural Science Industries, Ltd.	Registered SCGB
FRIENDSHIP FASHIONS 0279-154T	US TM/SM United States	JAB	75/772,866 8/10/1999	2,541,158 2/19/2002	Natural Science Industries, Ltd.	Registered SCGB
GLAM 2 GO 0279-142T	US TM/SM United States	JAB	75/627,908 1/26/1999	2,390,435 9/26/2000	Natural Science Industries, Ltd.	Registered SCGB
GLITTER GLASS 0279-155T	US TM/SM United States	JAB	75/783,303 8/24/1999	2,436,498 3/20/2001	Natural Science Industries, Ltd.	Registered SCGB

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IMAGINE NATION 0279-094T	US TM/SM	United States	JAB	405,747 12/15/1997	2,345,988 4/25/2000	Natural Science Industries, Ltd.	Registered SCGB
IMAGINE NATION 0279-094TDE	For. Trademrk	Germany	JAB	39825046.4/2 5/06/1998	398 25 046 11/02/1998	Natural Science Industries, Ltd.	Registered SCGB
IMAGINE NATION 0279-094TGB	For. Trademrk	United Kingdom	JAB	2,168,865 6/06/1998	2168865 6/06/1998	Natural Science Industries, Ltd.	Registered SCGB
LIBRARY OF SCIENCE 0279-005T	US TM/SM	United States	MAG	741,651 7/22/1988	1,552,079 8/15/1989	Natural Science Industries, Ltd.	Registered Entire file in storage
LUCKY CHARMS 0279-258T	US TM/SM	United States	JAB	76415836 6/04/2002		Natural Science Industries, Ltd.	Pending-serial no assigned SCGB
MAGIC WATER PAINTINGS 0279-043T	US TM/SM	United States	JAB	75/026,315 12/01/1995	2,442,896 4/10/2001	Natural Science Industries, Ltd.	Registered Entire file in storage

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MICROCHEM 0279-014TGB	For Trademrk United Kingdom	JAB	1,457,633 3/06/1991	B1,457,633 3/06/1991	Natural Science Industries, Ltd.	Registered Entire file in storage
MOTORWORKS 0279-117T	US TM/SM United States	JAB	75/558,556 9/24/1998	2,398,500 10/24/2000	Natural Science Industries, Ltd.	Registered SCGB
OUTBACK WILDLIFE 0279-134T	US TM/SM United States	JAB	75/605,754 12/15/1998	2,457,971 6/05/2001	Natural Science Industries, Ltd.	Registered SCGB
PAINT, RATTLE & ROLL 0279-027T	US TM/SM United States	JAB	438,356 9/21/1993	1,899,828 6/13/1995	Natural Science Industries, Ltd.	Registered Entire file in storage
PRETTY PENDANTS 0279-034T	US TM/SM United States	JAB	74/600,646 11/18/1994	1,973,497 5/07/1996	Natural Science Industries, Ltd.	Registered SCGB
PRETTY PETALS FLOWER MAKER 0279-085T	US TM/SM United States	JAB	350,516 9/02/1997	2,355,694 6/06/2000	Natural Science Industries, Ltd.	Registered SCGB

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ROCK & GEM DIG 0279-071T	US TM/SM United States	JAB	233,786 1/30/1997	12/15/1998	Natural Science Industries, Ltd.	Registered SCGB
SCRATCH'N'DRAW 0279-045T	US TM/SM United States	JAB	056,348 2/12/1996	2,053,676 4/15/1997	Natural Science Industries, Ltd.	Registered Entire file in storage
SKELETRONIX 0279-177T	US TM/SM United States	JAB	75/832,541 10/26/1999	2,488,958 9/11/2001	Natural Science Industries, Ltd.	Registered SCGB
SNACK 'N' SWIRL 0279-122T	US TM/SM United States	JAB	75/557,220 9/23/1998	2,419,744 1/09/2001	Natural Science Industries, Ltd.	Registered Entire file in storage
THE BUTTERFLY COMPANY 0279-131T	US TM/SM United States	JAB	75597644 12/01/1998	2388574 9/19/2000	Natural Science Industries, Ltd.	Registered SCGB
THE SPINCREDIBLE SPIN DAZZLER 0279-300T	US TM/SM United States	JAB	78/327965 11/14/2003		Natural Science Industries, Ltd.	Pending-serial no assigned SCGB

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SHARK LAB 0279-147T	US TM/SM United States	JAB	75656470 3/09/1999	2376258 8/08/2000	Natural Science Industries, Ltd.	Registered SCGB
CRAZY FOAM 0279-222T	US TM/SM United States	JAB	76/255,297 5/10/2001	2687299 2/11/2003	Natural Science Industries, Ltd.	Registered SCGB
INK BIG 0279-212T	US TM/SM United States	JAB	76/195,669 1/18/2001	2,737,800 7/15/2003	Natural Science Industries, Ltd.	Registered SCGB
BOBBLE HEAD PETS 0279-266T	US TM/SM United States	JAB	76453770 9/30/2002	2867468 7/27/2004	Natural Science Industries, Ltd.	Registered SCGB
CANDY GIRLS 0279-261T	US TM/SM United States	JAB	78147075 7/24/2002	2872599 8/10/2004	Natural Science Industries, Ltd.	Registered SCGB
WIRE WRITER 0279-230T	US TM/SM United States	JAB	76/377,677 6/28/2001	2743729 7/29/2003	Natural Science Industries, Ltd.	Registered SCGB

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ROLLING STONES						
0279-064T	US TM/SM United States	JAB	75215553 12/19/1996	2153528 4/28/1998	Natural Science Industries, Ltd.	Registered SCGB
SHAKER MAKER						
0279-256T	US TM/SM United States	JAB	76403096 5/02/2002	2879999 8/31/2004	Natural Science Industries, Ltd.	Registered SCGB
WILD WIRE						
0279-130T	US TM/SM United States	JAB	751590189 11/17/1998	2,400,794 10/31/2000	Natural Science Industries, Ltd.	Registered Entire file in storage

SCHEDULE B - LICENSES

<u>Licensor</u>	<u>Contract Date</u>	<u>Licensed Property</u>
Blair Brickman	20-Mar-01	Bedazzler trademark and stud fastener devices, hobby and craft kits including stud fastener devices, stud fastener device accessories and related products
Binney & Smith	1-Jul-02	The Silly Putty trademark and the designs, copyrights, characters and names used in connection with the Silly Putty trademark The Crayola trademark, serpentine design trademark, chevron design trademark, Crayola trade-dress and proprietary characters and Crayola color names
BuyProduct, Inc.	1-Jan-03	Toy activity and craft sets for creating and applying tattoos and the trademark Tattoo Graphix
Silver House Holding Services, NV.	8/30/2003	Non-exclusive rights to the EEC trademark Chupa Chups
Commodore International B.V.	1-Sep-04	The Commodore and "Chicken Head" trademarks
Coup de Foudre LLC	1-Dec-99	Exclusive right to the trademark Twist 'N' Curl and an invention relating to a method for twisting and curling wire in the making of beads and for jewelry as disclosed and claimed in US Patent No. 5,966,811
Duncan Toy Company a division of Flambeau Products Corporation	1/10/2002	Non-exclusive license to use the copyrights now or hereafter existing and owned by Licensor relating to the Duncan Yo-Yo brand, the Duncan Yo-Yo Logo's and the listed Duncan Yo-Yo trademarks
General Motors Corporation	2-Dec-04	Cadillac, Cadillac Emblems, Escalade, Escalade Ext, Chevrolet, Chevrolet Bowtie Emblems, Bel Air and '57 Chevy, Blazer and Blazer Extreme, Camaro
Hasbro, Inc. and Hasbro International, Inc.	22-Sep-01	Battleship - non-exclusive
Haggerty Enterprises, Inc.	5-Oct-01	Non-exclusive right to use the trademarks, Lava and Lava Life
James Industries, Inc. k/n/a Poof Slinky, Inc.	1-Jul-01	Non-exclusive right to use the trademarks Slinky and Slinky Pets
Magnetic Poetry, Inc.	15-May-02	Magnetic Poetry trademark
Pez Candy Inc.	1-Sep-02	Non-exclusive - Trademarks - PEZ Candy, PEZ candy dispensers, non-licensed dispensers
Smithsonian Institution	13-May-97	Right to use the name "Smithsonian Institution" and "Smithsonian". Exclusive for experiment kits that outline and demonstrate scientific principles
The Topps Company, Inc.	1-Oct-02	Non-exclusive right to use the trademarks Bazooka, Baby Bottle Pop, Push Pop and Ring Pop and Big

<u>Licensors</u>	<u>Contract Date</u>	<u>Licensed Property</u>
		Baby Pop
Warner Bros. Consumer Products Inc.	20-Aug-03	Characters as they appear in the animated TV series entitled Scooby-Doo (Scooby-Doo, Fred Jones, Daphne Blake, Velma Dinkly, Shaggy Rogerts
DC Comics, c/o Warner Bros. Consumer Products Inc.	29-Aug-03	Characters as they appear in the animated TV series entitled Justice League (Superman, Batman, Wonder Woman, Martian Manhunter, The Flash, Green
MTV Networks	Pending	Nickelodeon's "The Fairly Odd Parents", Dora and Spongebob Squarepants
Razor & Tie Direct LLC	19-May-04	Trademarks - Kidz Bop, Kidz Bop Kids and "sung by kids for kids"

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

As of this ____ day of August, 2005, before me personally came Thomas Pawluk, to me known, who being duly sworn, did depose and say, that he is the President of NSI INTERNATIONAL, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public