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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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To the Honorable Commissioner of Pat

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TRADEMARK RECD AUG 06 1997

1. Name of conveying party(ies): TMP International Inc. d/b/a TMP Toys, TMP Cards, TMP Entertainment, Todd Toys, TMP Apparel, and McFarlane Toys

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

Individual(s) Association General Partnership Limited Partnership Corporation-State Michigan Other Additional name(s) of conveying party(ies) attached? Yes No

Internal Address: Street Address: 611 Woodward Avenue City: Detroit State: MI ZIP 48226

Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Michigan banking corporation

If assigned 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 Collateral Assignment of Proprietary Rights and Security Agreement Execution Date: July 31, 1997

4. Application number(s) or patent number(s): A. Trademark Application No(s) 75/117286 75/117288 75/043980 74/621242 75/117297 75/043979 75/017966 75/124986 75/087448 74/621240 75/166115 75/087447

B. Trademark Registration No.(s) 2,041,122 2,035,709 2,035,707 2,028,873 2,058,368 1,918,145 2,035,708

5. Name and address of party to whom correspondence concerning this document should be mailed Name: Honigman Miller Schwartz and Cohn Internal Address: Gayle Aiken Street Address: 2290 First National Building City: Detroit State: MI ZIP: 48226

6. Total number of applications and registrations involved: 7. Total fee (37 CFR 3.41): \$ 615.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Signature: Gayle Aiken Date: 8/6/97 Name of Person Signing

TRADEMARK REEL: 1623 FRAME: 0537

**COLLATERAL ASSIGNMENT OF
PROPRIETARY RIGHTS AND SECURITY AGREEMENT**

THIS COLLATERAL ASSIGNMENT OF PROPRIETARY RIGHTS AND SECURITY AGREEMENT ("Agreement"), dated as of July 31, 1997, is made by TMP International, Inc., d/b/a TMP Toys, TMP Cards, TMP Entertainment, Todd Toys, TMP Apparel, and McFarlane Toys, a Michigan corporation ("Assignor" or "TMP"), in favor of NBD Bank, a Michigan banking corporation ("NBD" or "Lender").

Recitals:

A. Assignor and Lender are parties to a Secured Credit Agreement (Accounts Receivable and Inventory) dated September 14, 1994, as amended by a First Amendment to Secured Credit Agreement dated August 30, 1995, letter agreements dated February 14, 1996 and January 15, 1997, and by a Second Amendment to Secured Credit Agreement (the "Second Amendment") dated on or about the same date as this Agreement (as amended, the "Loan Agreement"). In addition to the Loan Agreement, Lender and Assignor are parties to various other loan and security documents more particularly described in or executed in connection with the Loan Agreement (including various supplements to the Loan Agreement [including an Equipment and Fixtures Security Agreement]). For convenience, all loan and security documents referred to in the immediately preceding sentence, together with the Loan Agreement and all other agreements that may hereafter be entered into between Lender and Assignor, as may be amended or restated from time to time, are referred to collectively as the "Loan Documents" and individually as a "Loan Document".

B. It is a condition to the Second Amendment that Assignor executes and delivers this Agreement.

NOW THEREFORE, in consideration of the premises and to induce Lender to make extensions of credit to Assignor under the Loan Agreement and to enter into the Second Amendment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor agrees with Lender as follows:

1. Defined Terms. In addition to those terms defined elsewhere in this Agreement, terms defined in the Loan Agreement shall have their defined meanings when used herein (unless otherwise defined herein) and the following terms shall have the following meanings, unless the context otherwise requires:

"Collateral" means all of the Trademarks, Copyrights, Patents, and Intellectual Property Rights, whether now existing or hereafter created or acquired (including, without limitation, such of the foregoing as are listed on Schedule A attached hereto and made a part hereof).

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"Copyrights" means all United States copyrights, registered or unregistered, in and to all copyrightable works now owned or hereafter acquired by Assignor, including all registrations and applications therefor and all licenses thereof and (a) any renewals or extensions of the registrations therefor that may be secured under the laws now or hereafter in effect in the United States, (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue and recover for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world.

"Event of Default" means an Event of Default or a default as defined in the Loan Agreement.

"Intellectual Property Rights" means all intellectual property rights of every nature and kind other than Trademarks, Copyrights and Patents, now owned or hereafter acquired by Assignor, including, without limitation, industrial designs, rights under license agreements (whether as licensor or licensee), rights under distribution and joint venture agreements, trade secrets, know-how and confidential business information, computer software, data and documentation (including electronic media) and licenses thereof, and (a) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (b) the right to sue and recover for past, present and future infringements thereof, and (c) all rights corresponding thereto throughout the world.

"Patents" means all United States patents and patent applications, now owned or hereafter acquired by Assignor, including, without limitation, the inventions and improvements described and claimed therein, all licenses thereof and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue and recover for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world.

"Trademarks" means all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, trademark registrations and applications for registration owned by Assignor and all licenses thereof, together with the goodwill of the business connected with the use of, and symbolized by, the foregoing, and (a) the registration renewals thereof, (b) all income, royalties, damages and payments

now and hereafter due or payable under and with respect thereto including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue and recover for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world.

2. Collateral Assignment of Security Interest in Trademarks, Copyrights and Patents and Intellectual Property Rights. To secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all Assignor's present and future obligations of every kind to Lender, including those described in the Loan Agreement and the other Loan Documents (collectively, the "Obligations"), Assignor hereby grants to Lender and its assignees a continuing security interest in the Collateral, and assigns, transfers and conveys to Lender all right, title and interest, in the United States and throughout the world, in, to and under the Collateral.

3. Continuing Liability. Assignor hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under each license, interest and obligation assigned to Lender hereunder to observe and perform all the conditions and obligations to be observed and performed by Assignor thereunder, all in accordance with and pursuant to the terms and provisions thereof. Lender shall have no obligation or liability under any such license, interest or obligation by reason of or arising out of this Agreement or the assignment thereof to Lender or the receipt by Lender of any payment relating to any such license, interest or obligation pursuant hereto, nor shall Lender be required or obligated in any manner to perform or fulfill any of the obligations of Assignor thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by any of them or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance of the payment of any amounts which may have been assigned to Assignor or to which Assignor may be entitled at any time or times.

4. Representations and Warranties. Assignor hereby represents and warrants to Lender:

(a) All of Assignor's Copyrights, Patents, Trademarks, and Intellectual Property Rights (whether or not registered) are listed on Schedule A hereto, as updated from time to time.

(b) Assignor owns free and clear of all liens, all right, title and interest in, or has full right and authority to use, all Collateral (including the Collateral described on Schedule A) necessary or desirable for the conduct of its business as currently conducted, as previously conducted or as currently proposed to be conducted.

5. Updated Information and Filings. Assignor agrees that it will deliver to Lender an updated Schedule A to this Agreement on at least a quarterly basis, and more often if requested by Lender. Assignor also agrees that it will take such actions as requested by Lender to allow Lender to record and perfect its lien on Assignor's Copyrights, Patents, Trademarks and Intellectual Property Rights, including without limitation, filing and registering its rights with appropriate governmental entities.

6. Restrictions on Future Agreements. Assignor agrees that until all of the Obligations have been paid in full and the Loan Agreement has been terminated, it will not, without Lender's prior written consent, enter into any agreement which is inconsistent with Assignor's obligations under this Agreement or which is prohibited by the Loan Agreement.

7. Effect of Collateral Assignment and Remedies. (a) If an Event of Default has occurred and is continuing, Lender may exercise, in addition to all other rights and remedies granted to it in this Agreement, the Loan Agreement and any other Loan Document, all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. Without limiting the generality of the foregoing, Assignor expressly agrees that in any such event Lender may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, or may forthwith sell, lease, assign or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more public or private sale or sales, at any exchange, broker's board or at any of Lender's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, and Lender shall apply the net proceeds (after expenses) of any such sale, lease, assignment or other disposition against the Obligations in such order as Lender in its sole discretion shall determine, Assignor remaining liable for any deficiency thereon. Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Assignor, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, Assignor waives all claims, damages and demands against Lender arising out of the repossession, retention or sale of the Collateral. Assignor agrees that Lender need not give more than ten days' notice of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matter.

(b) During the continuance of an Event of Default, Assignor hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in Lender's sole discretion, as Assignor's true and lawful attorney-in-fact, with power: (i) to endorse Assignor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of Collateral; (ii) to notify any licensee of Assignor that such licensee should make future payments under the license directly to Lender; (iii) to take any other actions with respect to the Collateral as Lender deem in its best interest; and (iv) to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any person, corporation, limited liability company, business association, partnership, trust, or other legal entity

(collectively, "Person"). Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue of this Agreement. This power of attorney shall be irrevocable until all of the Obligations have been paid in full and all of the Loan Documents have been terminated in writing. Assignor agrees that, in addition to all other rights and remedies granted to Lender in this Agreement, the Loan Agreement and any other Loan Document, Lender shall be entitled to specific performance and injunctive and other equitable relief, and Assignor further agrees to waive any requirement for the securing or posting of any bond or other security in connection with the obtaining of any such specific performance and injunctive or other equitable relief.

8. Indemnification. Assignor shall indemnify and hold harmless Lender from and against any and all losses, claims, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees and expenses) sustained, suffered or incurred by Lender arising out of, with respect to, or resulting from any commercially reasonable exercise by Lender of its rights under this Agreement, including without limitation, after a default by Assignor, the exercise by Lender of its rights to sell, lease, assign, give option or options to purchase, or sell and otherwise dispose of the Collateral. In any suit, proceeding or action brought by Lender to enforce its rights in the Collateral, Assignor will save, indemnify and hold Lender harmless from and against all expenses, loss or damage suffered by reason of any defense, set-off, counterclaim, recoupment or reduction or liability whatsoever of any third party, arising out of a breach by Assignor of any obligation or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such third party or its successors from Assignor; provided that Assignor shall have no obligation under this Section 8 to indemnify any Person under this Agreement for liabilities arising from the willful misconduct of such Person.

9. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

10. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11. Section Headings, etc. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof. All references to Sections, Schedules and Exhibits are to Sections, Schedules and Exhibits in or to this Agreement unless otherwise specified.

12. No Waiver: Cumulative Remedies. Lender shall not by any act (except a written instrument pursuant to Section 13 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of the terms and conditions hereof. A waiver by Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy

which Lender would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of Lender any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by the Loan Agreement, any other Loan Document or applicable law.

13 Waivers and Amendments: Successors and Assigns: Governing Law. None of the terms or provisions of this Agreement may be waived, altered, modified or amended except by a written instrument, duly executed by Assignor and Lender. This Agreement and all obligations of Assignor hereunder shall be binding upon the successors and assigns of Assignor, and shall, together with the rights and remedies of Lender hereunder, inure to the benefit of Lender and its successors and assigns, provided that Assignor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of Lender. **THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAWS OF CONFLICT) OF THE STATE OF MICHIGAN.**

14. Notices, Etc. Any demand, notice or communication to be made or given hereunder shall be in writing and shall be given in accordance with the Loan Agreement.


15. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

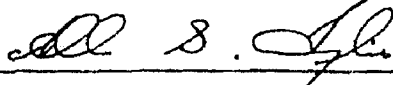
16. Waiver of Jury Trial. **THE PARTIES HERETO ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THIS RIGHT MAY BE WAIVED. LENDER AND THE ASSIGNOR EACH HEREBY KNOWINGLY, VOLUNTARILY AND WITHOUT COERCION, WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL DISPUTES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR ANY OTHER AGREEMENTS BETWEEN THE PARTIES. NO PARTY SHALL BE DEEMED TO HAVE RELINQUISHED THE BENEFIT OF THIS WAIVER OF JURY TRIAL UNLESS SUCH RELINQUISHMENT IS IN A WRITTEN INSTRUMENT SIGNED BY THE PARTY TO WHICH SUCH RELINQUISHMENT WILL BE CHARGED.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

NBD BANK

TMP INTERNATIONAL, INC.,
d/b/a TMP Toys, TMP Cards, TMP
Entertainment, Todd Toys, TMP
Apparel, and McFarlane Toys, a
Michigan Corporation

By: 
Name: JOHN E WALCIEWICZ
Title: LOAN OFFICER

By: 
Name: ALLAN S. INSULIS
Title: V. P. FINANCE

SCHEDULE A

**List of Trademarks
Copyrights, Patents
and Intellectual Property**

See Attached

LICENSE AGREEMENTS

- 1 License Agreement dated June 10, 1995 between Sam Kieth and TMP International, Inc.
2. Royalty Agreement dated December 5, 1996 between Erik Larsen and TMP International, Inc.
3. License Agreement dated November 6, 1995 between Shadowline, Ink. and TMP International, Inc.
4. License Agreement dated January 15, 1995 between Rob Liefeld, Inc. and TMP International, Inc.
5. License Agreement dated January 15, 1995 between Aegis Entertainment, Inc. and TMP International, Inc.
6. Merchandising License Agreement between Kiss Catalog Ltd. and TMP International.
7. License Agreement dated August 15, 1994 between TMP International, Inc., Todd McFarlane Productions, Inc. and TMP-Irwin License Incorporation.
8. Distribution Agreement dated June 1, 1994 between TMP International, Inc. and Irwin Toy Limited.

DET04/112919.2
TBS 7/28/97 1:30pm

TMP INTERNATIONAL
TRADEMARKS

CLASS	GOODS	STATUS	APP/REG #
28	Toys, Action Figures		
28	Toys, Action Figures		75/087448
16	Publications, Comics		75/087447
28	Toys, Action Figures	Registered	2035709
28	Toys, Action Figures		
28	Toys, Action Figures		
28	Toys, Action Figures		
28	Toys, Action Figures		75/117287
28	Toys, Action Figures		
28	Toys, Action Figures		75166115
28	Toys, Action Figures		
28	Toys, Action Figures		75166114
28	Toys, Action Figures		
28	Toys, Action Figures		
28	Toys, Action Figures		75166113
28	Toy		
28	Toy		
28	Toy		
28	Toy		
28	Toy		
28	Toy		
28	Logo	Registered	2028873
28	Logo	Registered	1918145
28	Logo		75/052855
26	Logo		74/600169

Twitch(Sam & Twitch)
Vandalizer

Vertabreaker
Viking Spawn
violator
Violator II
Widowmaker
Zombie Spawn

TOTAL CHAOS

Al Simmons
Dragon Blade
Gore
Hoof
Thorax
Thresher

OTHER TOYS:

Air Cycle
Battle Horse
Chopper
Spawn Alley
Spawn Mobile
Violator Rig

MISC.

McFarlane Toys
TMP Toys
Total Chaos
Ultra Action Figures

*Should be
2038873*

TRADEMARK
REEL: 1623 FRAME: 0548

TRADEMARK
REEL: 003366 FRAME: 0683

TMP INTERNATIONAL
COPYRIGHTS

FORM "VA"

VISUAL ARTS (i.e. sculptures)

TITLE	STATUS	REG./FILE DATE	REG. #
AIR CYCLE	Registered	3/29/96	VA 782-536
AL SIMMONS (MOVIE)			
AL SIMMONS			
ALIEN SPAWN			
ANGELA	Registered	5/4/95	VA 728-543
ATTACK SPAWN (MOVIE)			
BATTLE HORSE	Registered	4/29/96	VA 782-531
BATTLECLAD SPAWN			
BURNT SPAWN (MOVIE)			
CLOWN (MOVIE)			
CLOWN	Registered	12/7/94	VA 697-724
CLOWN II	Registered	12/2/96	VA824-467
COMMANDO SPAWN	Registered	5/4/95	VA 728-571
COSMIC ANGELA	Registered	4/29/96	VA 782-532
CRUTCH			
CURSE	Registered	3/29/96	VA 766-344
CURSE OF THE SPAWN			
CY-GOR			
DRACULA			
DRAGON BLADE			
EXO-SKELETON SPAWN	Registered	8/15/96	VA 808-802
FRANKENSTEIN			
FREAK			
FUTURE SPAWN	Registered	3/29/96	VA 766-346
GATE KEEPER			
GODDESS, THE			
GORE			
GRAVE DIGGER			
HOOF			
HUNCHBACK			
JASON WYNN (MOVIE)			
JESSICA PRIEST (MOVIE)			
MALEBOLGIA (MOVIE)			
MALEBOLGIA	Registered	5/4/95	VA 728-569
MANGA CLOWN			
MANGA CURSE			
MANGA NINJA SPAWN			
MANGA SPAWN			
MANGA VIOLATOR			
MANGLER, THE			
MEDIEVAL SPAWN	Registered	12/7/94	VA 789-597
MUTANT SPAWN			

SCHEDULE A

NINJA SPAWN	Registered	3/29/96	VA 766-347
NO-BODY			
NUCLEAR SPAWN			
NUTNIK			
OVERTKILL	Registered	12/7/94	VA 789-598
OVERTKILL II			
PILOT SPAWN			
REDEEMER	Registered	3/29/96	VA 766-345
RENEGADE			
ROTARR			
SABRE			
SAM (SAM & TWITCH)			
SANSKER			
SCOURGE			
SHE-SPAWN	Registered	12/2/96	VA 829-280
SPAWN (MOVIE)			
SPAWN	Registered	12/7/94	VA 789-596
SPAWN ALLEY	Registered	5/4/95	VA 728-566
SPAWN II	Registered	3/29/96	VA 766-343
SPAWN III			
SPAWNMOBILE	Registered	5/4/95	VA 728-567
THORAX			
THRESHER			
TIFFANY THE AMAZON	Registered	12/2/96	VA 324-460
TIFFANY THE AMAZON			
TREMOR	Registered	12/7/94	VA 789-595
TREMOR II			
TWITCH (SAM & TWITCH)			
VANDALIZER			
VERTEBREAKEY	Registered	3/29/96	VA 782-535
VIKING SPAWN			
VIOLATOR (MOVIE)			
VIOLATOR	Registered	12/7/94	VA 789-599
VIOLATOR CHOPPER	Registered	3/29/96	VA 782-534
VIOLATOR II	Registered	3/29/96	VA 782-533
VIOLATOR MONSTER RIG	Registered	5/4/95	VA 728-568
WEREWOLF			
WIDOWMAKER			
ZOMBIE SPAWN			