

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cranium, Inc.		06/28/2007	CORPORATION: WASHINGTON

RECEIVING PARTY DATA	
Name:	Paradox Syndication LLC, as Administrative Agent
Street Address:	885 Second Avenue, 49th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 95

Property Type	Number	Word Mark
Serial Number:	78069956	ARCADE
Serial Number:	78976106	BALLOON LAGOON
Serial Number:	75542534	BLANKOUT
Serial Number:	77061613	BLOOM
Serial Number:	77017224	BLOOM
Serial Number:	78945219	BUG HUNT
Serial Number:	78976927	BUMPARENA
Serial Number:	78702575	CADOO
Serial Number:	78441796	CADOO
Serial Number:	78066943	CADOO
Serial Number:	75445986	CAMEO
Serial Number:	78130598	CARIBOO
Serial Number:	77026254	CARIBOO
Serial Number:	77002323	CARIBOO

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Serial Number:	75444226	CLOODLE
Serial Number:	75854419	CLUB CRANIUM
Serial Number:	78130589	CONGA
Serial Number:	75444229	COPYCAT
Serial Number:	75854420	
Serial Number:	78769348	CRANIUM
Serial Number:	78976642	CRANIUM
Serial Number:	78941697	CRANIUM
Serial Number:	78776116	CRANIUM
Serial Number:	78975528	CRANIUM
Serial Number:	76124203	CRANIUM
Serial Number:	75982432	CRANIUM
Serial Number:	75437430	CRANIUM
Serial Number:	77061630	CRANIUM BLOOM
Serial Number:	77017222	CRANIUM BLOOM
Serial Number:	77000795	CRANIUM BLOOM
Serial Number:	75681673	CRANIUM BOOSTER BOX
Serial Number:	75982769	CRANIUM CADOO
Serial Number:	75515324	CRANIUM CLAY
Serial Number:	78096036	CRANIUM CONGA
Serial Number:	78054774	CRANIUM COSMO
Serial Number:	78054769	CRANIUM COSMO
Serial Number:	78826387	CRANIUM WONDERWORKS
Serial Number:	76975592	CREATIVE CAT
Serial Number:	75539729	CREATIVE CAT
Serial Number:	78069974	CUBICROSS
Serial Number:	76976159	DATA HEAD
Serial Number:	78975459	DOUBLE MEANIE
Serial Number:	78684097	EVERYONE SHINES
Serial Number:	75444227	FACTOID
Serial Number:	78745889	FUNFOLIO
Serial Number:	78279638	GET-UP
Serial Number:	75444423	GNILLEPS
Serial Number:	78759759	GRAB & GO
Serial Number:	78977421	HOOPLA

Serial Number:	78975534	HULLABALOO
Serial Number:	75444228	HUMDINGER
Serial Number:	75450681	LEXICON
Serial Number:	78945212	LUNCH MUNCH
Serial Number:	78069960	MAD CAP
Serial Number:	78069975	MATCHBATCH
Serial Number:	78975607	MINDREADER
Serial Number:	78975486	MINIMAX
Serial Number:	77008526	NURTURE YOUR CHILD'S NATURAL GENIUS
Serial Number:	77129426	OOPS 'N DAISY
Serial Number:	78976233	OUTRAGEOUS FUN FOR EVERYONE
Serial Number:	78069961	PICTOQUEST
Serial Number:	78945206	PIRATE'S PASSAGE
Serial Number:	78825103	PLANET CRANIUM
Serial Number:	75539569	PLAY WITH YOUR BRAIN
Serial Number:	75444424	POLYGRAPH
Serial Number:	78750770	POP 5
Serial Number:	78069964	PUNCH LIST
Serial Number:	75483666	SCULPTORADES
Serial Number:	75445989	SELECTAQUEST
Serial Number:	75445988	SENSOSKETCH
Serial Number:	78716935	SOUNDS OF THE SEASHORE
Serial Number:	78127009	SOUNDSTAGE
Serial Number:	75444415	SPELLBOUND
Serial Number:	78945226	SQUAWKBOX CARDS
Serial Number:	76975155	STAR PERFORMER
Serial Number:	75539734	STAR PERFORMER
Serial Number:	78069968	STUNT DOUBLE
Serial Number:	78760971	SUPER FORT
Serial Number:	78814812	SUPER SHOWDOWN
Serial Number:	75539552	THE GAME FOR YOUR WHOLE BRAIN
Serial Number:	78975569	THE GAME OF TUNES, TWISTS, AND TOPSY-TURVY FUN
Serial Number:	78129927	THE OUTRAGEOUSLY FUN GAME WHERE EVERY SECOND COUNTS
Serial Number:	78069969	TRANSLATOR

Serial Number:	78739390	TUNE TWISTER
Serial Number:	78127004	TWEENER
Serial Number:	78814807	WACKY WORDS
Serial Number:	78976859	WHOONU
Serial Number:	78610101	WONDERWORKS
Serial Number:	76975166	WORD WORM
Serial Number:	75539556	WORD WORM
Serial Number:	75535856	YOU WILL NOT BELIEVE WHAT YOUR FRIENDS CAN DO!
Serial Number:	75445987	ZELPUZ
Serial Number:	78976103	ZIGITY
Serial Number:	78728329	ZOOREKA
Serial Number:	75529909	DATA HEAD

CORRESPONDENCE DATA

Fax Number: (704)444-8847
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (704) 343-2000
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Address Line 2: Helms Mulliss & Wicker, PLLC
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	5006325-115
NAME OF SUBMITTER:	Kevin McGinnis
Signature:	/Kevin McGinnis/
Date:	06/29/2007

Total Attachments: 53
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Schedule A - Trademarks

	Serial Number	Trademark Title
1.	78069956	ARCADE
2.	78976106	BALLOON LAGOON
3.	75542534	BLANKOUT
4.	77061613	BLOOM
5.	77017224	BLOOM
6.	78945219	BUG HUNT
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13.	77026254	CARIBOO
14.	77002323	CARIBOO
15.	75444226	CLOODLE
16.	75854419	CLUB CRANIUM
17.	78130589	CONGA
18.	75444229	COPYCAT
19.	75854420	CRANIUM
20.	78769348	CRANIUM
21.	78976642	CRANIUM

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23.	78776116	CRANIUM
24.	78975528	CRANIUM
25.	76124203	CRANIUM
26.	75982432	CRANIUM
27.	75437430	CRANIUM
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30.	77000795	CRANIUM BLOOM
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32.	75982769	CRANIUM CADOO
33.	75515324	CRANIUM CLAY
34.	78096036	CRANIUM CONGA
35.	78054774	CRANIUM COSMO
36.	78054769	CRANIUM COSMO
37.	78826387	CRANIUM WONDERWORKS
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39.	75539729	CREATIVE CAT
40.	78069974	CUBICROSS
41.	76976159	DATA HEAD
42.	75529909	DATA HEAD
43.	78975459	DOUBLE MEANIE

	Serial Number	Trademark Title
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45.	75444227	FACTOID
46.	78745889	FUNFOLIO
47.	78279638	GET-UP
48.	75444423	GNILLEPS
49.	78759759	GRAB & GO
50.	78977421	HOOPLA
51.	78975534	HULLABALOO
52.	75444228	HUMDINGER
53.	75450681	LEXICON
54.	78945212	LUNCH MUNCH
55.	78069960	MAD CAP
56.	78069975	MATCHBATCH
57.	78975607	MINDREADER
58.	78975486	MINIMAX
59.	77008526	NURTURE YOUR CHILD'S NATURAL GENIUS
60.	77129426	OOPS 'N DAISY
61.	78976233	OUTRAGEOUS FUN FOR EVERYONE
62.	78069961	PICTOQUEST
63.	78945206	PIRATE'S PASSAGE
64.	78825103	PLANET CRANIUM
65.	75539569	PLAY WITH YOUR BRAIN

	Serial Number	Trademark Title
66.	75444424	POLYGRAPH
67.	78750770	POP 5
68.	78069964	PUNCH LIST
69.	75483666	SCULPTORADES
70.	75445989	SELECTAQUEST
71.	75445988	SENSOSKETCH
72.	78716935	SOUNDS OF THE SEASHORE
73.	78127009	SOUNDSTAGE
74.	75444415	SPELLBOUND
75.	78945226	SQUAWKBOX CARDS
76.	76975155	STAR PERFORMER
77.	75539734	STAR PERFORMER
78.	78069968	STUNT DOUBLE
79.	78760971	SUPER FORT
80.	78814812	SUPER SHOWDOWN
81.	75539552	THE GAME FOR YOUR WHOLE BRAIN
82.	78975569	THE GAME OF TUNES, TWISTS, AND TOPSY-TURVY FUN
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84.	78069969	TRANSLATOR
85.	78739390	TUNE TWISTER
86.	78127004	TWEENER
87.	78814807	WACKY WORDS

	Serial Number	Trademark Title
88.	78976859	WHOONU
89.	78610101	WONDERWORKS
90.	76975166	WORD WORM
91.	75539556	WORD WORM
92.	75535856	YOU WILL NOT BELIEVE WHAT YOUR FRIENDS CAN DO!
93.	75445987	ZELPUZ
94.	78976103	ZIGITY
95.	78728329	ZOOREKA

THIS AGREEMENT IS SUBJECT TO AN INTERCREDITOR AGREEMENT, OF EVEN DATE HERewith, AMONG PARADOX CAPITAL LLC, CRYSTAL CAPITAL FUND, L.P. AND WELLS FARGO CENTURY, INC. AND ACKNOWLEDGED AND AGREED TO BY CRANIUM, INC., AND ANY SUCCESSOR OR ASSIGNEE OF ANY PARTY HERETO SHALL BE BOUND BY SUCH INTERCREDITOR AGREEMENT AS FULLY AS IF SUCH SUCCESSOR OR ASSIGNEE WERE A PARTY THERETO.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT made as of June 28, 2007 (this "*Security Agreement*"), by CRANIUM, INC., a Washington corporation (the "*Grantor*"), in favor of PARADOX SYNDICATION LLC, a Delaware limited liability company, as administrative agent ("*Agent*") for the benefit of itself and the other Lenders (as defined below) party to the Loan and Security Agreement referred to below.

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as the same may from time to time be amended, modified, supplemented or restated, the "*Loan and Security Agreement*") by and among Grantor, Agent and the lenders party thereto from time to time (collectively, the "*Lenders*" and together with Agent, the "*Secured Parties*"), the Lenders have agreed to provide a term loan (the "*Term Loan*") to Grantor in the amount and manner set forth in the Loan and Security Agreement; and

WHEREAS, it is a condition to the obligation of the Lenders to make the Term Loan to Grantor that Grantor executes and delivers to Agent this Security Agreement.

AGREEMENT

NOW, THEREFORE, in order to induce Agent and the Lenders to enter into the Loan and Security Agreement and make the Term Loan and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees with Agent for the benefit of the Secured Parties, as follows:

1. **DEFINED TERMS.** When used in this Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

1.1 "*Collateral*" shall have the meaning assigned to such term in Section 2 of this Security Agreement.

1.2 "*Copyright License*" means any written agreement, in which Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any right in or to any

Copyright or Copyright registration (whether Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which Grantor has obtained the exclusive right to use a copyright owned by a third party, a sublicense to use a copyright, a distribution agreement regarding copyrighted works and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by Grantor and now or hereafter covered by such license agreements.

1.3 “**Copyrights**” means all of the following in which Grantor now holds or hereafter acquires any right, title or interest: (a) all copyrights, whether registered or unregistered, held or existing pursuant to the laws of the United States, any State thereof or any other country; (b) registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (c) any continuations, renewals or extensions of any copyright; (d) any registrations to be issued in any pending applications; (e) any prior versions of works covered by copyright and all works based upon, derived from or incorporating such works; (f) any original embodiments of a work that are necessary for the manufacture or production of a copyrighted work including, without limitation, tools, molds, master tapes, master film reels, master CDs, master DVDs, master disks or other master magnetic or electronic media; (g) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including, without limitation, damages, claims and recoveries for past, present or future infringement; (h) any rights to sue for past, present and future infringements of any copyright; and (i) any other rights corresponding to any of the foregoing rights throughout the world.

1.4 “**License**” means any Copyright License, Patent License, Trademark License or other license of trade secrets now held or hereafter acquired by Grantor.

1.5 “**Lien**” means any mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.

1.6 “**Litigation**” means any suits, actions, proceedings (administrative, judicial or in arbitration, mediation or alternative dispute resolution), claims or counterclaims for infringement, misappropriation, or other violation of any of the Copyrights, Patents, Trademarks and/or Licenses.

1.7 “**Material IP**” has the meaning assigned to such term in the Loan and Security Agreement.

1.8 “**Patent License**” means any written agreement, in which Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any right with respect to any Patent (whether Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which Grantor has obtained the exclusive right to use a patent owned by a third party, a sublicense to use a patent, a distribution agreement regarding one or more patented products or processes and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by Grantor and now or hereafter covered by such license agreements.

1.9 **“Patents”** means all of the following in which Grantor now holds or hereafter acquires any right, title or interest: (a) all United States or foreign patents (including, without limitation, utility, design and plant patents), all registrations and recordings thereof and all applications for United States or foreign patents, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, divisions, continuations, renewals, continuations in part or extensions of any patent; (c) all petty patents, divisionals and patents of addition; (d) all patents to issue in any such applications; (e) all means of manufacturing goods or offering services, including, without limitation, trade secrets, formulas, database content, distribution rights, consumer and business customer lists, manufacturing processes, mask works, tools, molds and prototypes; (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to patents, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (g) any rights to sue for past, present and future infringements of any patent.

1.10 **“Permitted Encumbrances”** means Liens granted by Grantor to Wells Fargo, subject to the Wells Intercreditor Agreement.

1.11 **“Secured Obligations”** means all obligations of Grantor of any kind under or in connection with this Security Agreement, the Loan and Security Agreement and the other Loan Documents now or hereafter existing including, without limitation, all fees, costs and expenses hereunder or thereunder.

1.12 **“Trademark License”** means any written agreement, in which Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any license right in and to any Trademark (whether Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which Grantor has obtained the exclusive right to use a trademark owned by a third party, a sublicense to use a trademark, a distribution agreement relating to goods or services covered by one or more trademarks and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by Grantor and now or hereafter covered by such license agreements.

1.13 **“Trademarks”** means any of the following in which Grantor now holds or hereafter acquires any right, title or interest: (a) any United States or foreign trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country (collectively, the **“Marks”**); (b) any reissues, extensions or renewals of any Marks, (c) the goodwill of the business symbolized by or associated with the Marks; (d) all domain names, (e) all means of manufacturing goods or offering services covered by the Marks, including, without limitation, trade secrets, formulas, recipes, database content, distribution rights, consumer and business customer lists, manufacturing processes, tools, molds, designs, plans and prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, payments under all licenses entered into in connection with the

Marks and damages, claims, payments and recoveries for past, present or future infringement and (g) any rights to sue for past, present and future infringements of the Marks.

1.14 “**UCC**” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Agent’s security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

1.15 In addition, the following terms shall be defined terms having the meaning set forth for such terms in the UCC: “Account Debtor” and “Proceeds”. Each of the foregoing defined terms shall include all of such items now owned or existing, or hereafter arising or acquired by Grantor.

1.16 All capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Loan and Security Agreement.

2. **GRANT OF SECURITY INTEREST.** As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce Agent and the Lenders to enter into the Loan and Security Agreement, Grantor hereby grants to Agent (for the benefit of the Secured Parties) a security interest in all of Grantor’s right, title and interest, if any, in, to and under the following, whether now owned or existing or hereafter arising or acquired and wheresoever located (collectively, the “**Collateral**”):

2.1 All Copyrights, Patents and Trademarks including, without limitation, the Copyrights, Patents and Trademarks listed in Schedule A, all Licenses including, without limitation, the Licenses listed in Schedule B and any presently pending Litigation including, without limitation, the Litigation listed in Schedule C; and

2.2 To the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for and rents, profits and products of each of the foregoing.

3. **RIGHTS OF SECURED PARTY; COLLECTION OF ACCOUNTS.**

3.1 Notwithstanding anything contained in this Security Agreement to the contrary, Grantor expressly agrees that, as between Grantor and Agent, Grantor shall remain liable under each of its Licenses to observe and perform in all material respects all the conditions and obligations to be observed and performed by it thereunder and that it shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such License. Agent shall not have any obligation or liability under any License by reason of or arising out of this Security Agreement or the granting to Agent of a Lien therein or the receipt by Agent of any payment relating to any License pursuant hereto, nor shall Agent be required or obligated in any manner to perform or fulfill any of the obligations of

Grantor under or pursuant to any License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times. Grantor agrees that any rights granted under this Security Agreement to Agent with respect to all of the Collateral shall be worldwide and without any liability for royalties or other related charges from Agent to Grantor.

3.2 Subject to the Wells Intercreditor Agreement, upon the occurrence and during the continuation of any Event of Default, at the request of Agent, Grantor shall deliver all original and other documents evidencing and relating to its accounts and accounts receivable related to the sale, license, settlement, judgment or other disposition of, or otherwise arising from, any of the Collateral (collectively, the “*Accounts*”), including, without limitation, all original orders, invoices and shipping receipts.

3.3 Agent may at any time, upon the occurrence and during the continuation of any Event of Default, with prior written notice to Grantor of its intention to do so, notify any Account Debtors of Grantor or any parties to the Licenses of Grantor that the Accounts and the right, title and interest of Grantor in and under such Licenses have been assigned to Agent and that payments shall be made directly to Agent. Upon the request of Agent at any time after the occurrence and during the continuation of an Event of Default, Grantor shall so notify such Account Debtors and parties to such Licenses. Upon the occurrence and during the continuation of any Event of Default, Agent may, in its name or in the name of others, communicate with such Account Debtors and parties to such Licenses to verify with such parties, to Agent’s reasonable satisfaction, the existence, amount and terms of any such Accounts or Licenses.

4. **REPRESENTATIONS AND WARRANTIES.** Grantor hereby represents and warrants to Agent that:

4.1 Except for Permitted Encumbrances and the security interest granted to Agent under this Security Agreement, Grantor is the sole legal and equitable owner of all right, title and interest in and to each item of the Collateral in which it purports to grant a security interest hereunder, having good and marketable title thereto, free and clear of any and all Liens, and will continue to be the sole legal and equitable owner of all right, title and interest in and to each item of the Collateral that is Material IP, so long as the Copyrights, Patents, Trademarks and Licenses shall continue in force.

4.2 Except for those with respect to Permitted Encumbrances, (i) no effective security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Collateral exists, and (ii) Grantor has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer or encumbrance on any of the Collateral.

4.3 This Security Agreement creates a legal and valid security interest on and in all of the Collateral in which Grantor now has rights. Upon the filing of appropriate financing statements and the filing of a copy of this Security Agreement with the United States Copyright Office and United States Patent and Trademark Office, Agent will have a fully perfected first

priority security interest in all of the Collateral in which Grantor now has rights in the United States. This Security Agreement will create a legal and valid and fully perfected first priority security interest in the Collateral in which Grantor later acquires rights, when Grantor acquires those rights and Agent makes additional filings with the United States Copyright Office, United States Patent and Trademark Office and/or other offices as are necessary to perfect Agent's security interest in subsequent ownership rights and interests of Grantor in the Collateral.

4.4 Except for those with respect to Permitted Encumbrances, so long as any Secured Obligation remains outstanding, Grantor will not execute, and there will not be on file in any public office, any effective financing statement or other document or instrument covering the Collateral.

4.5 On the date hereof, Grantor's chief executive office, principal place of business and the place where Grantor maintains its records concerning the Collateral are located at the address set forth on the signature page hereof, and Grantor's corporate name, type of organization, jurisdiction of organization, and corporate identification number set forth on the signature page hereof are all true and correct.

4.6 Grantor has the full right and power to grant the security interest in the Collateral made hereby.

4.7 All information furnished to Agent concerning the Collateral and proceeds thereof, for the purpose of inducing Agent and the Lenders to enter into the Loan and Security Agreement and to effect the transaction contemplated thereby, is or will be at the time the information is furnished, accurate and correct in all material respects.

4.8 To the best of Grantor's knowledge and belief, no infringement, breach or unauthorized use presently is being made of any of the Collateral which has or may reasonably be expected to have, alone or in the aggregate, an adverse effect on the value or enforceability of, or any rights of Grantor or Agent in, any material Collateral. Grantor has advised Agent of the existence of all material contractual restrictions on the use of the Collateral.

4.9 To the best of Grantor's knowledge and belief, (a) there are no obligations to, covenants to or restrictions from third parties affecting Grantor's use, disclosure, enforcement, transfer or licensing of the Collateral (other than (i) this Security Agreement, (ii) the Loan and Security Agreement, (iii) the other Loan Documents, and (iv) the Wells Loan Documents); (b) all Collateral that is owned by Grantor is valid and enforceable; (c) Grantor has the right to use all Collateral that is necessary for the operation of Grantor's business as presently conducted and as proposed by Grantor to be conducted; (d) Grantor has taken all actions necessary to maintain and protect all Material IP and no loss of any Material IP is pending, reasonably foreseeable or threatened; (e) there has been no claim made or threatened by or against Grantor asserting the invalidity, misuse or unenforceability of any item of Collateral or challenging Grantor's right to use or ownership of any item of Collateral, and there are no grounds for any such claim or challenge; (f) there is not and has not been any actual or threatened infringement, misappropriation, breach or other violation of any Collateral, and there are no facts raising a likelihood of infringement, misappropriation, breach or other violation; (g) except for Permitted Encumbrances, the consummation of the transactions contemplated by (or previously undertaken

in reliance on) (i) this Security Agreement, (ii) the Loan and Security Agreement, (iii) the other Loan Documents, and (iv) the Wells Loan Documents will not alter, impair or extinguish any rights of Grantor in the Collateral; (h) Grantor, to its knowledge, has not infringed, misappropriated or otherwise violated, and Grantor, to its knowledge, does not infringe, misappropriate, or otherwise violate, any intellectual property or proprietary right of any other person or entity; and (i) there has been no claim made or, to Grantor's knowledge, threatened against Grantor alleging infringement, misappropriation or other violation of intellectual property.

5. **COVENANTS.** Grantor covenants and agrees with Agent that from and after the date of this Security Agreement and until the Secured Obligations have been performed and paid in full:

5.1 **Disposition of Collateral.** Grantor shall not sell, lease, assign, transfer or otherwise dispose of any of the Collateral, or contract to do so. Grantor shall not, without Agent's prior written consent, enter into any agreement or amend, alter or modify any existing agreement, including, without limitation, any license, related to any or all of the Collateral. Grantor also agrees to maintain the quality of any and all merchandise and/or services in connection with which the Trademarks are used, substantially consistent with or better than the quality of said merchandise and/or services as of the date hereof.

5.2 **Relocation of Business or Collateral.** Grantor shall not relocate its chief executive office, principal place of business or its records from such address(es) provided to Agent pursuant to Section 4.5 above without prior written notice to Agent.

5.3 **Limitation on Liens on Collateral.** Grantor shall not, directly or indirectly, create, permit or suffer to exist, and shall defend the Collateral against and take such other action as is necessary to remove, any Lien on the Collateral (other than Permitted Encumbrances).

5.4 **Maintenance of Records.** Grantor shall keep and maintain at its own cost and expense records of the Collateral that are complete in all material respects.

5.5 **Registration and Maintenance of Intellectual Property Rights.** Except as would not have an adverse effect on the value or enforceability of, or any rights of Grantor or Agent in, any material Collateral, Grantor shall (a) use commercially reasonable efforts to prosecute any Patent, Trademark or Copyright pending as of the date hereof or thereafter, and (b) promptly make applications for, register or cause to be registered (to the extent not already registered and consistent with good faith business judgment) any Copyright, Copyright License, any Patent, Patent License, any Trademark or Trademark License, which is (i) set forth in Schedule A or Schedule B or (ii) is individually or in the aggregate, material to the conduct of Grantor's business, with the United States Copyright Office or United States Patent and Trademark Office, as applicable, including, without limitation, in all such cases the filing and payment of maintenance, registration and/or renewal fees, the filing of applications for renewal, affidavits of use, affidavits of noncontestability, the filing and diligent prosecution of opposition, interference and cancellation proceedings, and promptly responding to all United States Copyright Office or United States Patent and Trademark Office requests and inquiries. Except as would not have an adverse effect on the value or enforceability of, or any rights of Grantor or

Agent in, any material Collateral, Grantor also agrees to preserve and maintain all rights in the Collateral. Any expenses incurred in connection with prosecution, registration and maintenance shall be borne by Grantor. Grantor further agrees to retain experienced patent, trademark and copyright attorneys for the filing and prosecution of all such applications and other proceedings when and if applicable. Except as would not have an adverse effect on the value or enforceability of, or any rights of Grantor or Agent in, any material Collateral, Grantor shall not, without Agent's prior written consent, abandon any rights in or fail to pay any maintenance or renewal fee for any Patent, Trademark or Copyright listed in Schedule A or breach, terminate, fail to renew or extend, or fail to perform any duties or obligations for any License listed in Schedule B. Grantor further agrees that it will not take any action, or permit any action to be taken by any Person to the extent that such Person is subject to its control, including licensees, or fail to take any action, which would affect the validity, priority, perfection or enforcement of the rights in the Material IP granted to Agent for the benefit of the Secured Parties under this Security Agreement, and any such action if it shall take place shall be null and void and of no effect whatsoever. If Grantor fails to comply with any of the foregoing provisions of this Section 5.5, Agent shall have the right (but shall not be obligated) to do so on behalf of Grantor to the extent permitted by law, but at Grantor's expense, and Grantor hereby agrees to reimburse Agent in full for all expenses, including the reasonable fees and disbursements of counsel incurred by Agent in procuring, protecting, defending and maintaining the Collateral that is Material IP. In the event that Grantor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to comply with any other duty under this Security Agreement, Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Grantor, and all monies so paid out shall be Secured Obligations of Grantor repayable on demand (which demand obligations Grantor agrees to pay), together with interest at the rate applicable to the Term Loan.

5.6 Notification Regarding Changes in Intellectual Property. Grantor shall promptly advise Agent of any right, title or interest of Grantor obtained after the date hereof in or to any material Copyright, Patent, Trademark or License not specified on Schedule A hereto, the provisions of Section 2 above shall automatically apply thereto, and Grantor hereby authorizes and appoints Agent as Grantor's attorney-in-fact solely to the extent necessary to modify or amend such Schedule, as necessary, to reflect any addition or deletion to such ownership rights, and pursuant to Schedule D, to make any additional filings. Grantor hereby authorizes Agent to modify this Security Agreement by amending Schedules A and B to include any future Copyrights, Patents, Trademarks or Licenses that are Collateral under Section 2 above. Agent will make good faith efforts to provide copies of such amended Schedules A and B to Grantor, provided that, Agent's failure to provide such copies shall not constitute a breach of this Agreement nor render such amendments ineffective. In addition to any requirements in this Security Agreement for notification, Grantor shall also provide Agent with quarterly reports that identify the status of the Collateral, any new Copyrights, Patents, Trademarks and/or Licenses, any newly filed applications, the status of any pending applications, the payment of any maintenance or renewal fees, the status of Litigation and licensing, any threats of Litigation, the identification of any known or suspected infringers and the discovery of any prior art or any other information that may affect the validity or enforceability of the Collateral.

5.7 Defense of Intellectual Property. Grantor shall (a) protect, defend and maintain the validity and enforceability of all material current and future Copyrights, Patents and Trademarks, (b) use its commercially reasonable efforts to detect material infringements of such

Copyrights, Patents and Trademarks and promptly advise Agent in writing of material infringements detected and (c) not allow any material Copyrights, Patents or Trademarks to be abandoned, forfeited or dedicated to the public. Grantor shall not commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Collateral without the prior written consent of Agent, such consent not to be unreasonably withheld, nor shall Grantor engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At Grantor's sole expense, Agent shall have the right (but shall not be obligated) to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could affect the rights in, validity or enforceability of the Collateral that is Material IP. In addition, any proposed settlement or compromise of any action, proceeding, lawsuit, mediation or arbitration that could affect the value, validity or enforceability of, or any rights of Grantor or Agent in, the Collateral that is Material IP must be approved, in writing, by Agent.

5.8 Further Assurances; Pledge of Instruments. At any time and from time to time, upon the written reasonable request of Agent, and at the sole expense of Grantor, Grantor shall promptly and duly execute and deliver any and all such further instruments and documents (including, without limitation, control agreements) and take such further action as Agent may reasonably deem necessary or desirable to obtain the full benefits of this Security Agreement, including, without limitation, facilitating the filing of UCC Financing Statements in all applicable jurisdictions and this Security Agreement (and any amendment hereto) or any other document that Agent may reasonably deem necessary, including, without limitation, any filing described in Schedule D or any other collateral assignment (and any amendments thereto), with the United States Copyright Office, United States Patent and Trademark Office and/or the state or foreign equivalents of these offices, as applicable.

5.9 Right of Inspection and Audit. Upon reasonable notice to Grantor (unless an Event of Default has occurred and is continuing, in which case no notice is necessary), Agent shall at all times have full and free access during normal business hours (or during an Event of Default at any time) to all the books, records, correspondence, office, facilities and operations of Grantor, including, without limitation, Grantor's quality control processes, and Agent or any agents or representatives of Agent may examine the same, take extracts therefrom and make photocopies thereof, and Grantor agrees to render to Agent, at Grantor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto, provided, however, that (unless an Event of Default has occurred and is continuing) (a) Grantor shall have the right to be present during Agent's examination and (b) such examination shall not unreasonably interfere with the conduct of Grantor's business.

5.10 Continuous Perfection. Grantor shall not change its name, identity, corporate structure, jurisdiction of organization or corporation identification number in any manner which might make any financing or continuation statement filed in connection herewith seriously misleading within the meaning of Section 9-506 of the UCC (or any other then applicable provision of the UCC) unless permitted by the Credit Documents and Grantor gives Agent thirty (30) days prior written notice thereof and takes all action necessary or reasonably requested by Agent to amend such financing statement or continuation statement so that it is not seriously misleading.

5.11 Power of Attorney. Effective only upon the occurrence and during the continuation of an Event of Default, Grantor hereby irrevocably appoints Agent (and any of Agent's designated officers or employees) as Grantor's true and lawful attorney to in accordance with the terms hereof: (a) send requests for verification of Accounts and Licenses or notify account debtors or licensees of Agent's security interest in the Accounts and Licenses; (b) endorse Grantor's name on any checks or other forms of payment or security that may come into Agent's possession in connection with the Collateral; (c) sign Grantor's name on any invoice or bill of lading relating to any Account, drafts against account debtors, schedules and assignments of Accounts and Licenses, verifications of Accounts and Licenses, and notices to account debtors and licensees, (d) make, settle and adjust all claims under and decisions with respect to Grantor's policies of insurance relating to the Collateral; (e) settle and adjust disputes and claims respecting the Accounts and Licenses directly with account debtors and licensees, for amounts and upon terms which Agent determines to be reasonable; (f) modify, in its sole discretion, any intellectual property security agreement entered into between Grantor and Agent without first obtaining Grantor's approval of or signature to such modification by amending reference to any right, title or interest in any Copyright, Patent, Trademark or License, acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyright, Patent, Trademark or License, in which Grantor no longer has or claims any right, title or interest; (g) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Collateral, (h) take any other actions with respect to the Collateral as Agent deems in the best interest of Agent (consistent with any enforceable restrictions in Licenses to Grantor); (i) grant or issue any exclusive or non-exclusive license under the Collateral to anyone (consistent with any enforceable restrictions in Licenses to Grantor) or (j) assign, pledge, convey or transfer title in or dispose of the Collateral to anyone, including Agent or a third party to the extent permitted under the UCC, free and clear of any encumbrance upon title thereof (other than any encumbrance created by this Security Agreement and consistent with any enforceable restrictions in Licenses to Grantor). Grantor hereby irrevocably appoints Agent (and any of Agent's designated officers or employees) as Grantor's true and lawful attorney to and in accordance with the terms hereof: (x) file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law; and (y) with respect to the Trademarks, file a copy of this Security Agreement with the United States Patent and Trademark Office. The appointment of Agent as Grantor's attorney in fact, and each and every one of Agent's rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Agent's obligation to provide advances under the Loan Documents is terminated. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue of this Security Agreement.

6. RIGHTS AND REMEDIES UPON DEFAULT.

6.1 If any Event of Default shall occur and be continuing, Agent may exercise in addition to all other rights and remedies granted to it under this Security Agreement and under any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Grantor expressly agrees that in any such event, and during the existence and continuation of an Event of Default, Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of

public or private sale) to or upon Grantor or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the UCC and other applicable law), may forthwith maintain collect, receive, appropriate and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, license, assign, give an option or options to purchase or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof (consistent with any enforceable restrictions in Licenses to Grantor), in one or more parcels at public or private sale or sales, at any exchange or broker's board or at any of Agent'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. Agent 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 said Collateral so sold, free of any right or equity of redemption, which equity of redemption Grantor hereby releases. During the period of any Event of Default, all proceeds from the use of the Trademarks by Grantor shall inure to the benefit of Agent. Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale as provided in Section 6.4 hereof, Grantor remaining liable for any deficiency remaining unpaid after such application, and to the extent required by the UCC, only after so paying over such net proceeds and after the payment by Agent of any other amount required by any provision of law, need Agent account for the surplus, if any, to Grantor. To the maximum extent permitted by applicable law, Grantor waives all claims, damages, and demands against Agent arising out of the repossession, retention or sale of the Collateral except such as arise out of the gross negligence or willful misconduct of Agent. Agent shall give Grantor at least ten (10) days' advance notice, and Grantor hereby agrees that Agent need not give more than ten (10) days' advance 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 matters. Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Agent is entitled, Grantor also being liable for the reasonable fees of any attorneys employed by Agent to collect such deficiency.

6.2 Grantor also agrees to pay all fees, costs and expenses of Agent, including, without limitation, reasonable attorneys' fees, reasonably incurred in connection with the enforcement of any of its rights and remedies hereunder.

6.3 Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

6.4 The Proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be distributed by Agent in the order set forth in the Loan and Security Agreement.

7. **AGENT'S RIGHT TO SUE.** From and after the occurrence and during continuation of an Event of Default, Agent shall have a right, but shall in no way be obligated, to bring suit for past, present and future damages in its own name and for its own benefit to enforce the Copyrights, Patents, Trademarks and Licenses that are Material IP, and if Agent commences any such suit, Grantor shall, at the request of Agent, use commercially reasonable efforts to do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement.

8. LIMITATION ON AGENT'S DUTY IN RESPECT OF COLLATERAL.

Agent shall deal with the Collateral in the same manner as it deals with similar property for its own account. Agent shall be deemed to have acted reasonably in the custody, preservation and disposition of any of the Collateral if it takes such action as Grantor requests in writing, but failure of Agent to comply with any such request shall not in itself be deemed a failure to act reasonably and no failure of Agent to do any act not so requested shall be deemed a failure to act reasonably.

9. MISCELLANEOUS.

9.1 No Waiver; Cumulative Remedies.

9.1.1 Agent shall not by any act, delay, omission or otherwise be deemed to have waived any of its respective rights or remedies hereunder, nor shall any single or partial exercise of any right or remedy hereunder on any one occasion preclude the further exercise thereof or the exercise of any other right or remedy.

9.1.2 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 law. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC. Recourse to security will not be required at any time.

9.1.3 None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Grantor and Agent.

9.2 Releases.

9.2.1 This Security Agreement is made for collateral purposes only. Subject to Section 9.2.2 below, at such time as the Secured Obligations (other than Continuing Future Indemnification Obligations) shall have been paid and performed in full and Grantor has no further obligations under or with respect to the Loan and Security Agreement or the other Loan Documents (other than Continuing Future Indemnification Obligations), the Collateral shall be automatically released from the Liens created hereby, and this Security Agreement and all obligations of Agent and Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to Grantor. At the request and sole expense of Grantor following any such termination, Agent shall deliver to Grantor all termination statements, releases or other instruments as may be necessary or proper to revest in Grantor (without recourse to or warranty by Agent, except for encumbrances created by Agent, provided that no such recourse or warranty shall apply to any Collateral sold or otherwise disposed of by Agent pursuant to this Security Agreement) all right, title and interest in and to the Collateral granted in this Security Agreement, subject to any

acceptance or disposition of Collateral which may have been made by Agent pursuant to this Security Agreement.

9.2.2 This Security Agreement and the security interests granted herein shall remain in full force and effect and continue to be effective if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, avoided, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a “voidable preference,” “fraudulent conveyance” or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is avoided, rescinded, reduced, restored or returned, the Secured Obligations and the security interests granted herein shall be reinstated and the Secured Obligations shall be deemed reduced only by such amount paid and not so avoided, rescinded, reduced, restored or returned. The provisions of this Section 9.2.2 shall survive repayment of all of the Secured Obligations, and the termination of this Security Agreement in any manner.

9.3 **Successor and Assigns.** This Security Agreement and all obligations of Grantor hereunder shall be binding upon the successors and permitted assigns of Grantor, and shall, together with the rights and remedies of Agent hereunder, inure to the benefit of Agent, any future holder of any of the Secured Obligations and their respective successors and assigns. Agent may, without cost or expense to Grantor, assign all or any part of, or any interest (undivided or divided) in, Agent’s rights and benefits under this Security Agreement including, without limitation, the right, title or interest in and to the Collateral. To the extent of any assignment by Agent, the assignee shall have the same rights and benefits against Grantor hereunder as it would have had if such assignee were Agent. Grantor shall not assign this Security Agreement without the prior written consent of Agent, which consent may be granted or withheld at the sole discretion of Agent. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the Lien granted to Agent hereunder.

9.4 **Notices.** All notifications and other communications permitted or required under this Security Agreement shall be in writing and delivered to the Persons and in the manner specified in the Loan and Security Agreement.

9.5 **Counterparts.** This Security Agreement and any amendments, waivers, consents, or supplements may be executed via telecopier or facsimile transmission or electronic format (including .pdf), may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

9.6 **Severability.** If any provision of this Security Agreement is held to be unenforceable under applicable law for any reason, it shall be adjusted, if possible, rather than voided in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Security Agreement shall be deemed valid and enforceable to the fullest extent possible under applicable law.

9.7 **Governing Law.** IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SECURITY AGREEMENT AND THE SECURED OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE EXCEPT TO THE EXTENT THAT PERFECTION OR THE EFFECT OF PERFECTION OF ANY SECURITY INTEREST IN THE COLLATERAL MAY BE GOVERNED BY THE LAWS OF ANY OTHER JURISDICTION.

9.8 **Consent to Jurisdiction and Service of Process; Waiver of Jury Trial.** ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST EACH PARTY HERETO WITH RESPECT TO THIS SECURITY AGREEMENT MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION SITTING IN NEW YORK COUNTY, NEW YORK, AND BY EXECUTION AND DELIVERY OF THIS SECURITY AGREEMENT, EACH PARTY HERETO ACCEPTS, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY FINAL JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS SECURITY AGREEMENT FROM WHICH NO APPEAL HAS BEEN TAKEN OR IS AVAILABLE. EACH PARTY HERETO IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS NOTICE ADDRESS, SUCH SERVICE TO BECOME EFFECTIVE TEN (10) DAYS AFTER SUCH MAILING. EACH OF PARTIES HERETO IRREVOCABLY WAIVES (I) TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS SECURITY AGREEMENT AND (II) ANY OBJECTION (INCLUDING, WITHOUT LIMITATION, ANY OBJECTION OF THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS) WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING WITH RESPECT TO THIS SECURITY AGREEMENT IN ANY JURISDICTION SET FORTH ABOVE. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF ANY SECURED PARTY TO BRING PROCEEDINGS AGAINST GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION.

9.9 **Section and Heading Titles.** The section and heading titles are for convenience and reference only and shall not affect in any way the interpretation of any of the provisions of this Security Agreement.

9.10 **No Inconsistent Requirements.** This Security Agreement, the Loan and Security Agreement and the other Loan Documents may use or require several different limitations, requirements, covenants, representations, warranties, tests or measurements ("*Limitations*") to regulate the same or similar matters. All such Limitations are cumulative and shall each be performed, observed or complied with in accordance with their terms.

9.10.1 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 law. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC. Recourse to security will not be required at any time.

9.10.2 None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Grantor and Agent.

9.11 **Releases.**

9.11.1 This Security Agreement is made for collateral purposes only. Subject to Section 9.2.2 below, at such time as the Secured Obligations (other than Continuing Future Indemnification Obligations) shall have been paid and performed in full and Grantor has no further obligations under or with respect to the Loan and Security Agreement or the other Loan Documents (other than Continuing Future Indemnification Obligations), the Collateral shall be automatically released from the Liens created hereby, and this Security Agreement and all obligations of Agent and Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to Grantor. At the request and sole expense of Grantor following any such termination, Agent shall deliver to Grantor all termination statements, releases or other instruments as may be necessary or proper to revest in Grantor (without recourse to or warranty by Agent, except for encumbrances created by Agent, provided that no such recourse or warranty shall apply to any Collateral sold or otherwise disposed of by Agent pursuant to this Security Agreement) all right, title and interest in and to the Collateral granted in this Security Agreement, subject to any acceptance or disposition of Collateral which may have been made by Agent pursuant to this Security Agreement.

9.11.2 This Security Agreement and the security interests granted herein shall remain in full force and effect and continue to be effective if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, avoided, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is avoided, rescinded, reduced, restored or returned, the Secured Obligations and the security interests granted herein shall be reinstated and the Secured Obligations shall be deemed reduced only by such amount paid and not so avoided, rescinded, reduced, restored or returned. The provisions of this Section 9.2.2 shall survive repayment of all of the Secured Obligations, and the termination of this Security Agreement in any manner.

9.12 **Successor and Assigns.** This Security Agreement and all obligations of Grantor hereunder shall be binding upon the successors and permitted assigns of Grantor, and shall, together with the rights and remedies of Agent hereunder, inure to the benefit of Agent, any

future holder of any of the Secured Obligations and their respective successors and assigns. Agent may, without cost or expense to Grantor, assign all or any part of, or any interest (undivided or divided) in, Agent's rights and benefits under this Security Agreement including, without limitation, the right, title or interest in and to the Collateral. To the extent of any assignment by Agent, the assignee shall have the same rights and benefits against Grantor hereunder as it would have had if such assignee were Agent. Grantor shall not assign this Security Agreement without the prior written consent of Agent, which consent may be granted or withheld at the sole discretion of Agent. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the Lien granted to Agent hereunder.

9.13 Notices. All notifications and other communications permitted or required under this Security Agreement shall be in writing and delivered to the Persons and in the manner specified in the Loan and Security Agreement.

9.14 Counterparts. This Security Agreement and any amendments, waivers, consents, or supplements may be executed via telecopier or facsimile transmission or electronic format (including .pdf) may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

9.15 Severability. If any provision of this Security Agreement is held to be unenforceable under applicable law for any reason, it shall be adjusted, if possible, rather than voided in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Security Agreement shall be deemed valid and enforceable to the fullest extent possible under applicable law.

9.16 Governing Law. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SECURITY AGREEMENT AND THE SECURED OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE EXCEPT TO THE EXTENT THAT PERFECTION OR THE EFFECT OF PERFECTION OF ANY SECURITY INTEREST IN THE COLLATERAL MAY BE GOVERNED BY THE LAWS OF ANY OTHER JURISDICTION.

9.17 Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST EACH PARTY HERETO WITH RESPECT TO THIS SECURITY AGREEMENT MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION SITTING IN NEW YORK COUNTY, NEW YORK, AND BY EXECUTION AND DELIVERY OF THIS SECURITY AGREEMENT, EACH PARTY HERETO ACCEPTS, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY FINAL JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS SECURITY AGREEMENT FROM WHICH NO APPEAL HAS

BEEN TAKEN OR IS AVAILABLE. EACH PARTY HERETO IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS NOTICE ADDRESS, SUCH SERVICE TO BECOME EFFECTIVE TEN (10) DAYS AFTER SUCH MAILING. EACH OF PARTIES HERETO IRREVOCABLY WAIVES (I) TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS SECURITY AGREEMENT AND (II) ANY OBJECTION (INCLUDING, WITHOUT LIMITATION, ANY OBJECTION OF THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS) WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING WITH RESPECT TO THIS SECURITY AGREEMENT IN ANY JURISDICTION SET FORTH ABOVE. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF ANY SECURED PARTY TO BRING PROCEEDINGS AGAINST GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION.

9.18 **Section and Heading Titles.** The section and heading titles are for convenience and reference only and shall not affect in any way the interpretation of any of the provisions of this Security Agreement.

9.19 **No Inconsistent Requirements.** This Security Agreement, the Loan and Security Agreement and the other Loan Documents may use or require several different limitations, requirements, covenants, representations, warranties, tests or measurements ("**Limitations**") to regulate the same or similar matters. All such Limitations are cumulative and shall each be performed, observed or complied with in accordance with their terms.

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

CRANIUM, INC.

By: 
Name: Richard Tait
Title: Chief Executive Officer

Type of Organization:

Corporation

Jurisdiction of Organization:

Washington

Corporate Identification Number:

601-880-084 (Washington)

91-1918494 (FEIN)

Address:

2025 First Avenue, Suite 600
Seattle, Washington 98121

ACCEPTED AND ACKNOWLEDGED BY:

PARADOX SYNDICATION LLC, as Agent

By: _____
Name: _____
Title: _____

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

CRANIUM, INC.

By: _____
Name: Richard Tait
Title: Chief Executive Officer

Type of Organization:
Corporation

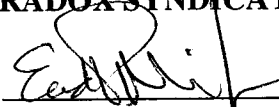
Jurisdiction of Organization:
Washington

Corporate Identification Number:
[] (Washington)
[] (FEIN)

Address:
2025 First Avenue, Suite 600
Seattle, Washington 98121

ACCEPTED AND ACKNOWLEDGED BY:

PARADOX SYNDICATION LLC, as Agent

By:  _____
Name: Edward P. Meintzer
Title: Senior Vice President

Schedule A To Security Agreement

INTELLECTUAL PROPERTY

Copyrights

Country	Title	Reg. Number	Reg. Date
USA	CRANIUM - AUSTRALIAN EDITION	TX 5-700-875	3/18/2003
USA	CRANIUM - CANADIAN ENGLISH EDITION	TX 5-661-974	2/25/2003
USA	CRANIUM - CANADIAN FRENCH EDITION	TX 5-696-404	3/18/2003
USA	CRANIUM - FRENCH EDITION	TX 5-696-709	3/18/2003
USA	CRANIUM - GERMAN EDITION	TX 5-667-369	2/26/2003
USA	CRANIUM - LATIN AMERICAN EDITION	TXu 1-247-671	8/22/2005
USA	CRANIUM - THE GAME FOR YOUR WHOLE BRAIN	TX 5-276-800	2/2/2001
USA	CRANIUM - UK BOOSTER BOX 1	TX 5-727-416	2/26/2003
USA	CRANIUM BALLOON LAGOON - WORLD SPANISH EDITION	TX 6-426-548	9/15/2006
USA	CRANIUM BOOSTER BOX 1	TX 5-356-197	2/1/2001
USA	CRANIUM BOOSTER BOX 2	TX 5-696-706	3/3/2003
USA	CRANIUM CADOO	TX 5-631-263	11/18/2002
USA	CRANIUM CADOO - WORLD SPANISH EDITION	TX 6-426-550	9/15/2006
USA	CRANIUM CARIBOO	TX 5-725-244	3/19/2003
USA	CRANIUM CONGA - WORLD SPANISH EDITION	TX 6-426-551	9/15/2006
USA	CRANIUM HOOPLA	TX 5-686-414	3/7/2003
USA	CRANIUM HULLABALOO - WORLD SPANISH VERSION	TXu1-311-711	9/18/2006
USA	CRANIUM UK EDITION	TX 5-661-911	2/25/2003
USA	CRANIUM ZIGATY - WORLD SPANISH EDITION	TX 6-426-549	9/15/2006

Country	Title	Reg. Number	Reg. Date
USA	CRANIUM—THE GAME FOR YOUR WHOLE BRAIN.	5-276-800	04/08/03
USA	CRANIUM COSMO: BOOSTER PACK 3	5-945-401	03/18/03
USA	CRANIUM COSMO: BOOSTER PACK 2	5-945-402	03/18/03
USA	THE CRANIUM BIG BOOK OF OUTRAGEOUS FUN: THE WRITE-IT, DRAW-IT, SCULPT-IT, ACT-IT, GAME-IN-A-BOOK-IN-A GAME	6-295-700	11/25/05
USA	THE CRANIUM WORD WORM BOOK OF OUTRAGEOUS FUN	6-340-708	4/14/06
USA	THE CRANIUM STAR PERFORMER BOOK OF OUTRAGEOUS FUN	6-361-406	4/14/06
USA	THE CRANIUM DATA HEAD BOOK OF OUTRAGEOUS FUN	6-361-407	4/14/06
USA	THE CRANIUM CREATIVE CAT BOOK OF OUTRAGEOUS FUN	6-361-408	4/14/06

Trademarks

See attached.

Applicant/Assignee Name	Country	Mark	App. Number	App. Date	Reg. Number	Reg. Date	Classes
Cranium Inc.	Italy	ALFA BACO	TO2003C001090	4/18/2003			IC16, IC28, IC41
Cranium, Inc.	USA	ARCADE	78/069,956	6/19/2001	2,818,287	2/24/2004	IC28, IC41
Cranium, Inc.	Argentina	BALLOON LAGOON	2,646,355	1/20/2006			IC28
Cranium, Inc.	Australia	BALLOON LAGOON	1023793	10/6/2004	1023793	6/30/2005	IC16, IC28, IC41
Cranium, Inc.	Canada	BALLOON LAGOON	1233264	10/6/2004			
Cranium, Inc.	Chile	BALLOON LAGOON	701044	8/25/2005	749690	2/6/2006	IC28
Cranium, Inc.	Colombia	BALLOON LAGOON	05086053	8/29/2005	312717	3/10/2006	IC28
Cranium, Inc.	Community	BALLOON LAGOON	3492601	10/31/2003	3492601	3/21/2005	IC16, IC28, IC41
Cranium, Inc.	Mexico	BALLOON LAGOON	735455	8/23/2005	909040	11/22/2005	IC28
Cranium, Inc.	New Zealand	BALLOON LAGOON	719325	10/1/2004	719325	4/7/2005	IC16, IC28, IC41
Cranium, Inc.	USA	BALLOON LAGOON	78/976,106	9/8/2003	2,980,056	7/26/2005	IC28
Cranium, Inc.	Venezuela	BALLOON LAGOON	19092/2005	8/30/2005	P271548	6/19/2006	IC28
Cranium, Inc.	USA	BLANKOUT	75/542,534	8/24/1998	2,308,019	1/11/2000	IC28
Cranium, Inc.	Australia	BLOOM	1171002	4/10/2007			IC3, IC5, IC8, IC9, IC16, IC18, IC20, IC21, IC24, IC25, IC27, IC28, IC29, IC30, IC32, IC41, IC43
Cranium, Inc.	Canada	BLOOM	1,344,212	4/10/2007			IC3, IC5, IC8, IC9, IC16, IC18, IC20, IC21, IC24, IC25, IC27, IC28, IC29, IC30, IC32, IC41, IC43
Cranium, Inc.	Community	BLOOM	5818471	4/6/2007			IC3, IC5, IC8, IC9, IC16, IC18, IC20, IC21, IC24, IC25, IC27, IC28, IC29, IC30, IC32, IC41, IC43
Cranium, Inc.	New Zealand	BLOOM	766481	4/10/2007			IC3, IC5, IC8, IC9, IC16, IC18, IC20, IC21, IC24, IC25, IC27, IC28, IC29, IC30, IC32, IC41, IC43

Applicant/Assignee Name	Country	Mark	App. Number	App. Date	Reg. Number	Reg. Date	Classes
Cranium, Inc.	USA	BLOOM	77061,613	12/11/2006			IC3, IC5, IC8, IC18, IC24, IC27
Cranium, Inc.	USA	BLOOM	77017,224	10/9/2006			IC9, IC16, IC20, IC21, IC25, IC28, IC29, IC30, IC32, IC41, IC43
Cranium, Inc.	USA	BRAIN LOGO - THE WHOLE BRAIN GAME IT'S NOT WHAT YOU THINK... BUT HOW YOU THINK IT & Design	75/646,410	2/23/1999	2,644,918	11/5/2002	IC28
Cranium Inc.	Canada	BROUILLART	1,112,272	8/9/2001	593,164	10/27/2003	
Cranium, Inc.	USA	BUG HUNT	78/945,219	8/4/2006			IC9, IC28, IC41
Cranium, Inc.	Community	BUMPARENA	004092086	10/28/2004	004092086	7/12/2006	IC16, IC28, IC41
Cranium Inc.	USA	BUMPARENA	78/976,927	6/16/2004	3,099,462	5/30/2006	IC28, IC41
Cranium Inc.	Argentina	CADOO	2,649,467	2/7/2006			IC28
Cranium Inc.	Australia	CADOO	909732	4/16/2002	909732	1/13/2003	IC9, IC16, IC28, IC41
Cranium Inc.	Canada	CADOO	1,139,600	5/2/2002			
Cranium Inc.	Chile	CADOO	701043	8/25/2005	749691	2/6/2006	IC28
Cranium Inc.	Colombia	CADOO	05086056	8/29/2005	312718	3/10/2006	IC28
Cranium Inc.	Community	CADOO	03492303	10/31/2003	03492303	5/25/2005	IC16, IC28, IC41
Cranium Inc.	Mexico	CADOO	595609	4/4/2003	812863	11/18/2003	IC41
Cranium Inc.	Mexico	CADOO	595612	4/4/2003	831744	4/21/2004	IC28
Cranium Inc.	Mexico	CADOO	595613	4/4/2003	834801	5/31/2004	IC16
Cranium Inc.	New Zealand	CADOO	667309	10/30/2002	667309	5/1/2003	IC28
Cranium Inc.	Norway	CADOO	2003.03484	4/11/2003	221,495	10/30/2003	IC16, IC28, IC41
Cranium Inc.	Switzerland	CADOO	51142/2003	4/8/2003	511,696	6/17/2003	IC16, IC28, IC41
Cranium, Inc.	USA	CADOO	78/441,796	6/25/2004			IC9
Cranium, Inc.	USA	CADOO	78/702,575	8/29/2005			IC16
Cranium, Inc.	USA	CADOO	78/066,943	6/1/2001	2,626,727	9/24/2002	IC28
Cranium Inc.	Venezuela	CADOO	19093/2005	8/30/2005	P271549	6/19/2006	IC28
Cranium, Inc.	USA	CAMEO	75/445,986	3/6/1998	2,327,262	3/7/2000	IC28
Cranium Inc.	Italy	CAPA TANTA	TO2003C001097	4/18/2003			IC16, IC28, IC41
Cranium Inc.	Australia	CARIBOO	929068	10/1/2002	929068	2/24/2003	IC16, IC28, IC41
Cranium, Inc.	Canada	CARIBOO	1,158,335	11/13/2002			
Cranium Inc.	Community	CARIBOO	2869873	9/30/2002	2869873	7/19/2004	IC16, IC28, IC41

Applicant/Assignee Name	Country	Mark	App. Number	App. Date	Reg. Number	Reg. Date	Classes
Cranium Inc.	New Zealand	CARIBOO	665518	5/22/2002	665518	2/6/2003	IC28
Cranium Inc.	New Zealand	CARIBOO	665517	5/22/2002	665517	12/8/2003	IC16
Cranium Inc.	New Zealand	CARIBOO	665519	5/22/2002	665519	12/8/2003	IC41
Cranium Inc.	Norway	CARIBOO	2002.09755	10/17/2002	224562	10/11/2004	IC16, IC28, IC41
Cranium Inc.	Switzerland	CARIBOO	50210/2003	1/23/2003	508.534	3/25/2003	IC16, IC28, IC41
Cranium, Inc.	USA	CARIBOO	78/130,598	5/22/2002	2,835,379	4/20/2004	IC28
Cranium, Inc.	USA	CARIBOO	77/002,323	9/19/2006			IC16
Cranium, Inc.	USA	CARIBOO	77/026,254	10/20/2006			IC41
Cranium Inc.	Canada	CHAT D'OEUVRE	1,110,995	7/26/2001	587,514	8/20/2003	
Cranium Inc.	Community	CHAT D'OEUVRE	3025962	1/2/2003	3025965	10/13/2004	IC16, IC28, IC41
Cranium, Inc.	USA	CLODDLE	75/444,226	3/4/1998	2,424,339	1/30/2001	IC28
Cranium, Inc.	Australia	CLUB CRANIUM	785169	2/11/1999	785169	12/6/2000	IC42
Cranium Inc.	United Kingdom	CLUB CRANIUM	2188494	2/11/1999	2188494	10/8/1999	IC41
Cranium, Inc.	USA	CLUB CRANIUM	75/854,419	11/22/1999	2,397,906	10/24/2000	IC28
Cranium Inc.	Community	CONGA	3492584	10/31/2003	003492584	8/16/2005	IC16, IC28, IC41
Cranium, Inc.	USA	CONGA	78/130,589	5/22/2002	2,856,771	6/22/2004	IC28
Cranium, Inc.	USA	COPYCAT	75/444,229	3/4/1998	2,806,783	1/20/2004	IC28
Cranium, Inc.	Argentina	CRANIUM	2,658,345	3/22/2006			IC25
Cranium, Inc.	Argentina	CRANIUM	2,646,356	1/20/2006			IC28
Cranium Inc.	Australia	CRANIUM	922465	8/7/2002	922465	1/5/2004	IC41
Cranium, Inc.	Australia	CRANIUM	1159120	1/31/2007			IC9
Cranium Inc.	Australia	CRANIUM	760204	4/21/1998	760204	10/14/1998	IC28
Cranium Inc.	Australia	CRANIUM	868243	3/6/2001	868243	11/5/2001	IC25
Cranium, Inc.	Brazil	CRANIUM	826.968.171	1/19/2005			IC41
Cranium, Inc.	Brazil	CRANIUM	826.968.198	1/19/2005			IC16
Cranium, Inc.	Brazil	CRANIUM	826.968.201	1/19/2005			IC9
Cranium, Inc.	Brazil	CRANIUM	826.968.180	1/19/2005			IC28
Cranium, Inc.	Canada	CRANIUM	1,334,479	1/31/2007			
Cranium Inc.	Canada	CRANIUM	1,149,120	8/7/2002			
Cranium Inc.	Canada	CRANIUM	875,379	4/17/1998	532,974	9/20/2000	
Cranium Inc.	Canada	CRANIUM	522,514	5/24/1984	325,762	4/10/1987	
Cranium, Inc.	Canada	CRANIUM	1,094,989	3/6/2001			
Cranium, Inc.	Chile	CRANIUM	701042	8/25/2005	749692	2/6/2006	IC28
Cranium, Inc.	China	CRANIUM	5326152	4/29/2006			IC9
Cranium, Inc.	China	CRANIUM	4935140	10/10/2005			IC16
Cranium, Inc.	China	CRANIUM	4935141	10/10/2005			IC28
Cranium, Inc.	China	CRANIUM	4935139	10/10/2005			IC41

Applicant/Assignee Name	Country	Mark	App. Number	App. Date	Reg. Number	Reg. Date	Classes
Cranium, Inc.	Colombia	CRANIUM	05086058	8/29/2005	312719	3/10/2006	IC28
Cranium, Inc.	Community	CRANIUM	005655171	1/31/2007			IC9
Cranium, Inc.	Community	CRANIUM	2820876	8/23/2002	2820876	10/6/2005	IC28, IC38, IC41
Cranium, Inc.	Community	CRANIUM	2117646	3/7/2001	2117646	7/20/2004	IC9, IC16, IC25
Cranium, Inc.	Community	CRANIUM	825489	5/14/1998	825489	7/14/1999	IC28
Cranium, Inc.	Community	CRANIUM	003801925	5/12/2004	003801925	11/8/2005	IC41
Cranium, Inc.	Hong Kong	CRANIUM	300500200	9/23/2005	300500200	9/23/2005	IC16, IC28, IC41
Cranium, Inc.	Hong Kong	CRANIUM	300629389	4/28/2006	300629389	4/28/2006	IC9
Cranium, Inc.	India	CRANIUM	1389373	9/30/2005	622561	5/10/2007	IC16, IC28, IC41
Cranium, Inc.	Japan	CRANIUM	1999-100529	11/5/1999	4514839	10/19/2001	IC9, IC28
Cranium, Inc.	Japan	CRANIUM	2001-20193	3/7/2001	4524787	11/22/2001	IC25
Cranium, Inc.	Japan	CRANIUM	2004-116437	12/21/2004	5037386	3/30/2007	IC16, IC41
Cranium, Inc.	Mexico	CRANIUM	595607	4/4/2003	812862	11/18/2003	IC28
Cranium, Inc.	Mexico	CRANIUM	595615	4/4/2003	812865	11/18/2003	IC16
Cranium, Inc.	Mexico	CRANIUM	595611	4/4/2003	812864	11/18/2003	IC41
Cranium, Inc.	New Zealand	CRANIUM	662174	8/7/2002	662174	2/13/2003	IC41
Cranium, Inc.	New Zealand	CRANIUM	662172	5/22/2002	662172	3/3/2003	IC16
Cranium, Inc.	New Zealand	CRANIUM	662173	8/7/2002	662173	3/3/2003	IC28
Cranium, Inc.	New Zealand	CRANIUM	762761	1/31/2007			IC9
Cranium, Inc.	Norway	CRANIUM	2002.07384	8/14/2002	218.292	3/27/2003	IC41
Cranium, Inc.	Norway	CRANIUM	1999.12353	11/30/1999	203.463	6/29/2000	IC9, IC16, IC28
Cranium, Inc.	Russian Federation	CRANIUM	2004728030	12/2/2004	302247	3/7/2006	IC9, IC16, IC28, IC41
Cranium, Inc.	South Africa	CRANIUM	2003/08040	5/19/2003			IC16
Cranium, Inc.	South Africa	CRANIUM	2003/08041	5/19/2003			IC28
Cranium, Inc.	South Africa	CRANIUM	2003/08042	5/19/2003			IC41
Cranium, Inc.	Switzerland	CRANIUM	09800/1999	10/29/1999	470.550	3/20/2000	IC9, IC28
Cranium, Inc.	Switzerland	CRANIUM	07341/2002	8/23/2002	504.792	11/5/2002	IC41
Cranium, Inc.	USA	CRANIUM	76/124.203	9/7/2000			IC25
Cranium, Inc.	USA	CRANIUM	75/437.430	2/20/1998	2,267,778	8/3/1999	IC28
Cranium, Inc.	USA	CRANIUM	75/982.432	11/22/1999	2,652,364	11/19/2002	IC41
Cranium, Inc.	USA	CRANIUM	78/975.528	8/7/2002	2,898,339	10/26/2004	IC28
Cranium, Inc.	USA	CRANIUM	78/941.697	7/31/2006			IC9
Cranium, Inc.	USA	CRANIUM	78/776.116	12/19/2005			IC28
Cranium, Inc.	USA	CRANIUM	78/976.642	5/22/2002	3,160,954	10/17/2006	IC16
Cranium, Inc.	Venezuela	CRANIUM	19090/2005	8/30/2005	P271546	6/19/2006	IC28
Cranium, Inc.	Canada	CRANIUM & BRAIN LOGO	1,306,351	6/8/2006			

Applicant/Assignee Name	Country	Mark	App. Number	App. Date	Reg. Number	Reg. Date	Classes
Cranium, Inc.	Community	CRANIUM & BRAIN LOGO	005123955	6/8/2006			IC9, IC16, IC28
Cranium, Inc.	USA	CRANIUM & Brain Logo (New)	78769,348	12/8/2005			IC9, IC16, IC28
Cranium, Inc.	Australia	CRANIUM BLOOM	1171001	4/10/2007			IC30
Cranium, Inc.	Australia	CRANIUM BLOOM	1166814	3/15/2007			IC9, IC16, IC28
Cranium, Inc.	Canada	CRANIUM BLOOM	1,340,605	3/14/2007			
Cranium, Inc.	Community	CRANIUM BLOOM	5820154	4/10/2007			IC9, IC16, IC28, IC43
Cranium, Inc.	New Zealand	CRANIUM BLOOM	765139	3/15/2007			IC9, IC16, IC28
Cranium, Inc.	United Kingdom	CRANIUM BLOOM	2449530	3/15/2007			IC9, IC16, IC28
Cranium, Inc.	USA	CRANIUM BLOOM	77000,795	9/15/2006			IC9, IC16, IC20, IC21, IC25, IC28, IC41
Cranium, Inc.	USA	CRANIUM BLOOM	77017,222	10/9/2006			IC29, IC30, IC32, IC41, IC43
Cranium, Inc.	USA	CRANIUM BLOOM	77061,630	12/11/2006			IC3, IC5, IC8, IC18, IC24, IC27
Cranium, Inc.	USA	CRANIUM BOOSTER BOX	75681,673	4/13/1999	2,425,773	1/30/2001	IC28
Cranium Inc.	Canada	CRANIUM CADOO	1,116,482	9/19/2001			
Cranium Inc.	Community	CRANIUM CADOO	2386274	9/24/2001	2386274	12/17/2003	IC9, IC16, IC25, IC28, IC41
Cranium Inc.	Norway	CRANIUM CADOO	2001.11866	10/3/2001	214.082	4/18/2002	IC9, IC16, IC25, IC28, IC41
Cranium, Inc.	Switzerland	CRANIUM CADOO	10525/2001	11/1/2001	500.500	7/2/2002	IC9, IC16, IC25, IC28, IC41
Cranium, Inc.	USA	CRANIUM CADOO	75982,769	6/1/2001	2,643,680	10/29/2002	IC28
Cranium, Inc.	Australia	CRANIUM CENTRAL	785166	2/11/1999	785166	12/6/2000	IC28, IC42
Cranium, Inc.	Canada	CRANIUM CENTRAL	1,005,181	2/12/1999	554,131	11/20/2001	
Cranium Inc.	United Kingdom	CRANIUM CENTRAL	2188511	2/11/1999	2188511	2/18/2000	IC28, IC42
Cranium Inc.	Australia	CRANIUM CLAY	779840	12/1/1998	779840	5/25/1999	IC28
Cranium Inc.	Canada	CRANIUM CLAY	898,698	12/7/1998	533,477	9/26/2000	
Cranium Inc.	United Kingdom	CRANIUM CLAY	2183317	12/1/1998	2183317	7/23/1999	IC28
Cranium, Inc.	USA	CRANIUM CLAY	7515,324	7/8/1998	2,322,441	2/22/2000	IC28

Applicant/Assignee Name	Country	Mark	App. Number	App. Date	Reg. Number	Reg. Date	Classes
Cranium, Inc.	USA	CRANIUM CONGA	78/096,036	11/30/2001	2,811,677	2/3/2004	IC28
Cranium Inc.	Norway	CRANIUM COSMO	2001.11349	10/9/2001	215312	8/8/2002	IC16, IC28, IC38, IC41
Cranium, Inc.	Switzerland	CRANIUM COSMO	09305/2001	9/21/2001	499,658	5/28/2002	IC16, IC28, IC41
Cranium, Inc.	USA	CRANIUM COSMO	78/054,774	3/23/2001	2,856,670	6/22/2004	IC41
Cranium, Inc.	USA	CRANIUM COSMO	78/054,769	3/23/2001	2,776,785	10/21/2003	IC28
Cranium, Inc.	USA	CRANIUM LOGO	75/854,420	11/22/1999	2,395,911	10/17/2000	IC28
Cranium, Inc.	USA	CRANIUM WONDER WORKS	78/826,387	3/1/2006			IC9, IC16, IC28
Cranium Inc.	Australia	CREATIVE CAT	775547	10/14/1998	775547	4/6/1999	IC28
Cranium Inc.	Canada	CREATIVE CAT	893,799	10/19/1998	535,156	10/19/2000	
Cranium Inc.	Community	CREATIVE CAT	1386895	11/17/1999	1386895	3/12/2001	IC16, IC28, IC41
Cranium Inc.	New Zealand	CREATIVE CAT	667310	10/30/2002	667310	5/1/2003	IC28
Cranium Inc.	Switzerland	CREATIVE CAT	50874/2003	3/18/2003	513,223	8/5/2003	IC16, IC28, IC41
Cranium Inc.	United Kingdom	CREATIVE CAT	2179656	10/15/1998	2179656	5/14/1999	IC28
Cranium, Inc.	USA	CREATIVE CAT	75/539,729	8/20/1998	2,396,336	10/17/2000	IC28
Cranium, Inc.	USA	CREATIVE CAT	76/975,592	9/7/2000	2,760,192	9/2/2003	IC25
Cranium Inc.	Canada	CREUSE CIBOULOT	1,112,273	8/9/2001	593,257	10/28/2003	
Cranium, Inc.	USA	CUBICROSS	78/069,974	6/19/2001	2,814,041	2/10/2004	IC28, IC41
Cranium, Inc.	Australia	DATA HEAD	775544	10/14/1998	775544	5/5/1999	IC28
Cranium Inc.	Canada	DATA HEAD	893,802	10/19/1998	536,140	10/30/2000	
Cranium Inc.	Community	DATA HEAD	1389063	11/17/1999	1389063	5/15/2002	IC16, IC28, IC41
Cranium Inc.	New Zealand	DATA HEAD	667311	10/30/2002	667311	5/1/2003	IC28
Cranium Inc.	United Kingdom	DATA HEAD	2179653	10/15/1998	2179653	7/9/1999	IC28
Cranium, Inc.	USA	DATA HEAD	75/529,909	8/3/1998	2,322,465	2/22/2000	IC28
Cranium, Inc.	USA	DATA HEAD	76/976,159	9/7/2000	2,811,610	2/3/2004	IC25
Cranium Inc.	Switzerland	DATAHEAD	50875/2003	3/18/2003	513,224	8/5/2003	IC16, IC28, IC41
Cranium Inc.	Argentina	DATO NAUTA	2,646,354	1/20/2006			IC28
Cranium Inc.	Chile	DATO NAUTA	701041	8/25/2005	749693	2/6/2006	IC28
Cranium Inc.	Colombia	DATO NAUTA	05120073	11/25/2005	318178	6/9/2006	IC28
Cranium Inc.	Mexico	DATO NAUTA	735448	8/23/2005	901678	9/27/2005	IC28
Cranium Inc.	Spain	DATO NAUTA	02537036/7	4/21/2003	2,537,036	10/24/2003	IC28
Cranium Inc.	Venezuela	DATO NAUTA	19094/2005	8/30/2005			IC28

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Cranium Inc.	Canada	DECOUVREZ LES EPATANTS TALENTS CACHES DE VOS AMIS!	1,112,275	8/9/2001	593,230	10/28/2003	
Cranium Inc.	Canada	DECOUVREZ LES TALENTS EPOUSTOUFLANTS DE VOS AMIS!	1,113,436	8/20/2001	593,269	10/28/2003	
Cranium Inc.	Canada	DESSINATONS	1,112,271	8/9/2001	593,272	10/28/2003	
Cranium, Inc.	USA	DOUBLE MEANIE	78/975,459	6/19/2001	2,880,456	8/31/2004	IC28
Cranium Inc.	Canada	EPELLOTHON	1,110,419	7/23/2001	593,274	10/28/2003	
Cranium Inc.	Canada	ETOILE MONTANTE	1,110,997	7/26/2001	587,081	8/13/2003	
Cranium Inc.	Community	ETOILE MONTANTE	2993715	1/2/2003	2993715	10/11/2004	IC16, IC28, IC41
Cranium, Inc.	Australia	EVERYONE SHINES	1096437	1/30/2006	1096437	6/29/2006	IC9, IC16, IC25, IC28, IC41
Cranium, Inc.	Canada	EVERYONE SHINES	1,289,641	2/1/2006			
Cranium, Inc.	Community	EVERYONE SHINES	004725412	11/4/2005	004725412	10/23/2006	IC9, IC16, IC25, IC28, IC41
Cranium, Inc.	New Zealand	EVERYONE SHINES	742116	1/30/2006			IC9, IC16, IC25, IC28, IC41
Cranium, Inc.	United Kingdom	EVERYONE SHINES	2405701	11/4/2005	2405701	4/28/2006	IC9, IC16, IC25, IC28, IC41
Cranium, Inc.	USA	EVERYONE SHINES	78/684,097	8/2/2005			IC9, IC16, IC25, IC28, IC41
Cranium, Inc.	USA	FACTOID	75/444,227	3/4/1998	2,324,900	2/29/2000	IC28
Cranium Inc.	Norway	FAKTONAUT	2003.04444	5/9/2003	222,861	4/14/2004	IC16, IC28, IC41
Cranium Inc.	Canada	FRAGMOTS	1,111,101	7/26/2001	593,228	10/28/2003	
Cranium, Inc.	USA	FUNFOLIO	78/745,889	11/2/2005			IC16
Cranium Inc.	Argentina	GATO CREATIVO	2,646,353	1/20/2006			IC28
Cranium Inc.	Chile	GATO CREATIVO	701040	8/25/2005	749694	2/6/2006	IC28
Cranium Inc.	Colombia	GATO CREATIVO	05086062	8/29/2005	312721	3/10/2006	IC28
Cranium Inc.	Mexico	GATO CREATIVO	735450	8/23/2005	901679	9/27/2005	IC28
Cranium Inc.	Spain	GATO CREATIVO	02537035/9	4/21/2003	2,537,035	10/24/2003	IC28
Cranium Inc.	Venezuela	GATO CREATIVO	19095/2005	8/30/2005	P271551	6/19/2006	IC28
Cranium, Inc.	USA	GET-UP	78/279,638	7/28/2003	2,979,070	7/26/2005	IC28
Cranium, Inc.	Australia	GIGGLE GEAR	1097598	2/6/2006			IC9, IC16, IC25, IC28, IC41

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Cranium, Inc.	Community	GIGGLE GEAR	004886982	2/8/2006			IC9, IC16, IC25, IC28, IC41
Cranium, Inc.	New Zealand	GIGGLE GEAR	742435	2/6/2006			IC9, IC16, IC25, IC28, IC41
Cranium, Inc.	USA	GNILLEPS	75/444,423	3/4/1998	2,263,762	7/20/1999	IC28
Cranium, Inc.	USA	GRAB & GO	78/759,759	11/22/2005			IC28
Cranium Inc.	Australia	HOOPLA	927419	9/17/2002	927419	4/29/2003	IC16, IC28, IC41
Cranium Inc.	Canada	HOOPLA	1,149,119	8/7/2002			
Cranium Inc.	Community	HOOPLA	2868545	9/27/2002	2868545	7/19/2004	IC16, IC28, IC41
Cranium Inc.	New Zealand	HOOPLA	665245	9/25/2002	665245	3/27/2003	IC28
Cranium Inc.	New Zealand	HOOPLA	665246	9/25/2002	665246	12/8/2003	IC41
Cranium Inc.	New Zealand	HOOPLA	665244	9/25/2002	665244	12/8/2003	IC16
Cranium Inc.	Switzerland	HOOPLA	50211/2003	1/23/2003	508.533	3/25/2003	IC16, IC28, IC41
Cranium, Inc.	USA	HOOPLA	78/977,421	4/16/2002	3,166,818	10/31/2006	IC28
Cranium Inc.	Argentina	HULLABALOO	2,646,352	1/20/2006			IC28
Cranium, Inc.	Australia	HULLABALOO	1018511	9/1/2004	1018511	4/4/2006	IC28
Cranium Inc.	Canada	HULLABALOO	1,180,902	6/20/2003			
Cranium Inc.	Chile	HULLABALOO	701039	8/25/2005	751660	2/23/2006	IC28
Cranium Inc.	Colombia	HULLABALOO	05086064	8/29/2005	312722	3/10/2006	IC28
Cranium Inc.	Community	HULLABALOO	3229531	6/17/2003	3229531	1/31/2005	IC9, IC16, IC28, IC41
Cranium Inc.	Mexico	HULLABALOO	735451	8/23/2005	901680	9/27/2005	IC28
Cranium, Inc.	USA	HULLABALOO	78/975,534	12/23/2002	2,900,882	11/2/2004	IC28
Cranium Inc.	Venezuela	HULLABALOO	19096/2005	8/30/2005	P271552	6/19/2006	IC28
Cranium, Inc.	USA	HUMDINGER	75/444,228	3/4/1998	2,324,901	2/29/2000	IC28
Cranium, Inc.	Australia	KID CRANIUM	785165	2/11/1999	785165	6/23/2000	IC28
Cranium Inc.	United Kingdom	KID CRANIUM	2188493	2/11/1999	2188493	2/11/2000	IC28
Cranium Inc.	Benelux	KNAPPE KOP	1033923	6/2/2003	0744643	4/1/2004	IC16, IC28, IC41
Cranium Inc.	Sweden	KONSTKATT	2003/04358	7/24/2003	365,320	1/23/2004	IC16, IC28, IC41
Cranium, Inc.	Argentina	KRANIUM	2,629,303	10/31/2005			IC25
Cranium Inc.	Canada	LE JEU QUI FAIT LE TOUR DE VOTRE CERVEAU	1,110,421	7/23/2001	600,401	1/23/2004	
Cranium, Inc.	USA	LEXICON	75/450,681	3/16/1998	2,269,892	8/10/1999	IC28
Cranium, Inc.	Canada	L'IOBALLON	1,239,172	11/25/2004			
Cranium, Inc.	Community	L'IOBALLON	004139572	11/26/2004	004139572	2/7/2006	IC16, IC28, IC41
Cranium, Inc.	Switzerland	L'IOBALLON	58063/2004	11/24/2004	533790	6/7/2005	IC16, IC28, IC41

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Cranium Inc.	Sweden	LJUSHUVUD	2003/02851	5/2/2003	364 020	11/14/2003	IC16, IC28, IC41
Cranium Inc.	Argentina	LOMBRI LETRAS	2.646.351	1/20/2006			IC28
Cranium Inc.	Chile	LOMBRI LETRAS	701038	8/25/2005	751659	2/23/2006	IC28
Cranium Inc.	Colombia	LOMBRI LETRAS	05086066	8/29/2005	312723	3/10/2006	IC28
Cranium Inc.	Mexico	LOMBRI LETRAS	735452	8/23/2005	901681	9/27/2005	IC28
Cranium Inc.	Spain	LOMBRI LETRAS	02537034/0	4/21/2003	2.537.034	10/24/2003	IC28
Cranium Inc.	Venezuela	LOMBRI LETRAS	19097/2005	8/30/2005			IC28
Cranium, Inc.	USA	LUNCH MUNCH	78/945,212	8/4/2006			IC9, IC28, IC41
Cranium, Inc.	USA	MAD CAP	78/069,960	6/19/2001	2,815,695	2/17/2004	IC16, IC28, IC41
Cranium Inc.	Norway	MALEMESTER	2003.04443	5/9/2003	222.859	4/14/2004	IC16, IC28, IC41
Cranium, Inc.	USA	MATCHBATCH	78/069,975	6/19/2001	2,846,358	5/25/2004	IC16, IC28, IC41
Cranium, Inc.	USA	MINDREADER	78/975,607	4/1/2003	2,929,888	3/1/2005	IC28
Cranium, Inc.	USA	MINIMAX	78/975,486	6/19/2001	2,883,346	9/7/2004	IC28
Cranium Inc.	Community	NEURO NAUTE	2993814	1/2/2003	2993814	10/11/2004	IC16, IC28, IC41
Cranium, Inc.	USA	NURTURE YOUR CHILD'S NATURAL GENIUS	77/008,526	9/27/2006			IC9, IC16, IC20, IC21, IC25, IC28, IC41
Cranium, Inc.	Community	OOPS 'N DAISY	005859186	4/26/2007			IC9, IC16, IC28
Cranium, Inc.	USA	OOPS 'N DAISY	77/129,426	3/13/2007			IC9, IC20, IC21, IC28, IC41
Cranium Inc.	Norway	ORDSNOK	2003.04445	5/9/2003	222.862	4/14/2004	IC16, IC28, IC41
Cranium Inc.	Sweden	ORDSNOK	2003/02849	5/2/2003	367262	6/4/2004	IC28
Cranium, Inc.	USA	OUTRAGEOUS FUN FOR EVERYONE	78/976,233	12/5/2003	2,996,107	9/13/2005	IC28
Cranium, Inc.	USA	PICTOQUEST	78/069,961	6/19/2001	2,820,400	3/2/2004	IC16, IC28, IC41
Cranium Inc.	Finland	PIILOTAHTI	T200301109	4/30/2003	229409	1/15/2004	IC16, IC28, IC41
Cranium, Inc.	USA	PIRATE'S PASSAGE	78/945,206	8/4/2006			IC9, IC28, IC41
Cranium Inc.	Italy	PITTO GATTO	TO2003C002248	8/12/2003			IC16, IC28, IC41
Cranium Inc.	Australia	PLANET CRANIUM	779841	12/19/1998	779841	5/25/1999	IC28
Cranium, Inc.	Canada	PLANET CRANIUM	898,699	12/7/1998	540,996	2/8/2001	
Cranium Inc.	United Kingdom	PLANET CRANIUM	2183331	12/1/1998	2183331	7/23/1999	IC28
Cranium, Inc.	USA	PLANET CRANIUM	78/825,103	2/28/2006			IC28, IC41
Cranium Inc.	Australia	PLAY WITH YOUR BRAIN	785163	2/11/1999	785163	12/6/2000	IC28
Cranium, Inc.	Canada	PLAY WITH YOUR BRAIN	1,005,183	2/12/1999	593,024	10/24/2003	

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Cranium Inc.	United Kingdom	PLAY WITH YOUR BRAIN	2188491	2/11/1999	2188491	9/3/1999	IC28
Cranium, Inc.	USA	PLAY WITH YOUR BRAIN	75/539,569	8/20/1998	2,635,690	10/15/2002	IC28
Cranium Inc.	Benelux	POEKIE PALET	1033924	6/2/2003	0744644	4/4/2004	IC16, IC28, IC41
Cranium, Inc.	USA	POLYGRAPH	75/444,424	3/4/1998	2,263,763	7/20/1999	IC28
Cranium, Inc.	Canada	POP 5	1,281,264	11/16/2005			
Cranium, Inc.	USA	POP 5	78/750,770	11/9/2005			IC16, IC28, IC41
Cranium, Inc.	USA	PUNCH LIST	78/069,964	6/19/2001	2,776,803	10/21/2003	IC16, IC28, IC41
Cranium Inc.	Norway	RAMPELYST	2003.04442	5/9/2003	222.858	4/14/2004	IC16, IC28, IC41
Cranium Inc.	Canada	RELEPE	1,110,420	7/23/2001	593,168	10/27/2003	
Cranium, Inc.	USA	SCULPTORADES	75/483,666	5/12/1998	2,269,906	8/10/1999	IC28
Cranium Inc.	Canada	SCULPTORAMA	1,110,998	7/26/2001	593,109	10/27/2003	
Cranium, Inc.	USA	SELECTAQUEST	75/445,989	3/6/1998	2,293,571	11/16/1999	IC28
Cranium Inc.	Canada	SELECTOGRAMME	1,110,999	7/26/2001	593,107	10/27/2003	
Cranium, Inc.	USA	SENSOSKETCH	75/445,988	3/6/1998	2,327,263	3/7/2000	IC28
Cranium Inc.	Benelux	SHOW SPETTER	1033921	6/2/2003	0744641	4/1/2004	IC16, IC28, IC41
Cranium Inc.	Canada	SOSIEMANIE	1,111,000	7/26/2001	593,266	10/28/2003	
Cranium, Inc.	Australia	SOUNDS OF THE SEASHORE	1078301	9/29/2005	1078301	6/1/2006	IC16, IC28, IC41
Cranium, Inc.	Canada	SOUNDS OF THE SEASHORE	1,275,821	10/7/2005			
Cranium, Inc.	Community	SOUNDS OF THE SEASHORE	004631487	10/4/2005	004631487	10/27/2006	IC16, IC28, IC41
Cranium, Inc.	New Zealand	SOUNDS OF THE SEASHORE	736411	9/29/2005	736411	8/10/2006	IC16, IC28, IC41
Cranium, Inc.	USA	SOUNDS OF THE SEASHORE	78/716,935	9/20/2005	3,172,712	11/14/2006	IC28
Cranium, Inc.	USA	SOUNDSTAGE	78/127,009	5/7/2002	2,858,789	6/29/2004	IC28
Cranium, Inc.	USA	SPELLBOUND	75/444,415	3/4/1998	2,263,761	7/20/1999	IC28
Cranium, Inc.	USA	SQUAWKBOX CARDS	78/945,226	8/4/2006			IC9, IC28, IC41
Cranium Inc.	Argentina	STAR ESTELAR	2,646,349	1/20/2006			IC28
Cranium Inc.	Chile	STAR ESTELAR	701037	8/25/2005	751658	2/23/2006	IC28
Cranium Inc.	Colombia	STAR ESTELAR	05086067	8/29/2005	312724	3/10/2006	IC28
Cranium Inc.	Mexico	STAR ESTELAR	735453	8/23/2005	901682	9/27/2005	IC28
Cranium Inc.	Spain	STAR ESTELAR	02537037	4/21/2003	2,537,037	10/24/2003	IC28
Cranium Inc.	Venezuela	STAR ESTELAR	19089/2005	8/30/2005			IC28
Cranium Inc.	Australia	STAR PERFORMER	775546	10/14/1998	775546	7/7/2000	IC28

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Cranium Inc.	Canada	STAR PERFORMER	893,893	10/20/1998	557,898	2/14/2002	
Cranium Inc.	Community	STAR PERFORMER	1387562	11/17/1999	1387562	10/14/2002	IC9, IC16, IC28, IC41
Cranium Inc.	New Zealand	STAR PERFORMER	667312	10/30/2002	667312	5/1/2003	IC28
Cranium Inc.	United Kingdom	STAR PERFORMER	2179562	10/15/1998	2179562	4/23/1999	IC28
Cranium, Inc.	USA	STAR PERFORMER	76/975,155	9/7/2000	2,707,938	4/15/2003	IC25
Cranium, Inc.	USA	STAR PERFORMER	75/539,734	6/12/2001	2,460,061	1/30/2001	IC28
Cranium Inc.	Switzerland	STARPERFORMER	50873/2003	3/18/2003	521,139	5/18/2004	IC16, IC28, IC41
Cranium Inc.	Italy	STELLA LA STAR	TO2003C001098	4/18/2003			IC16, IC28, IC41
Cranium Inc.	Sweden	STJARNSKOTT	2003/02848	5/2/2003	367102	5/28/2004	IC16, IC28
Cranium, Inc.	USA	STUNT DOUBLE	78/069,968	6/19/2001	2,815,696	2/17/2004	IC16, IC28, IC41
Cranium, Inc.	USA	SUPER FORT	78/760,971	11/25/2005	3,236,334	5/1/2007	IC28
Cranium, Inc.	USA	SUPER SHOWDOWN	78/814,812	2/14/2006			IC16, IC28
Cranium Inc.	Canada	SUPERSOLO	1,111,002	7/26/2001	593,232	10/28/2003	
Cranium, Inc.	Australia	THE GAME FOR YOUR WHOLE BRAIN	785164	2/11/1999	785164	3/13/2001	IC28
Cranium, Inc.	Canada	THE GAME FOR YOUR WHOLE BRAIN	1,005,184	2/12/1999	536,643	11/6/2000	
Cranium Inc.	Community	THE GAME FOR YOUR WHOLE BRAIN	1521947	2/21/2000	1521947	2/15/2001	IC9, IC16, IC28
Cranium Inc.	United Kingdom	THE GAME FOR YOUR WHOLE BRAIN	2188492	2/11/1999	2188492	1/28/2000	IC28
Cranium, Inc.	USA	THE GAME FOR YOUR WHOLE BRAIN	75/539,552	8/20/1998	2,570,339	5/14/2002	IC28
Cranium, Inc.	USA	THE GAME OF TUNES, TWISTS AND TOPSY-TURVY FUN	78/975,569	3/7/2003	2,929,886	3/1/2005	IC28
Cranium, Inc.	USA	THE OUTRAGEOUSLY FUN GAME WHERE EVERY SECOND COUNTS	78/129,927	5/20/2002	2,849,279	6/1/2004	IC28
Cranium Inc.	Community	TRAINIUM	2150878	3/27/2001	2150878	12/16/2003	IC16, IC28, IC41, IC42
Cranium Inc.	Japan	TRAINIUM	2001-23752	3/15/2001	4602508	9/6/2002	IC16, IC41, IC42
Cranium, Inc.	USA	TRANSLATOR	78/069,969	6/19/2001	2,815,697	2/17/2004	IC16, IC28, IC41
Cranium, Inc.	Australia	TUNE TWISTER	1110441	4/24/2006			IC16, IC28, IC41

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Cranium, Inc.	Canada	TUNE TWISTER	1,300,841	4/24/2006			
Cranium, Inc.	Community	TUNE TWISTER	005034483	4/23/2006			IC16, IC28, IC41
Cranium, Inc.	USA	TUNE TWISTER	78739,390	10/24/2005			IC16, IC28, IC41
Cranium, Inc.	USA	TWEENER	78127,004	5/7/2002	3,042,371	11/10/2006	IC28
Cranium Inc.	Finland	VALOPAA	T200301111	4/30/2003	231100	9/30/2004	IC16, IC28, IC41
Cranium Inc.	Canada	VER DE VERS	1,110,996	7/26/2001	587,610	8/20/2003	
Cranium Inc.	Canada	VOCABU VER	1,112,274	8/9/2001	593,097	10/27/2003	
Cranium Inc.	Community	VOCABU VER	2993756	1/2/2003	2993756	10/11/2004	IC16, IC28, IC41
Cranium, Inc.	USA	WACKY WORDS	78/814,807	2/14/2006			IC16, IC28
Cranium, Inc.	Australia	WHOONU	78/440,911	12/13/2004	1034143	5/25/2005	IC28, IC41
Cranium, Inc.	Canada	WHOONU	1,241,791	12/15/2004			
Cranium, Inc.	Community	WHOONU	004168332	12/13/2004	004168332	2/12/2006	IC28, IC41
Cranium, Inc.	New Zealand	WHOONU	722763	12/13/2004	722763	6/16/2005	IC28, IC41
Cranium, Inc.	USA	WHOONU	78/976,859	6/24/2004	3,086,773	4/25/2006	IC28
Cranium, Inc.	Argentina	WONDERWORKS	2,624,989	10/14/2005			IC28
Cranium, Inc.	Australia	WONDERWORKS	1080904	10/14/2005	1080904	3/31/2006	IC28
Cranium, Inc.	Canada	WONDERWORKS	1,276,746	10/14/2005			
Cranium, Inc.	Chile	WONDERWORKS	707336	10/14/2005	755498	4/5/2006	IC28
Cranium, Inc.	Colombia	WONDERWORKS	05105862	10/18/2005	318172	6/9/2006	IC28
Cranium, Inc.	Community	WONDERWORKS	004651329	10/13/2005			IC9, IC16, IC28
Cranium, Inc.	Mexico	WONDERWORKS	744956	10/14/2005	922972	2/28/2006	IC28
Cranium, Inc.	New Zealand	WONDERWORKS	737156	10/14/2005	737156	9/7/2006	IC28
Cranium, Inc.	USA	WONDERWORKS	78/610,101	4/15/2005			IC9, IC16, IC28
Cranium, Inc.	Venezuela	WONDERWORKS	22754/2005	10/13/2005			IC28
Cranium Inc.	Benelux	WORD WURM	1033922	6/2/2003	0744642	4/1/2004	IC16, IC28, IC41
Cranium Inc.	Australia	WORD WORM	775545	10/14/1998	775545	4/6/1999	IC28
Cranium Inc.	Canada	WORD WORM	893,891	10/20/1998	557,478	2/6/2002	
Cranium Inc.	Community	WORD WORM	1387307	11/17/1999	1387307	12/4/2000	IC16, IC28, IC41
Cranium Inc.	New Zealand	WORD WORM	667313	10/30/2002	667313	5/1/2003	IC28
Cranium Inc.	United Kingdom	WORD WORM	2179654	10/15/1998	2179654	5/28/1999	IC28
Cranium, Inc.	USA	WORD WORM	75/539,556	8/20/1998	2,309,966	1/18/2000	IC28
Cranium, Inc.	USA	WORD WORM	76/975,166	9/7/2000	2,701,372	3/25/2003	IC28
Cranium Inc.	Switzerland	WORDWORM	50872/2003	3/18/2003	513,222	8/5/2003	IC16, IC28, IC41
Cranium, Inc.	Australia	YOU WILL NOT BELIEVE WHAT YOUR FRIENDS CAN DO!	785168	2/11/1999	785168	7/20/1999	IC28

Applicant/Assignee Name	Country	Mark	App. Number	App. Date	Reg. Number	Reg. Date	Classes
Cranium, Inc.	Canada	YOU WILL NOT BELIEVE WHAT YOUR FRIENDS CAN DO!	1,005,180	2/12/1999	536,644	11/6/2000	
Cranium, Inc.	USA	YOU WILL NOT BELIEVE WHAT YOUR FRIENDS CAN DO!	75/535,856	8/13/1998	2,299,027	12/7/1999	IC28
Cranium Inc.	United Kingdom	YOU WILL NOT BELIEVE WHAT YOUR FRIENDS CAN DO! / YOU WILL NOT BELIEVE WHAT YOUR FRIENDS CAN DO	2188518	2/11/1999	2188518	9/3/1999	IC28
Cranium, Inc.	USA	ZELPUZ	75/445,987	3/6/1998	2,324,905	2/29/2000	IC28
Cranium, Inc.	Argentina	ZIGITY	2,646,350	1/20/2006			IC28
Cranium, Inc.	Chile	ZIGITY	701036	8/25/2005	751657	2/23/2006	IC28
Cranium Inc.	Community	ZIGITY	3509882	10/31/2003	3509882	4/20/2005	IC16, IC28, IC41
Cranium, Inc.	Mexico	ZIGITY	735454	8/23/2005	901683	9/27/2005	IC28
Cranium, Inc.	USA	ZIGITY	78/976,103	9/11/2003	2,974,700	7/19/2005	IC28
Cranium, Inc.	Venezuela	ZIGITY	19091/2005	8/30/2005	P271547	6/19/2006	IC28
Cranium, Inc.	Australia	ZOOREKA	1080470	10/12/2005	1080470	6/29/2006	IC16, IC28, IC41
Cranium, Inc.	Canada	ZOOREKA	1,276,741	10/17/2005			
Cranium, Inc.	Community	ZOOREKA	004655387	10/14/2005	004655387	10/17/2006	IC16, IC28, IC41
Cranium, Inc.	New Zealand	ZOOREKA	737021	10/12/2005	737021	11/9/2006	IC16, IC28
Cranium Inc.	USA	ZOOREKA	78/728,329	10/6/2005			IC16, IC28, IC41

Patents

See attached.

Country	Title	App. Number	App. Date	Patent Number	Issue Date
Australia	A Game Having Multiple Game Activities	55522/99	8/10/1999	747332	8/29/2002
Canada	A Game Having Multiple Game Activities	2,340,389	8/10/1999		
Japan	A Game Having Multiple Game Activities	2000-564725	8/10/1999		
USA	Backpack or Other Wearable Garment with Deployable Wings	11/626,235	1/23/2007		
Canada	Dress Up Activity Toy	2,541,862	10/15/2004		
EPC	Dress Up Activity Toy	04795230.4	10/15/2004		
USA	Dress-up Activity Toy	10/966,289	10/14/2004		
France	Game Device	01 4702	8/8/2001	01 4702	11/9/2001
Germany	Game Device	401 07 304.1	8/8/2001	401 07 304.1	11/13/2001
Italy	Game Device	RM20010000179	8/6/2001	82710	11/20/2003
Japan	Game Device	2001-23005	8/6/2001	1146033	5/10/2002
Spain	Game Device	152.050	8/8/2001	0152050	10/7/2002
United Kingdom	Game Device	2 103 784	8/7/2001	2 103 784	11/19/2001
USA	Game Having Multiple Game Activities	09/135,383	8/17/1998	6,279,909	8/28/2001
USA	Method of Instruction and Learning Using the Cranium Whole Brain Curriculum	60/899,991	2/6/2007		
China	Structure Building Toy				
EPC	Structure Building Toy	05808490.6	10/14/2005		
USA	Structure Building Toy	11/251,424	10/13/2005		

Schedule B To Security Agreement

LICENSES

None.

Schedule C To Security Agreement

PENDING LITIGATION

None.

Schedule D To Security Agreement

UCC or Other Filing Jurisdictions

- Washington (Cranium, Inc.)

Other Filings

1. United States Copyright Office

A. Grantor has executed in blank and delivered to Agent an assignment of Copyright Licenses and Copyrights set forth in Schedules A and B hereto. The assignment is in the form of Schedule E hereto. Grantor hereby authorizes Agent to complete and record with the U.S. Copyright Office each assignment upon the occurrence of an Event of Default that is continuing at the time of filing.

B. Grantor hereby authorizes Agent to file a copy of this Security Agreement with the United States Copyright Office for each Copyright License and Copyright set forth in Schedules A and B hereto.

2. United States Patent and Trademark Office

A. **Patents.** Grantor has executed conditional assignments (in the form of Schedule E hereto) for each Patent License and Patent set forth in Schedule A and B hereto. Grantor hereby authorizes Agent to file the conditional assignments with the U.S. Patent and Trademark Office (or the appropriate foreign patent office).

B. Trademarks

1. Grantor has executed in blank and delivered to Agent an assignment of Trademark Licenses and Trademarks set forth in Schedules A and B hereto. The assignment is in the form of Schedule E hereto. Grantor hereby authorizes Agent to complete and record with the United States Patent and Trademark (or the appropriate foreign or state office) each assignment upon the occurrence of an Event of Default that is continuing at the time of filing.

2. Grantor hereby authorizes Agent to file a copy of this Security Agreement with the United States Patent and Trademark Office for each Trademark License and Trademark now or hereafter set forth in Schedules A and B hereto.

3. Foreign Filings

Grantor shall promptly and duly execute, deliver and/or file any and all documents and instruments with any foreign recording office with respect to the Collateral that is Material IP and take such further action as Agent may reasonably deem necessary or desirable to perfect its security interest in such Collateral in any foreign jurisdiction, including, without limitation, any foreign patent, trademark and/or copyright office.

Schedule E To Security Agreement

Form Assignment Documents

1. FORM OF COPYRIGHT ASSIGNMENT

COPYRIGHT ASSIGNMENT

This Assignment Agreement (this "Assignment") is made this ___ day of _____, 200__, by and between [NAME], a [TYPE OF ENTITY] ("*Assignor*") and [NAME], a [TYPE OF ENTITY] ("*Assignee*") for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged.

Assignor hereby assigns, grants and delivers (and hereby further agrees to assign, grant and deliver) exclusively unto Assignee all rights, titles and interests of every kind and nature whatsoever in and to the [DESCRIBE COPYRIGHTED MATERIAL], Copyright Registration Nos. _____, copies of which are attached hereto as Annex 1 and incorporated herein by reference, and all copies, versions, and derivatives thereof, (collectively, the "*Works*"), including all copyrights therein and thereto, all licenses to or for the Works, all renewals thereof, and all copyright registrations therefor. The rights assigned include, but are not limited to, all rights to secure copyright registration, renewals and extensions for those copyrights in the United States and every other country of the world, as well as all rights of publication, right to license, rights to create derivative works and all other rights which are incident to copyright ownership, together with all claims for damages and other remedies by reason of past infringement of any of the foregoing intellectual property rights, with the right to sue for, and collect, the same for Assignee's own use and benefit. Assignor hereby waives and transfers to Assignee any and all moral rights that Assignor may have under the law of any jurisdiction to the maximum extent permissible under law, and acknowledges that Assignee shall have the right to add to, subtract from, rearrange, edit and/or change the Works.

Assignor further agrees to execute and deliver to Assignee, its successors and assigns, such other and further instruments and documents as Assignee reasonably may request for the purpose of establishing, evidencing and enforcing or defending its complete, exclusive, perpetual and worldwide ownership of all rights, titles and interests of every kind and nature whatsoever, including all copyrights, in and to any Work, and Assignor hereby constitutes and appoints Assignee as its agent and attorney-in-fact, with full power of substitution, to execute and deliver such documents or instruments as Assignor may fail or refuse to execute and deliver, this power and agency being coupled with an interest and being irrevocable.

Should there be any conflict between any provision of this Assignment and any present or future law (statutory or common law), contrary to which the parties have no legal or enforceable right to contract, the latter shall prevail, but in such event the provision of this Assignment affected shall be curtailed and limited only to the extent necessary to bring it within legal and enforceable requirements, and the other provisions of this Assignment shall not be affected but shall remain in full force and effect.

Agreed to and accepted this ____ day of _____ 200__

[ASSIGNOR]:

[ASSIGNEE]:

By: _____
Name:
Title:

By: _____
Name:
Title:

Annex 1

[PHOTO OR COPY OF THE WORK PLUS REGISTRATION INFO]

2. FORM OF CONDITIONAL ASSIGNMENT OF PATENTS

CONDITIONAL ASSIGNMENT OF PATENTS

THIS CONDITIONAL ASSIGNMENT is made this ____ day of _____, 200__, by and between [NAME], a [TYPE OF ENTITY] ("*Assignee*"), and _____, a _____ corporation having its principal offices at _____ ("*Assignor*").

WITNESSETH:

WHEREAS, Assignor is the sole owner of all right, title and interest in and to or the licensee of the patents, patent applications and inventions identified on attached Annex 1, which is incorporated by reference, and all corresponding patents and patent applications in all jurisdictions worldwide, and divisions, continuations, continuations-in-part, reissues, reexaminations, renewals or extensions thereof, any patent issuing thereon, and all licenses to or for such patents (collectively, the "*Patents*");

WHEREAS, simultaneously with the execution of this Conditional Assignment Assignor received a term loan (the "*Term Loan*") from the Assignee pursuant to that certain Loan and Security Agreement dated as of May __, 2007, between the Assignor and the Assignee (such agreement, as amended, restated, supplemented or otherwise modified from time to time, the "*Loan and Security Agreement*");

WHEREAS, as a material inducement to Assignee providing the Term Loan, Assignor has simultaneously executed an Intellectual Property Security Agreement dated as of the date hereof, by and between the Assignor and Assignee (the "*Intellectual Property Security Agreement*") among other matters, granting a lien in and a conditional assignment of the Patents;

WHEREAS, pursuant to the Intellectual Property Security Agreement and 37 C.F.R. § 3.56, Assignor desires to assign to Assignee, upon an Event of Default (as defined in the Loan and Security Agreement) the entire right, title and interest in and to the Patents and Assignee wishes to obtain, upon an Event of Default, the entire right, title and interest in and to the Patents;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor, pursuant to 37 C.F.R. §3.56, conditionally assigns all right, title and interest in and to the Patents, including all rights to sue and recover for the past infringement thereof, and any and all causes of action related thereto, to Assignee, provided that such assignment is conditioned upon the occurrence of an Event of Default. Upon the occurrence of an Event of Default, all right, title and interest in and to the Patents along with any and all rights of enforcement with respect to the Patents, including all rights to sue and recover for the past infringement thereof, and any and all causes of action related thereto shall be, and are hereby, immediately and irrevocably assigned, transferred, set over and conveyed to Assignee.

2. Assignor also agrees at any time to execute and to deliver upon request of Assignee such additional documents as the Assignee may deem necessary or desirable to secure patent protection throughout the world, and otherwise to do whatever necessary to give the full effect to and perfect the rights of the Assignee under this Assignment, including the execution, delivery and procurement of such other documents evidencing this Assignment as the Assignee may deem necessary or desirable.

3. The parties acknowledge and agree that this assignment is conditional upon the occurrence of an Event of Default and that presently, and until the occurrence of an Event of Default, there has been no assignment of the Patents. Therefore, until an Event of Default has occurred, the Assignor enjoys all of the substantive rights of patent ownership, including, without limitation, the right to sue for infringement, the right to prosecute any pending related applications and the duty to pay all maintenance fees for the Patents.

4. In the event Assignee was, is or becomes a party to or other participant in, or is threatened to be made a party to or other participant in, a threatened, pending or completed action, claim, suit or proceeding by reason of (or arising or allegedly arising in any manner out of or relating to in whole or in part) this Conditional Assignment, Assignor to the fullest extent permitted by applicable law shall indemnify and hold harmless the Assignee from and against any and all losses, damages, judgments, awards, fines, penalties, amounts paid or payable in settlement, deficiencies and expenses (including, without limitation, all reasonable attorney's fees, costs, witness fees and expenses, interest, assessments, and other charges) suffered, incurred or sustained by the Assignee or to which the Assignee becomes subject, resulting from, arising out of or relating to such action, claim, suit or proceeding (it being understood that any such losses, damages, judgments, awards, fines, penalties, amounts, deficiencies and expenses shall be paid or reimbursed (as applicable) by Assignor as soon as practicable but in any event no later than 15 days after written request is made to Assignor accompanied by supporting documentation), provided that such indemnity shall not be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and unappealable judgment to have resulted from the gross negligence or willful misconduct of Assignee. The Assignee shall give Assignor written notice of any action, claim, suit or proceeding (accompanied by such reasonable supporting documentation as may be in the Assignee's possession) as soon as practicable after the Assignee becomes aware thereof; provided that the failure of the Assignee to give such notice shall not relieve Assignor of its indemnification obligations under this Conditional Assignment.

5. Upon the occurrence of an Event of Default all of the foregoing Patents shall be held and enjoyed by Assignee for its own use and for the use of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this conditional transfer to Assignee had not been made. This Assignment is not intended to limit Assignor's obligation pursuant to the Loan and Security Agreement to assign patents and patent applications that have not been included in Schedule 1.

IN WITNESS WHEREOF, Assignor has caused this instrument of Conditional Assignment to be executed and its corporate seal to be hereunto affixed.

Agreed to and accepted this ___ day of _____ 200__.

[ASSIGNOR]:

[ASSIGNEE]:

By: _____

By: _____

Name:

Name:

Title:

Title:

ANNEX 1

Country

Patent No.

Issue Date

Title

3. FORM OF TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT

WHEREAS, [NAME], a [STATE] corporation; having its principal place of business at _____ (“Assignor”) has used the trademarks, _____, Registration Nos. _____, registered in the United States Patent and Trademark Office as set forth on the attached Annex 1, which is incorporated herein by reference (collectively, the “Marks”); and

WHEREAS, [NAME], a [TYPE OF ENTITY], having its principal place of business at _____ (“Assignee”) is desirous of acquiring any and all rights that Assignor may have in and to the Marks and the registrations thereof, together with the goodwill of the business in connection with which any of the Marks is used and which is symbolized by such Mark, along with the right to pursue claims and recover damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, convey and deliver (and agrees further to assign, transfer, convey and deliver) unto Assignee all right, title and interest in and to each Mark, including the registration therefor and any common law rights therein, in the United States and throughout the world, and any and all similar designations thereto, together with the goodwill of the business in connection with which such Mark is used and which is symbolized by such Mark, along with any and all licenses to or for such Mark and the right to pursue claims and recover damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts that Assignee may require in order to vest all of Assignor’s right, title, and interest in and to each Mark in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Agreed to and accepted this ___ day of _____ 200__.

[ASSIGNOR]:

[ASSIGNEE]:

By: _____
Name:
Title:

By: _____
Name:
Title:

ANNEX 1

Registrant:

Mark:

Reg. No.:

Classes:

Reg. Date: