

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name                   | Formerly                            | Execution Date | Entity Type             |
|------------------------|-------------------------------------|----------------|-------------------------|
| Inspired Studios, Inc. | FORMERLY Peter Pan Industries, Inc. | 08/01/2006     | CORPORATION: NEW JERSEY |

**RECEIVING PARTY DATA**

|                        |                                  |
|------------------------|----------------------------------|
| <b>Name:</b>           | Israel Discount Bank of New York |
| <b>Street Address:</b> | 511 Fifth Avenue                 |
| <b>City:</b>           | New York                         |
| <b>State/Country:</b>  | NEW YORK                         |
| <b>Postal Code:</b>    | 10017                            |
| <b>Entity Type:</b>    | CORPORATION: NEW YORK            |

**PROPERTY NUMBERS Total: 88**

| Property Type        | Number  | Word Mark                 |
|----------------------|---------|---------------------------|
| Registration Number: | 1886636 | GEMSTONE GEENIES          |
| Registration Number: | 1473188 | PETER PAN                 |
| Registration Number: | 1992748 | 21 DAY JUMP START PROGRAM |
| Registration Number: | 1942485 | 70 OUNCES OF GOLD         |
| Registration Number: | 2032619 | AMBASSADOR SOFTWARE       |
| Registration Number: | 2022549 | ANGELIC LIGHT             |
| Registration Number: | 2032832 | FANTASY FACTORY           |
| Registration Number: | 2036144 | HIT THE SPOT              |
| Registration Number: | 2089939 | HIT THE SPOT              |
| Registration Number: | 1925188 | JA                        |
| Registration Number: | 2088374 | KITSCH KASSEROLE          |
| Registration Number: | 2246544 | LA CASA                   |
| Registration Number: | 1673119 | MUGS-N-TOPS               |
| Registration Number: | 1790161 | PARADE                    |

CH \$2215.00 1886636

|                      |          |                         |
|----------------------|----------|-------------------------|
| Registration Number: | 2124081  | PARADE SOFTWARE         |
| Registration Number: | 1460040  | PETER PAN               |
| Registration Number: | 1790222  | PETER PAN               |
| Registration Number: | 1831779  | PETER PAN               |
| Registration Number: | 2044204  | PETER PAN SOFTWARE      |
| Registration Number: | 2112116  | PIZZA DISC              |
| Registration Number: | 0868200  | POWER                   |
| Registration Number: | 1690570  | PPI ENTERTAINMENT GROUP |
| Registration Number: | 1938377  | SENSUOUS SAX            |
| Registration Number: | 1966374  | THE FIT PRICE           |
| Registration Number: | 2209422  | THE METHOD              |
| Registration Number: | 2211460  | THE SOFT PRICE          |
| Registration Number: | 1936439  | TRIMWALK                |
| Registration Number: | 1787288  | TROLLIES                |
| Registration Number: | 2241136  | COMPOSE TROPICO         |
| Registration Number: | 1803147  | COMPOSE                 |
| Registration Number: | 0851929  | CURRENT                 |
| Registration Number: | 2090590  | DANCE FEVER             |
| Registration Number: | 1383815  | KASEN                   |
| Registration Number: | 0854624  | MOUNTAIN DEW            |
| Registration Number: | 2492697  | OPTIMIZER               |
| Registration Number: | 2405721  | PROM RECORDS            |
| Registration Number: | 2492721  | QUICKFIX                |
| Registration Number: | 1523562  | RAVES                   |
| Registration Number: | 2474548  | THE METHOD              |
| Registration Number: | 0828575  | TIFTON                  |
| Registration Number: | 1968936  | TINKERBELL              |
| Registration Number: | 2309255  | XTRALITE                |
| Serial Number:       | 75180989 | BIKER BILL              |
| Serial Number:       | 76187127 | BODY BY CHOICE          |
| Serial Number:       | 76186974 | BODY BY CHOICE          |
| Serial Number:       | 76226004 | CURRENT                 |
| Serial Number:       | 76226006 | CURRENT                 |
| Serial Number:       | 76226007 | EMERGENCY WORKOUT       |
| Serial Number:       | 75562866 | EMPOWER                 |

|                |          |                     |
|----------------|----------|---------------------|
| Serial Number: | 74146499 | FOXY                |
| Serial Number: | 74485680 | JA REGGAE           |
| Serial Number: | 74021621 | LAMBADA BAILAR      |
| Serial Number: | 76156717 | LIFEFORCE DYNAMICS  |
| Serial Number: | 76187126 | MAXIMIZER           |
| Serial Number: | 75275580 | MENEO               |
| Serial Number: | 76187154 | MINNAMIZER          |
| Serial Number: | 76243328 | NEW METHOD          |
| Serial Number: | 76243329 | ORIGINAL METHOD     |
| Serial Number: | 74558861 | PETER PAN           |
| Serial Number: | 75563245 | PETER PAN PRESS     |
| Serial Number: | 75069422 | PIG TV              |
| Serial Number: | 76198214 | PLANET WORKOUT      |
| Serial Number: | 76198215 | PLANET WORKOUT      |
| Serial Number: | 75275581 | PRIMERO             |
| Serial Number: | 76205055 | QUICKFIX            |
| Serial Number: | 76228998 | QUICKFIX BLENDER    |
| Serial Number: | 76226005 | QUICKFIX            |
| Serial Number: | 76156718 | SCOOTZ              |
| Serial Number: | 74290758 | TENNIS FOR TOTS     |
| Serial Number: | 75491927 | THE METHOD          |
| Serial Number: | 74266871 | TROLLIES TRIPLETES  |
| Serial Number: | 74266870 | TROLLIES TROLL PETS |
| Serial Number: | 74262253 | TROLLKINS           |
| Serial Number: | 74364349 | TROUBLE TROLLIES    |
| Serial Number: | 74417351 | ULTIMATE ABS        |
| Serial Number: | 75739551 | UWF                 |
| Serial Number: | 76187125 | WORKOUT EMERGENCY   |
| Serial Number: | 76198216 | WORKOUT PLANET      |
| Serial Number: | 76198217 | WORKOUT PLANET      |
| Serial Number: | 75739550 | BOUNCE              |
| Serial Number: | 74546589 | POWER               |
| Serial Number: | 72129895 | DIPLOMAT            |
| Serial Number: | 72278321 | PETER PAN           |
| Serial Number: | 74417357 | SOAP STAR WORKOUT   |

|                      |          |                            |
|----------------------|----------|----------------------------|
| Serial Number:       | 75585734 | MINDSET                    |
| Registration Number: | 0855568  | PETER PAN                  |
| Registration Number: | 2070111  | POWER TOOLS                |
| Serial Number:       | 75739552 | URBAN WRESTLING FEDERATION |

**CORRESPONDENCE DATA**

Fax Number: (202)739-3001

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 202-739-5652

Email: chowell@morganlewis.com

Correspondent Name: Cathrerine R. Howell, Paralegal

Address Line 1: 1111 Pennsylvania Ave., N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

|                         |                                |
|-------------------------|--------------------------------|
| ATTORNEY DOCKET NUMBER: | 069239-0001                    |
| NAME OF SUBMITTER:      | Catherine R. Howell, Paralegal |
| Signature:              | /Catherine R. Howell/          |
| Date:                   | 10/26/2007                     |

**Total Attachments: 11**

source=Scan00152#page1.tif  
source=Scan00152#page2.tif  
source=Scan00152#page3.tif  
source=Scan00152#page4.tif  
source=Scan00152#page5.tif  
source=Scan00152#page6.tif  
source=Scan00152#page7.tif  
source=Scan00152#page8.tif  
source=Scan00152#page9.tif  
source=Scan00152#page10.tif  
source=Scan00152#page11.tif

TRADEMARK SECURITY AGREEMENT  
(TRADEMARKS, TRADEMARK REGISTRATIONS,  
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, (i) INSPIRED STUDIOS, INC., F/K/A PETER PAN INDUSTRIES, INC. D/B/A INSPIRED CORPORATION, (ii) INSPIRED DISTRIBUTION, LLC, (iii) INSPIRED PRODUCTIONS, LLC, (iv) PETER PAN MUSIC PUBLISHING, LLC, (v) 88 ST. FRANCIS, INC. and (vi) ENERGISTIC PRODUCTS LIMITED LIABILITY COMPANY (collectively, the “Pledgors”) now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all 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 or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of August 1, 2006 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), between Israel Discount Bank of New York (“Lender”) and Peter Pan Industries, Inc. D/B/A Inspired Corporation (the “Borrower”), the Lender agreed to make loans to the Borrower. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement; and

WHEREAS, pursuant to the terms of the Credit Agreement, Pledgors have granted to the Lender a security interest in and to all personal property of Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors’ Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations; and

WHEREAS, the Lender and the Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgors do hereby grant to the Lender (for the benefit of itself and the Lender), as security for the Obligations, a continuing security interest in all of Pledgors right, title and interest in, to and under the following (all of the following items (i) through (iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of Pledgors:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by Pledgors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Pledgors agree to deliver updated copies of Schedule A and Schedule B to the Lender at the end of any quarter in which Pledgors register or otherwise adopt or acquire any Trademark not listed on Schedule A hereto or enter into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of Pledgors, such further instruments or documents (in form and substance reasonably satisfactory to the Lender), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Lender, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Lender, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Lender granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Loan Documents in the Trademark Collateral or any portion thereof.

Pledgors agree that (i) if any Person shall do or perform any act(s) which the Lender believes constitute an infringement of any Trademark, or violate or infringe any right therein of Pledgors, the Lender or (ii) if any Person shall do or perform any acts which the Lender reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event (unless such Pledgor shall itself commence actions reasonably satisfactory to the Lender in response to such acts), upon thirty (30) days' prior written notice to Pledgors (or if an Event of Default is at the time continuing, then without notice), the Lender may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Lender may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Lender may take

such steps or institute such suits or proceedings in its own name or in the name of Pledgors or in the names of the parties jointly. The Lender hereby agrees to give Pledgors notice of any steps taken, or any suits or proceedings instituted, by the Lender pursuant to this paragraph and Pledgors agree to assist the Lender with any steps taken, or any suits or proceedings instituted by the Lender pursuant to this paragraph at Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Credit Agreement. Pledgors and the Lender do hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all commitments to make Advances under the Credit Agreement have terminated and all Obligations have been indefeasibly paid in full and performed, the Lender shall promptly execute and deliver to Pledgors, at Pledgors expense, without representation (other than with respect to liens upon such released collateral in favor of the Lender), warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Lender in the Trademark Collateral, subject to any disposition thereof which may have been made by the Lender pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Lender will provide notice(s) required by Section 8.4 of the Credit Agreement in connection with any enforcement of its rights against any of the Trademark Collateral, to the extent applicable.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Loan Documents to which it is a party, Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Loan Documents.

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.**

This Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Pledgorss have caused this Trademark Security Agreement to be duly executed as of October 23, 2007.

PLEDGORS:

INSPIRED STUDIOS, INC. F/K/A  
PETER PAN INDUSTRIES, INC. D/B/A  
INSPIRED CORPORATION


INSPIRED DISTRIBUTION, LLC

INSPIRED PRODUCTIONS, LLC

PETER PAN MUSIC PUBLISHING, LLC

88 ST. FRANCIS, INC.

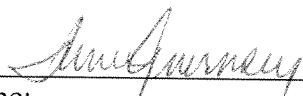
ENERGISTIC PRODUCTS LIMITED  
LIABILITY COMPANY


By   
Name: President & CEO  
Title: Randall Kasen



ACCEPTED:

ISRAEL DISCOUNT BANK OF NEW YORK,  
as Lender

By   
Name: Lucie L. Guernsey  
Title: Senior Vice President

By   
Name: DAVID A. ACOSTA  
Title: FIRST VICE PRESIDENT

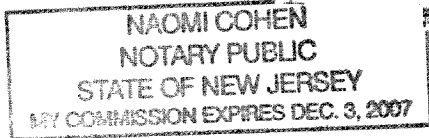
STATE OF New Jersey )  
COUNTY OF Morris ) SS.

On Oct. 24, 2007 before me, NAOMI COHEN, Notary Public,  
personally appeared DONALD KASEN, personally known to me or  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Naomi Cohen

SIGNATURE OF NOTARY



[SEAL]

Schedule A  
to Trademark Security Agreement

TRADEMARKS

| <u>Country</u> | <u>Owner</u> | <u>Application<br/>No.</u> | <u>Registration No.</u> | <u>Date of<br/>Registration</u> | <u>Trademark</u> |
|----------------|--------------|----------------------------|-------------------------|---------------------------------|------------------|
|----------------|--------------|----------------------------|-------------------------|---------------------------------|------------------|

[SEE ATTACHED]

|          |            |                               |            |           |                      |
|----------|------------|-------------------------------|------------|-----------|----------------------|
| 75180989 | 75/180.989 | BIKER BILL                    | 11/26/1999 | 15-Oct-98 | PETER PAN INDUSTRIES |
| 76187127 |            | BODY BY CHOICE                | 3/26/2000  | 14-Dec-01 | PETER PAN INDUSTRIES |
| 76186974 |            | BODY BY CHOICE - BOOKS        | 8/20/2002  | 14-Dec-01 | PETER PAN INDUSTRIES |
| 76226004 |            | CURRENT - SPORT DRINKS        | 5/21/2002  | 05-Feb-01 | PETER PAN INDUSTRIES |
| 76226006 |            | CURRENT - VITAMINS ETC        | 7/10/2002  | 22-Mar-01 | PETER PAN INDUSTRIES |
| 76228007 |            | EMERGENCY WORKOUT             | 2/6/2002   | 21-Mar-01 | PETER PAN INDUSTRIES |
| 75662866 |            | EMPOWER                       | 7/10/2003  | 01-Oct-98 | PETER PAN INDUSTRIES |
| 74146499 |            | FOXY                          | 11/23/1993 | 08-Mar-91 | PETER PAN INDUSTRIES |
| 74338836 | 1.886.636  | GEMSTONE GEENIES              | 12/29/1994 | 15-Mar-93 | PETER PAN INDUSTRIES |
|          |            | GYMME JAM                     | 9/3/2004   |           | PETER PAN INDUSTRIES |
| 74485680 |            | JA REGGAE                     | 12/21/1995 | 02-Feb-94 | PETER PAN INDUSTRIES |
| 76275582 |            | LA PLAYA                      | 11/27/1999 | 16-Apr-97 | PETER PAN INDUSTRIES |
| 74021621 |            | LAMBADA BAILAR                | 12/11/1990 | 23-Jan-90 | PETER PAN INDUSTRIES |
| 76156717 |            | LIFEFORCE DYNAMICS            | 12/8/2002  | 31-Oct-01 | PETER PAN INDUSTRIES |
| 76187126 |            | MAXIMIZER                     | 3/26/2002  | 14-Dec-01 | PETER PAN INDUSTRIES |
| 75275580 |            | MENEO                         | 11/27/1999 | 16-Apr-87 | PETER PAN INDUSTRIES |
| 75585734 |            | MINDSET                       | 1/3/2002   | 09-Nov-98 | PETER PAN INDUSTRIES |
| 76187154 |            | MINNAMIZER                    | 11/22/2002 | 24-Dec-00 | PETER PAN INDUSTRIES |
| 76243328 |            | NEW METHOD                    | 4/8/2002   | 18-Apr-01 | PETER PAN INDUSTRIES |
|          |            | NO EXCUSES - RECORD & BOOK    | 3/5/2004   |           | PETER PAN INDUSTRIES |
| 76243329 |            | ORIGINAL METHOD               | 4/8/2002   | 18-Apr-01 | PETER PAN INDUSTRIES |
| 73258856 | 1473188    | PETER PAN - DINNERWARE        | 7/25/1994  | 19-Sep-85 | PETER PAN INDUSTRIES |
| 74588861 |            | PETER PAN - HOOKS AND HANGERS | 10/12/1995 | 09-Aug-84 | PETER PAN INDUSTRIES |
| 75663245 |            | PETER PAN PRESS               | 4/20/2001  | 01-Oct-98 | PETER PAN INDUSTRIES |
| 75069422 |            | PIG TV                        | 2/19/2000  | 08-Mar-96 | PETER PAN INDUSTRIES |
| 76198214 |            | PLANET WORKOUT - BOOKS        | 12/19/2002 | 18-Sep-01 | PETER PAN INDUSTRIES |
| 76198215 |            | PLANET WORKOUT - RECORDS      | 6/12/2002  | 26-Mar-02 | PETER PAN INDUSTRIES |
| 75275581 |            | PRIMERO                       | 7/6/1998   | 16-Apr-97 | PETER PAN INDUSTRIES |
| 76205055 |            | QUICKFIX - VITAMINS ETC       | 6/12/2002  | 05-Feb-01 | PETER PAN INDUSTRIES |
| 76228998 |            | QUICKFIX BLENDER              | 7/16/2002  | 22-Mar-01 | PETER PAN INDUSTRIES |
| 76226005 |            | QUICKFIX SPORT DRINKS         | 9/25/2001  | 16-Mar-01 | PETER PAN INDUSTRIES |
| 76156718 |            | SCOOTZ                        | 5/21/2002  | 31-Oct-01 | PETER PAN INDUSTRIES |
| 74290758 |            | TENNIS FOR TOTS               | 2/5/1994   | 10-Dec-92 | PETER PAN INDUSTRIES |
| 75491827 |            | THE METHOD (Merchandise Line) | 9/9/2001   |           | PETER PAN INDUSTRIES |

|          |                                   |            |           |                      |
|----------|-----------------------------------|------------|-----------|----------------------|
| 74266871 | TROLLIES TRIPLIETTES              | 8/23/1994  | 10-Dec-82 | PETER PAN INDUSTRIES |
| 74266870 | TROLLIES TROLL PETS               | 12/30/1993 | 10-Dec-82 | PETER PAN INDUSTRIES |
| 74262253 | TROLLKINS                         | 6/24/1992  | 03-Apr-82 | PETER PAN INDUSTRIES |
| 74364349 | TROUBLE TROLLIES - TOYS AND DOLLS | 6/8/1994   | 03-Mar-83 | PETER PAN INDUSTRIES |
| 74417351 | ULTIMATE ABS                      | 8/16/1995  | 28-Jul-83 | PETER PAN INDUSTRIES |
| 75739552 | URBAN WRESTLING FEDERATION        | 9/22/2001  | 29-Jun-98 | PETER PAN INDUSTRIES |
| 76739551 | UWF                               | 9/22/2002  | 29-Jun-99 | PETER PAN INDUSTRIES |
| 76187125 | WORKOUT EMERGENCY                 | 11/1/2001  | 14-Dec-01 | PETER PAN INDUSTRIES |
| 76198216 | WORKOUT PLANET                    | 6/12/2002  | 26-Mar-01 | PETER PAN INDUSTRIES |
| 76198217 | WORKOUT PLANET - BOOK             | 12/19/2002 | 18-Sep-01 | PETER PAN INDUSTRIES |
| 74648976 | 21 DAY JUMP START PROGRAM         | 5/17/2003  | 20-Mar-95 | PETER PAN INDUSTRIES |
| 74693561 | 70 OUNCES OF GOLD                 | 9/21/2002  | 01-Nov-94 | PETER PAN INDUSTRIES |
| 74559395 | AMBASSADOR SOFTWARE               | 10/25/2003 | 10-Aug-84 | PETER PAN INDUSTRIES |
| 74647875 | ANGELIC LIGHT                     | 9/13/2003  | 10-Dec-86 | PETER PAN INDUSTRIES |
| 75275583 | COMPOSE TROPICO                   | 1/28/2006  | 20-Apr-89 | PETER PAN INDUSTRIES |
| 74846943 | FANTASY FACTORY                   | 10/25/2003 | 01-Jul-86 | PETER PAN INDUSTRIES |
| 74667898 | HIT THE SPOT                      | 11/8/2003  | 01-May-85 | PETER PAN INDUSTRIES |
| 75040220 | HIT THE SPOT - BEAUTY AIDS        | 5/25/2004  | 04-Jan-96 | PETER PAN INDUSTRIES |
| 74546585 | JA                                | 7/20/2002  | 07-Jul-94 | PETER PAN INDUSTRIES |
| 75075790 | KITSCH KASSEROLE                  | 5/15/2004  | 20-Mar-96 | PETER PAN INDUSTRIES |
| 75275579 | LA CASA                           | 2/25/2006  | 16-Apr-97 | PETER PAN INDUSTRIES |
| 74146481 | MUGS-N-TOPS                       | 7/27/1998  | 08-Mar-91 | PETER PAN INDUSTRIES |
| 73769540 | PARADE                            | 6/5/2004   | 15-Dec-88 | PETER PAN INDUSTRIES |
| 74554749 | PARADE SOFTWARE                   | 9/25/2004  | 22-Jul-94 | PETER PAN INDUSTRIES |
| 73649869 | PETER PAN - BOOKS                 | 4/11/1994  | 17-Mar-87 | PETER PAN INDUSTRIES |
| 74344682 | PETER PAN - RECORDS               | 6/5/2004   | 30-Dec-82 | PETER PAN INDUSTRIES |
| 74344681 | PETER PAN & DESIGN                | 1/22/2005  | 30-Dec-92 | PETER PAN INDUSTRIES |
| 74554750 | PETER PAN SOFTWARE                | 12/13/2003 | 22-Jul-84 | PETER PAN INDUSTRIES |
| 76180996 | PIZZA DISC                        | 8/14/2004  | 16-Oct-86 | PETER PAN INDUSTRIES |
| 72310936 | POWER                             | 3/13/2004  | 30-Oct-88 | PETER PAN INDUSTRIES |
| 74146480 | PPI ENTERTAINMENT GROUP           | 3/6/2003   | 02-Jun-92 | PETER PAN INDUSTRIES |
| 74594182 | SENSUOUS SAX                      | 8/3/2002   | 02-Nov-94 | PETER PAN INDUSTRIES |
| 74589915 | THE FIT PRICE                     | 1/11/2003  | 24-Oct-94 | PETER PAN INDUSTRIES |
| 75077402 | THE METHOD                        | 9/11/2005  | 22-Mar-86 | PETER PAN INDUSTRIES |

TRADEMARK

REEL: 003648 FRAME: 0490

|          |            |                        |            |           |                      |
|----------|------------|------------------------|------------|-----------|----------------------|
| 75113814 | 2211460    | THE SOFT PRICE         | 9/17/2005  | 04-Jun-86 | PETER PAN INDUSTRIES |
| 74493609 | 1936439    | TRIMWALK               | 8/24/2002  | 23-Feb-94 | PETER PAN INDUSTRIES |
| 74268668 | 1787288    | TROLLIES               | 5/15/2004  | 16-Apr-82 | PETER PAN INDUSTRIES |
| 72266573 | 850308     | TINKERBELL             | 9/15/1995  |           | PETER PAN INDUSTRIES |
| 75739550 | 75739550   | AMBASSADOR             | 12/31/1998 | 30-Apr-65 | PETER PAN INDUSTRIES |
| 72217802 | 1.803.147  | BOUNCE - RECORDS       | 4/11/2000  | 29-Jun-89 | PETER PAN INDUSTRIES |
| 72267200 | 851929     | COMPOSE                | 4/26/1986  | 09-Nov-83 | PETER PAN INDUSTRIES |
| 75050855 | 2090590    | CURIOUS KIDS           | 12/6/2005  |           | PETER PAN INDUSTRIES |
| 73558043 | 1383815    | CURRENT                | 7/2/1988   |           | PETER PAN INDUSTRIES |
| 72272324 | 854624     | DANCE FEVER            | 8/25/1987  | 02-Jul-68 | PETER PAN INDUSTRIES |
| 76181075 | 2492697    | KASEN (dinnerware)     | 9/13/1991  | 25-Jan-96 | PETER PAN INDUSTRIES |
| 72278321 | 855568     | MOUNTAIN DEW           | 8/13/1988  | 21-Jun-85 | PETER PAN INDUSTRIES |
| 74546589 | 75.546.589 | OPTIMIZER              | 9/25/2001  | 19-May-67 | PETER PAN INDUSTRIES |
| 74364348 | 2070111    | PETER PAN - RECORDS    | 8/27/1988  |           | PETER PAN INDUSTRIES |
| 76751604 | 2405721    | POWER                  | 4/15/1989  | 15-Aug-67 | PETER PAN INDUSTRIES |
| 76204923 | 2492721    | POWER TOOLS            | 2/11/2004  | 07-Jul-94 | PETER PAN INDUSTRIES |
| 73632695 | 1523562    | PROM RECORDS           | 11/2/2000  | 03-Mar-83 | PETER PAN INDUSTRIES |
| 75980678 | 2474548    | QUICKFIX               | 9/25/2001  | 15-Jul-99 | PETER PAN INDUSTRIES |
| 72234153 | 828575     | RAVES                  | 2/10/1995  | 05-Feb-01 | PETER PAN INDUSTRIES |
| 74568862 | 1968936    | TERRORVISION - RECORDS | 8/23/2005  | 28-Nov-86 | PETER PAN INDUSTRIES |
| 75610694 | 2309255    | THE METHOD             | 7/31/2001  |           | PETER PAN INDUSTRIES |
| 72129896 | 738661     | TIFTON                 | 5/9/1987   | 07-Dec-65 | PETER PAN INDUSTRIES |
| 72278321 | 855568     | TINKERBELL             | 6/18/2002  | 09-Aug-94 | PETER PAN INDUSTRIES |
| 74417357 |            | XTRALITE               | 1/18/2000  | 21-Dec-98 | PETER PAN INDUSTRIES |
|          |            | TERRORVISION           | 3/1/2006   |           | PETER PAN INDUSTRIES |
|          |            | DIPLOMAT               |            | 30-Oct-88 | PETER PAN INDUSTRIES |
|          |            | HUMPTY DUMPTY          |            | 30-Apr-65 | PETER PAN INDUSTRIES |
|          |            | SOAP STAR WORKOUT      |            | 26-Jul-93 | PETER PAN INDUSTRIES |

Schedule B  
to Trademark Security Agreement

TRADEMARK LICENSES

1-NY/2108225.2

**RECORDED: 10/26/2007**

**TRADEMARK  
REEL: 003648 FRAME: 0492**