

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
Albert Whitman & Company		02/13/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Delaware Place Bank		
Street Address:	190 E. Delaware Place		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1571862	BOXCAR CHILDREN	
Registration Number:	1718068	AW	
Registration Number:	1713500	READ, BABY, READ!	
Registration Number:	1705848	PRAIRIE	
Registration Number:	2220510	THE ADVENTURES OF BENNY AND WATCH	
Registration Number:	3316085	THE BOXCAR CHILDREN	
CORRESPONDENCE DATA			
Fax Number:	(312)447-5010		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-447-5009		
Email:	mglosniak@lcwchicago.com		
Correspondent Name:	Michael G. Glosniak		
Address Line 1:	303 W. Madison		
Address Line 2:	Suite 1700		
Address Line 4:	Chicago, ILLINOIS 60606		

OP \$165.00 1571862

NAME OF SUBMITTER:	Michael G. Glosniak
Signature:	/Michael G. Glosniak/
Date:	02/21/2008
Total Attachments: 7 source=17667 - Trademark Security Agreement No. 1#page1.tif source=17667 - Trademark Security Agreement No. 1#page2.tif source=17667 - Trademark Security Agreement No. 1#page3.tif source=17667 - Trademark Security Agreement No. 1#page4.tif source=17667 - Trademark Security Agreement No. 1#page5.tif source=17667 - Trademark Security Agreement No. 1#page6.tif source=17667 - Trademark Security Agreement No. 1#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of ^{February 13} January _____, 2008 (this "Security Agreement"), is between ALBERT WHITMAN & COMPANY, a Delaware corporation authorized to do business in the State of Illinois, ("Debtor"), and DELAWARE PLACE BANK (the "Secured Party").

WHEREAS, concurrently with the execution and delivery of this Agreement, or from time to time thereafter, the Secured Party is or will be loaning the proceeds of a loan pursuant to the terms of a Loan Agreement ("Loan Agreement"), a Revolving Note ("Note") and other related loan documents (collectively, with the Loan Agreement, referred to as the "Loan Agreements"), dated as of the date hereof executed by Debtor in favor of the Secured Party;

WHEREAS, the execution and delivery by the Debtor of this Agreement is a condition precedent to the Secured Party's entering into, and making the loan to the Debtor under the Note; and

WHEREAS, the Debtor wishes to grant a security interest in favor of the Secured Party as herein provided to secure the Obligations as defined below;

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

1. **Definition.** All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Loan Agreement. The term "State," as used herein, means the State of Illinois. All terms defined in the Uniform Commercial Code of the State and used herein shall have the same definitions herein as specified therein. However, if a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term has the meaning specified in Article 9. The term "Obligations," as used herein, means, collectively, (i) all of the indebtedness, obligations and liabilities of the Borrower to the Secured Party, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Note or other instruments or agreements executed and delivered pursuant thereto or in connection therewith and (ii) all of the indebtedness, obligations and liabilities of the Debtor to the Secured Party, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of this Agreement or under any other Security Documents.

2. **Grant of Security Interest.** The Debtor hereby grants to the Secured Party, to secure the payment and performance in full of all of the Obligations, a security interest in and so pledges and assigns to the Secured Party the following: Debtor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such

applications) in connection therewith, including, without limitation, the registered trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of an symbolized by the Trademarks.

registered

3. **Warranties and Representations.** Debtor warrants and represents to Secured Party that:

3.1 no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

3.2 Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Debtor not to sue third persons;

3.3 Debtor has not notice of any suits or actions commenced or threatened with reference to any Trademark; and

3.4 Debtor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. **Restrictions on Future Agreements.** Debtor agrees that until Debtor's Obligations shall have been satisfied in full and the Loan Agreements shall have been terminated, Debtor shall not, without the prior written consent of Secured Party, sell or assign its interest in any Trademark or enter into any other agreement with respect to any registered Trademark which would affect the validity or enforcement of the rights transferred to Secured Party under this Security Agreement, except, however, that Debtor may license to third parties rights in the registered Trademark provided that the license arrangements do not, in substance, constitute a disguised sale or transfer of substantially all of the rights owned by Debtor in the registered Trademark.

5. **New Trademarks.** Debtor represents and warrants that, based on a diligent investigation by Debtor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Debtor. If, before Debtor's Obligations shall have been satisfied in full or before the Loan Agreements have been terminated, Debtor shall (i) become aware of any existing registered Trademarks of which Debtor has not previously informed Secured Party, or (ii) become entitled to the benefit of any registered Trademarks, which benefit is not in existence on

the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Debtor shall give to Secured Party prompt written notice thereof. Debtor hereby authorizes Secured Party to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. **Term.** The term of this Security Agreement shall extend until the payment in full of Debtor's Obligations and the termination of the Loan Agreements. Debtor agrees that upon the occurrence of an Event of Default, the use by Secured Party of all Trademarks shall be without any liability for royalties or other related charges from Secured Party to Debtor.

7. **Product Quality.** Debtor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Debtor agrees that Secured Party, or a conservator appointed by Secured Party, shall have the right to establish such additional product quality controls as Secured Party, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Debtor under the Trademarks.

8. **Release of Security Agreement.** This Security Agreement is made for collateral purposes only. Upon payment in full of Debtor's Obligations and termination of the Loan Agreements, Secured Party shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Loan Agreements.

9. **Expenses.** All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Secured Party. All fees, costs and expenses, of whatever kind of nature, including reasonable attorneys' fees and legal expenses, incurred by Secured Party in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Debtor and until paid shall constitute Obligations.

10. **Duties of Debtor.** Debtor shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Debtor's Obligations shall have been paid in full and the Loan Agreements have been terminated, (ii) to preserve and maintain all rights in the registered Trademarks, as commercially reasonable and (iii) to ensure that the registered Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with the Debtor's Obligations under this Section 10 shall be borne by Debtor.

11. **Secured Party's Right to Sue.** After an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Secured Party shall commence any such suit, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement and Debtor shall promptly, upon demand, reimburse

and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this Section 11.

12. **Waivers.** No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. **Modification.** This Security Agreement cannot be altered, amended, or modified in any way, except as specifically provided in Section 5 hereof, or by a writing signed by the parties hereto.

15. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreements.** All of Secured Party's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Debtor hereby authorizes Secured Party upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with power to (i) endorse Debtor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Secured Party deems to be in the best interest of the Secured Party, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Debtor's Obligations shall have been paid in full and the Loan Agreements have been terminated. Debtor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Security Party under the Loan Agreements but rather is intended to facilitate the exercise of such rights and remedies. Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. **Binding Effect; Benefits.** This Security Agreement shall be binding upon Debtor and its respective successors and assigns, and shall inure to the benefit of Secured Party, its successors, nominees and assigns.

17. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.


18. **Headings.** Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

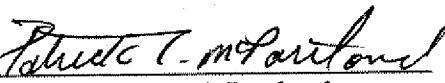
19. **Further Assurances.** Debtor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Secured Party shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. **Survival of Representations.** All representations and warranties of Debtor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Loan Agreements.

IN WITNESS WHEREOF, intending to be legally bound, the Debtor has caused this Security Agreement to be duly executed as of the date first above written.

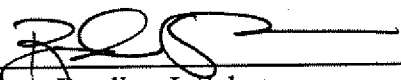
ALBERT WHITMAN & COMPANY,
a Delaware corporation

By: 
Name: John J. Quattrocchi
Title: President

By: 
Name: Patrick C. McPartland
Title: Vice President

Agreed and Accepted as of the date first written above:

DELAWARE PLACE BANK

By: 
Name: Bradley J. Schotanus
Title: Senior Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

Trademark Description

U.S. Serial/Registration No.

Date Registered

SCHEDULE A

A. TRADEMARK REGISTRATIONS

TRADEMARK	U.S. SERIAL/REGISTRATION NUMBER	REGISTRATION DATE
BOXCAR CHILDREN	1,571,862	12/19/1989
AW AND DESIGN	1,718,068	9/22/1992
READ, BABY, READ!	1,713,500	9/8/1992
PRAIRIE	1,705,848	8/4/1992
THE ADVENTURES OF BENNY AND WATCH	2,220,510	1/26/1999

B. TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NUMBER	REGISTRATION DATE
THE BOXCAR CHILDREN	77/076,078	12/4/2007