

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
Reeves International, Inc.		08/14/2009	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Lakeland Bank
Street Address:	250 Oak Ridge Road
City:	Oak Ridge
State/Country:	NEW JERSEY
Postal Code:	07438
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	3175510	HUG N' PLAY
Registration Number:	3096754	WIND DANCERS
Registration Number:	3402921	PONY GALS
Registration Number:	3008807	MINI WHINNIES
Registration Number:	3001344	BREYER
Registration Number:	2944051	COLLECTIBULLS
Registration Number:	2974894	BREYER
Registration Number:	2519985	THE BIG DIG
Registration Number:	2337743	JUST ABOUT HORSES
Registration Number:	2391265	BREYERGALLERY
Registration Number:	2710308	CLASSICS
Registration Number:	2490198	PAL O' MINE
Registration Number:	2395941	STABLEMATES
Registration Number:	2469094	BREYER

CH \$840.00 3175510

900143083

**TRADEMARK
 REEL: 004060 FRAME: 0764**

Registration Number:	2370718	TRADITIONAL
Registration Number:	2488483	PADDOCK PALS
Registration Number:	2097003	BREYERFEST
Registration Number:	1980255	DAPPLES
Registration Number:	1916655	
Registration Number:	1926891	BREYER
Registration Number:	1741474	BOSUN
Registration Number:	1126701	BREYER ANIMAL CREATIONS
Registration Number:	1332345	GIBSON BABY
Registration Number:	1331035	SUZANNE GIBSON
Registration Number:	1313623	KALICO KIDS
Registration Number:	1327194	MR. CINNAMON BEAR
Registration Number:	1312459	LITTLE BITS
Registration Number:	1312458	LITTLE BITS
Registration Number:	978979	REEVESLINE
Serial Number:	78389145	PONY STARZ
Serial Number:	73370701	KALICO KIDS
Serial Number:	73273403	GIBSON BABY
Serial Number:	73273096	SUZANNE GIBSON

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	123215
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	09/14/2009

Total Attachments: 12
source=9-14-09 Reeves-TM#page1.tif
source=9-14-09 Reeves-TM#page2.tif

TRADEMARK
REEL: 004060 FRAME: 0765

source=9-14-09 Reeves-TM#page3.tif
source=9-14-09 Reeves-TM#page4.tif
source=9-14-09 Reeves-TM#page5.tif
source=9-14-09 Reeves-TM#page6.tif
source=9-14-09 Reeves-TM#page7.tif
source=9-14-09 Reeves-TM#page8.tif
source=9-14-09 Reeves-TM#page9.tif
source=9-14-09 Reeves-TM#page10.tif
source=9-14-09 Reeves-TM#page11.tif
source=9-14-09 Reeves-TM#page12.tif

**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS AGREEMENT is made on the 14th day of August 2009 between **REEVES INTERNATIONAL, INC.**, a New Jersey corporation, having its principal executive offices at 14 Industrial Road, Pequannock, New Jersey 07440 ("Assignor") and **LAKELAND BANK**, having offices at 250 Oak Ridge Road, Oak Ridge, New Jersey 07438 (the "Lender").

BACKGROUND. Assignor has executed and delivered its Secured Revolving Note (the "Note") to the Lender in the aggregate principal amount of \$5,000,000.00, pursuant to a certain Loan and Security Agreement dated even date herewith between Assignor and the Lender (as amended from time to time, the "Loan Agreement"). In order to induce the Lender to execute and deliver the Loan Agreement, Assignor has agreed to assign to Lender certain trademark rights. This Trademark Collateral Assignment is being executed contemporaneous with the Loan Agreement under which the Lender is granted a lien on and security interest in, among other things, all machinery, equipment, formulations, manufacturing procedures, quality control procedures and product specifications ("Other Assets") relating to products sold under the Trademarks, whereby Lender shall have the right to foreclose on the Trademarks and the Other Assets in the event of the occurrence and continuance of an Event of Default under the Loan Agreement, in order that the owner of the Trademarks may continue the manufacture of products to be sold under the Trademarks and maintain substantially the same product specifications and quality as maintained by Assignor.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all Obligations (as defined in the Loan Agreement), Assignor hereby grants, assigns and conveys to Lender the entire right, title and interest in and to the trademark applications and trademarks and service marks listed in **Schedule A** hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called, the "Trademarks"), and the goodwill of the business to which each of the Trademarks relates.

2. Assignor covenants and warrants that:

- (a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;
- (b) Except as set forth on **Schedule B**, to the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;

- (c) Except as set forth on **Schedule B**, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;
- (e) Assignor has the unqualified right to enter into this Agreement and perform its terms;
- (f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and
- (g) Assignor has caused and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

3. Assignor hereby grants to Lender and its employees and agents the right to visit Assignor's plants and facilities which manufacture, inspect, store or develop products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto during regular business hours. Assignor shall do any and all acts required by Lender to ensure Assignor's compliance with **Subparagraph 2(g)**.

4. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

5. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new trademarks, the provisions of **Paragraph 1** shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.

6. Assignor authorizes Lender to modify this Agreement by amending **Schedule A** to include any future trademarks and trademark applications covered by **Paragraphs 1 and 5** hereof.

7. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), Lender hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold or developed by Assignor for the benefit and account of Assignor and its clients and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this **Paragraph 7**, without the prior written consent of Lender.

8. If any Event of Default shall have occurred and be continuing, Assignor's license under the Trademarks, as set forth in **Paragraph 7**, shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in the State of New Jersey, or elsewhere, all or from time to time any of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds to payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of the Secured Revolving Note (as defined in the Loan Agreement) or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise 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 and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

11. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark applications of the Trademarks pending as of

the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. The Assignor shall not abandon any Trademark without the consent of the Lender.

12. Assignor shall have the right, with the prior written consent of Lender, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including attorney's fees, incurred by Lender in the fulfillment of the provisions of this **Paragraph 12**.

13. In the event of the occurrence of an Event of Default under the Loan Agreement, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the life of this Agreement.

14. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all expenses, including reasonable attorney's fees, incurred by Lender in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement 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.

16. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this 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 Agreement in any jurisdiction.

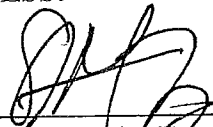
18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in **Paragraph 6**.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New Jersey.

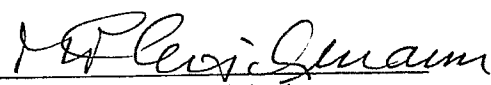
WITNESS the execution hereof under seal as of the day and year first above written.

WITNESS:




Steven D. Fleissig, Esq.

Reeves International, Inc., Assignor

by 

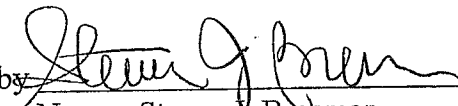
Name: Anthony Fleischmann
Title: President

WITNESS:



Clinton A. Poff, Esq.

Lakeland Bank, Lender

by 

Name: Steven J. Breeman
Title: Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL ASSIGNMENT
DATED AUGUST 14, 2009,
REEVES INTERNATIONAL, INC.
AND LAKELAND BANK**

INTELLECTUAL PROPERTY – TRADEMARKS

Owner	Serial Number	Reg. Number	Reg. Date	Word Mark	Live/Dead
Reeves International, nc.	78668751	3175510	11/21/2006	HUG N' PLAY	LIVE
Reeves International, nc.	78503456	3096754	5/23/2006	WIND DANCERS	LIVE
Reeves International, nc.	78412587	3402921	3/25/2008	PONY GALS	LIVE
Reeves International, nc.	78470764	3008807	10/25/2005	MINI WHINNIES	LIVE
Reeves International, nc.	78419646	3001344	9/27/2005	BREYER (FOR BOOKS)	LIVE
Reeves International, nc.	78408063	2944051	4/26/2005	COLLECTIBULLS	LIVE
Reeves International, nc.	78389145			PONY STARZ	DEAD
Reeves International, nc.	78388244	2974894	7/19/2005	BREYER (FOR BAGS,ETC)	LIVE
Reeves International, nc.	76228120	2519985	12/18/2001	THE BIG DIG	LIVE
Reeves International, nc.	75576795	2337743	4/4/2000	JUST ABOUT HORSES	LIVE
Reeves International, nc.	75707264	2391265	10/3/2000	BREYER GALLERY (LOGO,NAME)	LIVE
Reeves International, nc.	75707074	2710308	4/29/2003	CLASSICS	LIVE
Reeves International, nc.	75895299	2490198	9/18/2001	PAL O' MINE	LIVE
Reeves International, nc.	75857076	2395941	10/17/2000	STABLEMATES	LIVE
Reeves International, nc.	75856646	2469094	7/17/2001	BREYER (LOGO)	LIVE
Reeves International, nc.	75707082	2370718	7/25/2000	TRADITIONAL	LIVE
Reeves International, nc.	75693178	2488483	9/11/2001	PADDOCK PALS	LIVE
Reeves International, nc.	75107966	2097003	9/16/1997	BREYERFEST	LIVE

Reeves International, Inc.	74597143	1980255	6/11/1996	DAPPLES	DEAD
Reeves International, Inc.	74595896	1916655	9/5/1995	BOSUN BOATS (LOGO)	DEAD
Reeves International, Inc.	74395122	1926891	10/17/1995	BREYER (ALL HORSE TOY, ETC)	LIVE
Reeves International, Inc.	74254973	1741474	12/22/1992	BOSUN	LIVE
Reeves International, Inc.	73156031	1126701	11/13/1979	BREYER ANIMAL CREATIONS	LIVE
Reeves International, Inc.	73469685	1332345	4/23/1985	GIBSON BABY	DEAD
Reeves International, Inc.	73469684	1331035	4/16/1985	SUZANNE GIBSON	DEAD
Reeves International, Inc.	73469682	1313623	1/8/1985	KALICO KIDS	DEAD
Reeves International, Inc.	73462810	1327194	3/26/1985	MR. CINNAMON BEAR	DEAD
Reeves International, Inc.	73438662	1312459	1/1/1985	LITTLE BITS (LOGO)	LIVE
Reeves International, Inc.	73438656	1312458	1/1/1985	LITTLE BITS	LIVE
Reeves International, Inc.	73370701			KALICO KIDS	DEAD
Reeves International, Inc.	73273403			GIBSON BABY	DEAD
Reeves International, Inc.	73273096			SUZANNE GIBSON	DEAD
Reeves International, Inc.	72446412	978979	1/19/1973	REEVESLINE	DEAD

Recordation Form Cover Sheet

TRADEMARKS ONLY

Continuation of Item 4.

Trademark Registration Numbers

3175510
3096754
3402921
3008807
3001344
2944051
2974894
2519985
2337743
2391265
2710308
2490198
2395941
2469094
2370718
2488483
2097003
1980255
1916655
1926891
1741474
1126701
1332345
1331035
1313623
1327194
1312459
1312458
978979

Continuation of Item 4 prior page

Identification or Description of Trademarks (and Filing Date if Application or Registration Number is unknown):

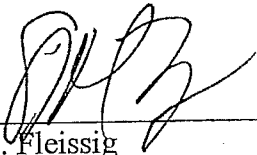
<u>Description of Trademark</u>	<u>Filing Date</u>	<u>Serial Number</u>
PONY STARZ		78389145
KALICO KIDS		73370701
GIBSON BABY		73273403
SUZANNE GIBSON		73273096

**SCHEDULE B
TO TRADEMARK COLLATERAL ASSIGNMENT
DATED AUGUST 14, 2009,
REEVES INTERNATIONAL, INC.
AND LAKE LAND BANK**

NONE

STATE OF NEW JERSEY)
) SS
COUNTY OF PASSAIC)


I CERTIFY that on August 14, 2009, appeared before me, Anthony Fleischmann, to me known, who, being by me duly sworn, did depose and say that she is the President of **Reeves International, Inc.**, the corporation described in and which executed the foregoing instrument; that she knows the seal of the corporation, that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that she signed her name thereto by like order.



Steven D. Fleissig
Attorney at Law of New Jersey

STATE OF NEW JERSEY)
) SS
COUNTY OF PASSAIC)

I CERTIFY that on August 14, 2009, appeared before me, **Steven J. Breeman**, to me known, who, being by me duly sworn, did depose and say that he is the **Vice President** of Lakeland Bank, the corporation described in and which executed the foregoing instrument; that he knows the seal of the corporation, that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



Clinton A. Poff
Attorney at Law of New Jersey