9-17-09

SEP 17

09-18-2009

103574478

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
MERCHSOURCE, LLC

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: CALIFORNIA
☑ Other limited liability company
Citizenship (see guidelines)
Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: Bank of America, N.A.
Internal Address: Loan Officer: MerchSource
Street Address: 55 S. Lake Ave., Suite 900
City: Pasadena
State: California
Country: USA Zip: 91101
☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☑ Other LLC Citizenship CA
If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :
Execution Date(s) August 31, 2009
☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
77/398,723
Additional sheet(s) attached? ☑ Yes ☐ No
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Morgan, Lewis & Bockius LLP-
Internal Address: Kathryn Romano, Paralegal
Street Address: 300 S. Grand Avenue, 22nd Floor
City: Los Angeles
State: California Zip: 90071-3132
Phone Number: 213.612.7302
Fax Number: 213.612.2501
Email Address: kromano@morganlewis.com

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 715.00
☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☑ Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers
Expiration Date
09/18/2009 DBYRNE 00000011 77398723
b. Deposit Account Number
01 FC:8021 40.00 OP
Authorized User Name 02 FC:8522 675.00 OP

9. Signature: Kathryn Romano
Signature
September 14, 2009
Date
Kathryn Romano
Name of Person Signing
Total number of pages including cover sheet, attachments, and document: 21

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Trademark	Owner	Status in Trademark Office	U.S. Application/ Registration No.	Application/ Registration Date
Little Shots	MerchSource	Registered	77/398,723	02/15/2008
Speedborg	MerchSource	Registered	3,648,651	06/30/2009
Speedspinner	MerchSource	Registered	3,648,650	06/30/2009
Wonderwall	MerchSource	Registered	3,648,649	06/30/2009
Fun 2 Save	MerchSource	Registered	3,644,843	06/03/2009
Merch Source	MerchSource	Registered	3,232,652	04/24/2007
Blue Hat Toy Company	MerchSource	Registered	3,474,154	07/22/2008
Shift3	MerchSource	Registered	3,541,665	12/02/2008
Shift3	MerchSource	Registered	3,587,092	03/10/2009
Sarah Peyton & design	MerchSource	Registered	3,603,089	04/07/2009
Sarah Peyton	MerchSource	Registered -	3,493,282	08/26/2008
Blue Hat Toy Company & design	MerchSource	Registered -	3,473,563	07/22/2008

APPLICATIONS

Trademark	Owner	Status in Trademark Office	U.S. Application/ Registration No.	Application/ Registration Date
Player (design)	MerchSource	Pending	77/581,940	09/30/2008
Player (actuator design)	MerchSource	Pending	77/581,946	09/30/2008
Vengeance	MerchSource	Allowed	77/646,467	01/09/2009
The Black Series	MerchSource	Pending	77/713,796	04/14/2009
The Black Series	MerchSource	Pending	77/713,802	04/14/2009
The Black Series	MerchSource	Pending	77/713,799	04/14/2009
The Black Series	MerchSource	Pending	77/713,812	04/14/2009
The Black Series	MerchSource	Pending	77/713,815	04/14/2009
The Black Series	MerchSource	Pending	77/713,817	04/14/2009
The Black Series by Shift3	MerchSource	Pending	77/713,823	04/14/2009
The Black Series by Shift3	MerchSource	Pending	77/713,825	04/14/2009
The Black Series by Shift3	MerchSource	Pending	77/713,829	04/14/2009

Trademark	Owner	Status in Trademark Office	U.S. Application/ Registration No.	Application/ Registration Date
U-Video	MerchSource	Pending	77/745,711	05/27/2009
Sarah Peyton & design	MerchSource	Published	77/614,683	11/14/2008
Shift3 & design	MerchSource	Pending	77/186,464	05/21/2007
Shift3	MerchSource	Suspended	77/186,364	05/21/2007

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of August 31, 2009, is made by and between MERCHSOURCE, LLC, a California limited liability company having a business location at the address set forth below next to its signature (the "Borrower"), and Bank of America, N.A., a national banking association (the "Secured Party"), having a business location at the address set forth below next to its signature.

RECITALS:

A. Borrower and the Secured Party are parties to a Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of Borrower.

B. As a condition to extending credit to or for the account of Borrower, the Secured Party has required the execution and delivery of this Agreement by Borrower.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Patents" means all of Borrower's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Borrower's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Borrower hereby irrevocably grants the Secured Party a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property

of Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not effect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Borrower represents, warrants and agrees as follows:

(a) **Existence; Authority.** Borrower is a limited liability company duly organized, validly existing and in good standing under the laws of its state of formation, and this Agreement has been duly and validly authorized by all necessary limited liability company action on the part of Borrower.

(b) **Patents.** Exhibit A accurately lists all patents and patent applications owned or controlled by Borrower as of the date hereof, or to which Borrower has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of such applications and letters patent as of the date hereof. If after the date hereof, Borrower owns, controls or has a right to have assigned to it any patents or patent applications not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of such applications and letters patent, then Borrower shall within sixty (60) days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all registered trademarks and applications therefor owned or controlled by Borrower as of the date hereof and accurately reflects the existence and status of such marks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, Borrower owns or controls any registered trademarks and applications therefor not listed on Exhibit B, or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to such marks, then Borrower shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Borrower, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Borrower shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Borrower; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Borrower has absolute title to each Patent and each Trademark listed on Exhibit A and Exhibit B, free and clear of all Liens except Permitted Liens. Borrower (i) will have, at the time Borrower acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

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(f) **No Sale.** Except as permitted in the Loan Agreement, Borrower will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, other than grants of licenses thereunder, without the Secured Party's prior written consent.

(g) **Defense.** Borrower will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Borrower will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, maintaining applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and possible renewals with respect to letters patent, trademark registrations and applications therefor. Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Borrower patent, patent application, trademark registration or application therefor, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least thirty (30) days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due thereon, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action**. If Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives Borrower written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Borrower notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Borrower (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Borrower shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) **Power of Attorney**. To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, Borrower hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the

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attorney-in-fact of Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Borrower under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, to the extent permitted hereunder. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. Borrower's Use of the Patents and Trademarks. Borrower shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; (b) Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Loan Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, Borrower 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.

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7. Satisfaction. Upon full payment or satisfaction of the Obligations and termination of any credit facilities extended to the Borrower by Secured Party, this Agreement, and the rights granted hereunder to Secured Party, shall be immediately terminated, and upon demand, the Secured Party shall promptly provide a written termination statement to the Borrower to the effect that Secured Party no longer claims a security interest under this Agreement.

8. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. The Secured Party shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by Borrower and delivered to the Secured Party, and Borrower waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of California without regard to conflicts of law provisions (but giving effect to federal laws relating to national banks). If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

9. Arbitration.

(a) **Forum**. BORROWER HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER LOS ANGELES COUNTY, CALIFORNIA, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO THIS AGREEMENT, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. BORROWER IRREVOCABLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT' S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT

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FORUM. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 12.3.1 OF THE LOAN AGREEMENT. Nothing herein shall limit the right of Secured Party to bring proceedings against Borrower in any other court, nor limit the right of any party to serve process in any other manner permitted by Applicable Law. Nothing in this Agreement shall be deemed to preclude enforcement by Secured Party of any judgment or order obtained in any forum or jurisdiction.

(b) **Arbitration**. Notwithstanding any other provision of this Agreement to the contrary, any controversy or claim among the parties relating in any way to this Agreement, including any alleged tort, shall at the request of any party hereto be determined by binding arbitration conducted in accordance with the United States Arbitration Act (Title 9 U.S. Code). Arbitration proceedings will be determined in accordance with the Act, the then-current rules and procedures for the arbitration of financial services disputes of the American Arbitration Association ("AAA"), and the terms of this Section 9(b). In the event of any inconsistency, the terms of this Section 9(b) shall control. If AAA is unwilling or unable to serve as the provider of arbitration or to enforce any provision of this Section 9(b), Lender may designate another arbitration organization with similar procedures to serve as the provider of arbitration. The arbitration proceedings shall be conducted in Los Angeles or Pasadena, California. The arbitration hearing shall commence within 90 days of the arbitration demand and close within 90 days thereafter. The arbitration award must be issued within 30 days after close of the hearing (subject to extension by the arbitrator for up to 60 days upon a showing of good cause), and shall include a concise written statement of reasons for the award. The arbitrator shall give effect to applicable statutes of limitation in determining any controversy or claim, and for these purposes, service on AAA under applicable AAA rules of a notice of claim is the equivalent of the filing of a lawsuit. Any dispute concerning this Section 9(b) or whether a controversy or claim is arbitrable shall be determined by the arbitrator. The arbitrator shall have the power to award legal fees to the extent provided by this Agreement. Judgment upon an arbitration award may be entered in any court having jurisdiction. The arbitrator shall not have the power to commit errors of law or legal reasoning, and any award may be reviewed and vacated or corrected on appeal to a court of competent jurisdiction for any such error. The institution and maintenance of an action for judicial relief or pursuant to a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief. No controversy or claim shall be submitted to arbitration without the consent of all parties if, at the time of the proposed submission, such controversy or claim relates to an obligation secured by Real Estate, but if all parties do not consent to submission of such a controversy or claim to arbitration, it shall be determined as provided in the next sentence. At the request of any party, a controversy or claim that is not submitted to arbitration as provided above shall be determined by judicial reference; and if such an election is made, the parties shall designate to the court a referee or referees selected under the auspices of the AAA in the same manner as arbitrators are selected in AAA sponsored proceedings and the presiding referee of the panel (or the referee if there is a single referee) shall be an active attorney or retired judge; and judgment upon the award rendered by such referee or referees shall be entered in the court in which proceeding was commenced. None of the foregoing provisions of this Section 9(b) shall limit the right of Secured Party to exercise self-help remedies, such as setoff, foreclosure or sale of any Collateral or to obtain provisional or ancillary

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remedies from a court of competent jurisdiction before, after or during any arbitration proceeding. The exercise of a remedy does not waive the right of any party to resort to arbitration or reference. At Secured Party's option, foreclosure under a deed of trust or mortgage, if any, may be accomplished either by exercise of power of sale thereunder or by judicial foreclosure.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

MerchSource, LLC
19517 Pauling
Foothill Ranch, California 92610
Attention:

MERCHSOURCE, LLC

By: _____
Name: KIRK MCLEAN
Title: MEMBER

Bank of America, N.A.
55 South Lake Avenue, Suite 900
Pasadena, California 91101
Telecopy: 626.584.4520
Attention: Loan Officer - MerchSource

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

MerchSource, LLC
19517 Pauling
Foothill Ranch, California 92610
Attention:

MERCHSOURCE, LLC

By: _____
Name: _____
Title: _____

Bank of America, N.A.
55 South Lake Avenue, Suite 900
Pasadena, California 91101
Telecopy: 626.584.4520
Attention: Loan Officer - MerchSource

BANK OF AMERICA, N.A.

By: TEggertsen
Name: Todd Eggertsen
Title: Vice President

STATE OF California)
)
COUNTY OF Orange)

On this 27 day of August, 2009, before me, Erin Selawski, Notary Public, personally appeared Kirk McLean, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity on behalf of which the person acted, executed this instrument. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal

ERIN RAE SELAWSKI
Commission # 1798883
Notary Public - California
Orange County
My Comm. Expires May 23, 2012

STATE OF CALIFORNIA)
)
COUNTY OF)

On this ____ day of _____, 2009, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity on behalf of which the person acted, executed this instrument. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal

_____

EXHIBIT A

UNITED STATES ISSUED PATENTS

Title	Owner	Patent No.	Issue Date
Photo Viewer	MerchSource, LLC	D596,595	07/01/2009
Photo Alarm Clock (TSI)	MerchSource	D599,216	09/01/2009
Photo Alarm Clock (Shift 3)	MerchSource	D598,300	08/18/2009

UNITED STATES PATENT APPLICATIONS

Title	Owner	Status in Patent Office	Application No.	Filing Date
Jumbo Remote Control (Square)	MerchSource	Allowed	29/320,435	06/26/2008
Jumbo Remote Control (Round)	MerchSource	Allowed	29/320,434	06/26/2008
Telephone (Round)	MerchSource	Pending	29/325,500	10/01/2008
Telephone (Square)	MerchSource	Pending	29/325,501	10/01/2008
Projector	MerchSource	Pending	29/325,502	10/01/2008
Camera	MerchSource	Pending	29/325,330	09/29/2008

Title	Owner	Status in Patent Office	Application No.	Filing Date
Bank Machine	MerchSource	Pending	29/325,418	09/30/2008
Music Player	MerchSource	Allowed	29/325,334	09/29/2008
Media Player With Camera	MerchSource	Pending	29/325,504	10/01/2008
Binoculars	MerchSource	Pending	29/325,505	10/01/2008
Speaker Housing	MerchSource	Pending	29/325,413	09/30/2008
Reconfiguring Robot Car (car)	MerchSource	Pending	29/325,506	10/01/2008
Reconfiguring Robot Car (robot)	MerchSource	Pending	29/325,508	10/01/2008
Digital Photo Album (TS1)	MerchSource	Pending	29/325,579	10/02/2008
Digital Photo Album (Shift 3)	MerchSource	Pending	29/325,578	10/02/2008
Weather Station (Round)	MerchSource	Pending	29/325,417	09/30/2008
Weather Station (Square)	MerchSource	Pending	29/325,416	09/30/2008
Projection Alarm Clock (Round)	MerchSource	Allowed	29/325,419	09/30/2008

Title	Owner	Status in Patent Office	Application No.	Filing Date
Projection Alarm Clock (Square)	MerchSource	Allowed	29/325,420	09/30/2008
Coin Counting Jar	MerchSource	Pending	29/325,331	09/29/2008
Coin Counting Jar Lid	MerchSource	Pending	29/325,332	09/29/2008
Fabric Steamer	MerchSource	Pending	29/235,414	09/30/2008
Foot Massager	MerchSource	Pending	29/340,175	07/14/2009
Massage Apparatus	MerchSource	Pending	29/340,174	07/14/2009
Projector	MerchSource	Pending	29/340,176	07/14/2009
Laptop Computer	MerchSource	Pending	29/342,000	08/17/2009
Alarm Clock	MerchSource	Pending	29/324,002	08/17/2009
Video Camera	MerchSource	Pending	29/342,003	08/17/2009

FOREIGN ISSUED PATENTS

(China)

Description	Owner	Patent No.	Grant Date
Toy Vehicle (Two doors self propelled)	MerchSource	ZL200630060509.1	03/10/2009

Description	Owner	Patent No.	Grant Date
Remote Control Toy Vehicle	MerchSource	ZL200830049166.8	07/01/2009
Remote Controller (Jumbo)	MerchSource	ZL200630063863.X	03/10/2009
Remote Toy Vehicle (Monster)	MerchSource	ZL200630071062.8	03/10/2009
Telephone (LED Touch Screen)	MerchSource	ZL200830049047.2	07/22/2009
Digital Camera (Children)	MerchSource	ZL200830049045.3	07/15/2009
Toy MP3 (Children)	MerchSource	ZL200830052689.8	07/22/2009
Remote Control Toy Robot Vehicle	MerchSource	ZL200830049165.3	07/08/2009
Fabric Steamer	MerchSource	ZL200830049088.1	07/22/2009
Timepiece (Colorful Egg Type)	MerchSource	ZL200830049046.8	07/22/2009
Audio Apparatus (Outdoor)	MerchSource	ZL200830049167.2	07/22/2009

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Trademark	Owner	Status in Trademark Office	U.S. Application/ Registration No.	Application/ Registration Date
Little Shots	MerchSource	Registered	77/398,723	02/15/2008
Speedborg	MerchSource	Registered	3,648,651	06/30/2009
Speedspinner	MerchSource	Registered	3,648,650	06/30/2009
Wonderwall	MerchSource	Registered	3,648,649	06/30/2009
Fun 2 Save	MerchSource	Registered	3,644,843	06/03/2009
Merch Source	MerchSource	Registered	3,232,652	04/24/2007
Blue Hat Toy Company	MerchSource	Registered	3,474,154	07/22/2008
Shift3	MerchSource	Registered	3,541,665	12/02/2008
Shift3	MerchSource	Registered	3,587,092	03/10/2009
Sarah Peyton & design	MerchSource	Registered	3,603,089	04/07/2009
Sarah Peyton	MerchSource	Registered -	3,493,282	08/26/2008
Blue Hat Toy Company & design	MerchSource	Registered -	3,473,563	07/22/2008

APPLICATIONS

Trademark	Owner	Status in Trademark Office	U.S. Application/ Registration No.	Application/ Registration Date
Player (design)	MerchSource	Pending	77/581,940	09/30/2008
Player (actuator design)	MerchSource	Pending	77/581,946	09/30/2008
Vengeance	MerchSource	Allowed	77/646,467	01/09/2009
The Black Series	MerchSource	Pending	77/713,796	04/14/2009
The Black Series	MerchSource	Pending	77/713,802	04/14/2009
The Black Series	MerchSource	Pending	77/713,799	04/14/2009
The Black Series	MerchSource	Pending	77/713,812	04/14/2009
The Black Series	MerchSource	Pending	77/713,815	04/14/2009
The Black Series	MerchSource	Pending	77/713,817	04/14/2009
The Black Series by Shift3	MerchSource	Pending	77/713,823	04/14/2009
The Black Series by Shift3	MerchSource	Pending	77/713,825	04/14/2009
The Black Series by Shift3	MerchSource	Pending	77/713,829	04/14/2009

Trademark	Owner	Status in Trademark Office	U.S. Application/ Registration No.	Application/ Registration Date
U-Video	MerchSource	Pending	77/745,711	05/27/2009
Sarah Peyton & design	MerchSource	Published	77/614,683	11/14/2008
Shift3 & design	MerchSource	Pending	77/186,464	05/21/2007
Shift3	MerchSource	Suspended	77/186,364	05/21/2007