

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Topps Company, Inc.		10/29/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Administrative Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3658972	MATCH ATTAX	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	174495-005		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/Jean Paterson/		
Date:	11/02/2009		

CH \$40.00 3658972

Total Attachments: 6

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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):

THE TOPPS COMPANY, INC.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA - Federal

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 29, 2009

- Assignment
- Security Agreement
- Other Trademark Sec. Agt. Supplement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deutsche Bank Trust Company Americas

Internal Address: _____
as Administrative Agent

Street Address: 60 Wall Street

City: New York

State: NY

Country: USA Zip: 10005

- Association Citizenship USA - Federal
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Germany
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
NONE

B. Trademark Registration No.(s)
3,658,972

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: Maureen P. Murphy, Legal Assistant

Internal Address: _____

Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: ny Zip: 10013

Phone Number: 212-701-3283

Fax Number: 212-378-2440

Email Address: mmurphy@cahill.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Maureen P. Murphy
Signature

October 30, 2009
Date

MAUREEN P. MURPHY
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

Trademark Security Agreement Supplement

Trademark Security Agreement Supplement, dated as of October 29, 2009, by THE TOPPS COMPANY, INC. (the "Grantor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, reference is made to the Credit Agreement, dated as of October 12, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TORNANTE-MDP JOE ACQUISITION CORP., a Delaware corporation, the Grantor, TORNANTE-MDP JOE HOLDING LLC, a Delaware limited liability company (the "Parent"), the several banks and other financial institutions or entities from time to time parties to this Agreement (the "Lenders"), DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent, JPMORGAN CHASE BANK, N.A. and SOVEREIGN BANK, as Co-Documentation Agents, and DEUTSCHE BANK SECURITIES, INC., as Sole Lead Arranger and Bookrunner (the "Sole Lead Arranger"); and

WHEREAS, the Grantor (together with certain of its Affiliates (as such term is defined in the Credit Agreement)) is party to a Guarantee and Collateral Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") and to a Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), both dated as of October 12, 2007 in favor of the Administrative Agent; and

WHEREAS, pursuant to 6.8(a) of the Credit Agreement and Section 3.1 of the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement Supplement to reflect the inclusion of newly acquired Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following to secure the payment and performance of the Obligations:

hereto;

(a) Trademarks of such Grantor listed on the Supplement to Schedule I attached

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

Notwithstanding the foregoing, any “intent to use” trademark applications filed under 15 U.S.C. 1051(b) or other applicable statute for which a statement of use has not been filed (but only until such statement is filed) shall be excluded from the Collateral.

SECTION 3. Supplement to Schedule I to the Trademark Security Agreement. Schedule I to the Trademark Security Agreement is hereby supplemented by the Supplement to Schedule I attached hereto.

SECTION 4. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement Supplement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and to the Trademark Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement and in the Trademark Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement Supplement is deemed to conflict with the Guarantee and Collateral Agreement or the Trademark Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Guarantee and Collateral Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement Supplement.

SECTION 6. Counterparts. This Trademark Security Agreement Supplement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement Supplement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

THE TOPPS COMPANY, INC.

By: Andrew J. Gasper
Name: Andrew J. Gasper
Title: Vice President and Secretary

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Administrative Agent

By: *Scotty Lindsey*
Name: **Scotty Lindsey**
Title: **Director**

By: *Carin Keegan*
Name: **Carin Keegan**
Title: **Director**

[Signature Page Trademark Agreement Supplement]

SUPPLEMENT TO SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT SUPPLEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
The Topps Company, Inc.	3,658,972	7/21/2009	MATCH ATTAX