

**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)/Execution Date(s):

4541162 Canada Inc.

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

Citizenship (see guidelines) Canadian

Execution Date(s) March 30, 2010

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: Wachovia Capital Finance Corporation (New England), as

Agent

Internal Address: _____

Street Address: 150 South Wacker Drive

City: Chicago

State: IL

Country: USA

Zip: 60606

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other _____

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Massachusetts
 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) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

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: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved:

47

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,190

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683
 Expiration Date 10/12

b. Deposit Account Number _____
 Authorized User Name: _____

9. Signature:

Mercedes Ferrinas
 Signature

Mercedes Ferrinas
 Name of Person Signing

3/30/10
 Date

Total number of pages including cover sheet, attachments, and document. 10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-8995, or mailed to:

OP \$1265.00 77727072

Additional Conveying Parties:

MEGA Brands, Inc. (Canadian Corporation)

Rose Moon, Inc. (Tennessee Corporation)

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

4541162 CANADA INC.

Trademark Registrations/Applications

| Country | Trademarks | Serial No. | Filing date | Reg. No | Reg. date | Status |
|---------|--------------------------|------------|-------------|-----------|------------|------------|
| US | ALIEN AGENCY | 78/164,759 | 09/17/2002 | 2,818,454 | 02/24/2004 | Registered |
| US | AUBRETTA | 77/022,908 | 10/17/2006 | 3,385,965 | 02/19/2008 | Registered |
| US | BLOCK BUDDIES | 78/195,103 | 12/17/2002 | 2,856,912 | 06/22/2004 | Registered |
| US | BLOK BOTS (Stylized) | 76/564,926 | 12/12/2003 | 2,908,091 | 12/07/2004 | Registered |
| US | CARBON SERIES | 77/727,072 | 05/04/2009 | -- | -- | Pending |
| US | CREATIVITY TO THE RESCUE | 78/872,261 | 04/28/2006 | 3,610,451 | 04/21/2009 | Registered |
| US | DISCOVERY PARK | 78/301,094 | 09/16/2003 | 3,093,861 | 05/16/2006 | Registered |
| US | DRAGONS | 76/357,115 | 01/10/2002 | 3,298,417 | 09/25/2007 | Registered |
| US | DRAGONS UNIVERSE | 77/818,691 | 09/02/2009 | -- | -- | Pending |
| US | DRAGONS UNIVERSE logo | 77/943,952 | 02/24/2010 | -- | -- | Pending |
| US | ELEMENTALS | 78/268,563 | 06/30/2003 | 2,931,890 | 03/08/2005 | Registered |

| Country | Trademarks | Serial No. | Filing date | Reg. No | Reg. date | Status |
|---------|---------------------------|------------|-------------|-----------|------------|------------|
| US | FAST TRACKS | 78/374,278 | 02/26/2204 | 3,127,623 | 08/08/2006 | Registered |
| US | GYRORACERS | 78/193,223 | 12/11/2002 | 2,839,258 | 05/04/2003 | Registered |
| US | HANGAR 18 | 78/190,696 | 12/03/2002 | 2,826,582 | 03/23/2004 | Registered |
| US | ICOASTER | 78/773,371 | 12/14/2005 | 3,331,786 | 11/06/2007 | Registered |
| US | JUST BUILD | 78/195,165 | 12/17/2002 | 2,870,547 | 08/03/2004 | Registered |
| US | LEANDRA | 77/022,922 | 10/17/2006 | 3,382,476 | 02/12/2008 | Registered |
| US | LINXTERS | 78/671,106 | 07/15/2005 | 3,277,023 | 08/07/2007 | Registered |
| US | MACTASTIK | 78/655,192 | 06/21/2005 | 3,199,744 | 01/16/2007 | Registered |
| US | MAG-WARRIORS | 78/635,003 | 05/23/2005 | 3,392,927 | 03/04/2008 | Registered |
| US | MEGA | 75/090,001 | 04/10/1996 | 2,102,250 | 09/30/2007 | Registered |
| US | MEGA BLOKS | 73/584,349 | 02/24/1986 | 1,464,722 | 11/10/1987 | Registered |
| US | MEGA BLOKS & design | 75/228,809 | 01/21/1997 | 2,142,361 | 03/10/1998 | Registered |
| US | MEGA BLOKS & design (old) | 73/537,262 | 05/13/1985 | 1,468,445 | 12/08/1987 | Registered |
| US | MEGA BRANDS | 78/795,855 | 01/20/2006 | -- | -- | Pending |
| US | MEGA logo | 78/978,069 | 05/19/2005 | -- | -- | Pending |
| US | MEGA logo | 78/978,058 | 05/19/2005 | -- | -- | Pending |

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| Country | Trademarks | Serial No. | Filing date | Reg. No | Reg. date | Status |
|---------|-----------------------|------------|-------------|-----------|------------|------------|
| US | MEGA PLAY | 78/195,105 | 12/17/2002 | 2,872,723 | 08/10/2004 | Registered |
| US | MEGA PLAY! Logo | 76/491,997 | 02/24/2003 | 2,839,111 | 05/04/2004 | Registered |
| US | MEGA PUZZLES logo | 77/726,107 | 04/30/2009 | 3,733,721 | 01/05/2010 | Registered |
| US | METAL AGES | 78/549,288 | 01/18/2005 | 3,211,852 | 02/20/2007 | Registered |
| US | MYSTIC BABIES | 78/915,266 | 06/23/2006 | 3,374,300 | 01/22/2008 | Registered |
| US | NBO SHIFTERS | 77/045,625 | 11/16/2006 | 3,382,516 | 02/12/2008 | Registered |
| US | PIRATE QUEST & design | 77/708,707 | 04/07/2009 | -- | -- | Pending |
| US | POCKET BLOCKS | 78/258,086 | 06/04/2003 | 3,024,381 | 12/06/2005 | Registered |
| US | PROBUILDER | 74/653,421 | 03/29/1995 | 1,990,951 | 08/06/1996 | Registered |
| US | RTVIK | 74/039,548 | 03/19/1990 | 1,636,999 | 03/05/1991 | Registered |
| US | SECURE THE FUTURE | 78/210,745 | 02/04/2003 | 2,841,820 | 05/11/2004 | Registered |
| US | SITARA | 77/022,902 | 10/17/2006 | 3,445,754 | 06/10/2008 | Registered |
| US | STREETZ | 77/561,517 | 09/03/2008 | 3,674,270 | 08/25/2009 | Registered |
| US | STRUXX | 77/311,845 | 10/24/2007 | 3,573,636 | 02/10/2009 | Registered |
| US | SUPER TECH HEROES | 78/601,093 | 04/04/2005 | 3,103,555 | 06/13/2006 | Registered |
| US | TINY 'N' TUFF | 76/357,113 | 01/10/2002 | 2,762,588 | 09/09/2003 | Registered |

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| Country | Trademarks | Serial No. | Filing date | Reg. No | Reg. date | Status |
|---------|--------------------------|------------|-------------|-----------|------------|------------|
| US | TINY 'N' TUFF | 76/357,113 | 01/10/2002 | 2,762,588 | 09/09/2003 | Registered |
| US | TINY 'N' TUFF BUILDABLES | 77/212,856 | 06/22/2007 | 3,595,612 | 03/24/2009 | Registered |
| US | WONDER COASTER | 78/778,187 | 12/21/2005 | 3,341,525 | 11/20/2007 | Registered |
| US | WONDERBUILDERS | 77/050,885 | 11/27/2006 | 3,524,702 | 10/28/2008 | Registered |

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None

ROSE MOON, INC

Trademark Registrations/Applications

| Country | Trademarks | Serial No. | Filing date | Reg. No. | Reg. date | Status |
|---------|-------------|------------|-------------|-----------|------------|------------|
| US | CROWN CEDAR | 76/384,230 | 03/19/2002 | 2,782,849 | 11/11/2003 | Registered |
| US | MOONBEAMS | 74/570,725 | 09/07/1994 | 1,911,393 | 08/15/1995 | Registered |
| US | STETRO | 73/581,798 | 02/07/1986 | 1,408,470 | 09/09/1986 | Registered |
| US | TRY-REX | 75/283,370 | 04/29/1997 | 2,165,665 | 06/16/1986 | Registered |

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of March, 2010, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually a "Grantor"), and WACHOVIA CAPITAL FINANCE CORPORATION (NEW ENGLAND), in its capacity as administrative agent and collateral agent (in such capacity and together with its successors and assigns, "Agent") acting for and on behalf of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated of even date herewith (as the same now exists or may hereafter be amended, restated, supplemented, modified, extended, renewed or replaced, from time to time, the "Loan Agreement"), among MEGA Brands Inc., a Canadian corporation ("Canadian Borrower"), Mega Brands America, Inc., a New Jersey corporation ("Mega US") and Rose Moon, Inc., a Tennessee corporation ("Rose Moon", and together with Mega US, each individually, a "US Borrower", and collectively, "US Borrowers", and together with Canadian Borrower, each a "Borrower" and collectively, "Borrowers"), Mega Bloks Financial Services Inc./Services Financiers Mega Bloks Inc., a Canadian corporation ("Mega Bloks Services"), 4541162 Canada Inc., a Canadian corporation ("IPCO" and together with Mega Bloks Services, each individually, a "Canadian Guarantor", and collectively, "Canadian Guarantors"), MB US Inc., a Delaware corporation ("MB US"), MB2 LP, a Delaware limited partnership ("MB2 LP"), MB Finance LLC, a Delaware limited liability company ("MB Finance" and together with MB US and MB2, each individually, a "US Guarantor", and collectively, "US Guarantors"), MEGA Brands International, a Luxembourg company ("Mega Luxembourg"), MEGA Brands Australia Pty Ltd, an Australia limited liability company ("Mega Australia"), Mega Bloks Latinoamerica S.A. de C.V., a company organized under the laws of Mexico ("Mega Mexico"), MEGA Brands Europe NV, a company organized under the laws of Belgium ("Mega Belgium", and together with Mega Luxembourg, Mega Australia and Mega Mexico, each individually, a "Foreign Guarantor" and collectively, "Foreign Guarantors", and together with Canadian Guarantors and US Guarantors, each individually, a "Guarantor", and collectively, "Guarantors"), the lenders party thereto as "Lenders" ("Lenders"), Agent and Lenders have agreed to make loans and provide other financial accommodations to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and Lenders are willing to make the loans and provide the financial accommodations to Borrowers as provided for in the Loan Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Secured Parties, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as the same now exists or may hereafter be amended, restated, supplemented, modified, extended, renewed or replaced the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Loan Agreement.
2. Grant Of Security Interest In Trademark Collateral. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and

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interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

2.1 all of such Grantor's Trademarks to which it is a party including those referred to on Schedule I hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

2.3 any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

2.4 all payments and royalties and rights to payments and royalties arising out of the sale, lease, license, assignment or other disposition thereof.

3. Security For Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Authorization To Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. Construction. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or


any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Loan Agreement) of all Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. Controlling Law. The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

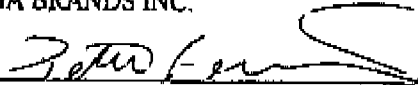
[SIGNATURE PAGE FOLLOWS]

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

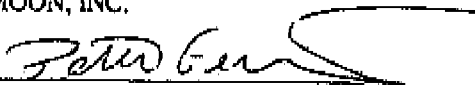
4541162 CANADA INC.

By: 
Name:
Title:

MEGA BRANDS INC.

By: 
Name:
Title:

ROSE MOON, INC.

By: 
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

WACHOVIA CAPITAL FINANCE CORPORATION
(NEW ENGLAND), as Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

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

4541162 CANADA INC.

By: _____
Name:
Title:

MEGA BRANDS INC.

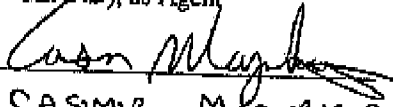
By: _____
Name:
Title:

ROSE MOON, INC.

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

WACHOVIA CAPITAL FINANCE CORPORATION
(NEW ENGLAND), as Agent

By: 
Name: CASIMIR MAZURKIEWICZ
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]