

**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
4541162 CANADA INC.		03/30/2010	CORPORATION: CANADA
ROSE MOON, INC.		03/30/2010	CORPORATION: TENNESSEE
MEGA BRANDS INC.		03/30/2010	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	CIBC MELLON TRUST COMPANY
Street Address:	2001 UNIVERSITY STREET
Internal Address:	SUITE 1600
City:	MONTREAL, QUEBEC
State/Country:	CANADA
Postal Code:	H3A 2A6
Entity Type:	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 46**

Property Type	Number	Word Mark
Registration Number:	2818454	ALIEN AGENCY
Registration Number:	3385965	AUBRETIA
Registration Number:	2856912	BLOCK BUDDIES
Registration Number:	2908091	BLOK BOTS
Serial Number:	77727072	CARBON SERIES
Registration Number:	3610451	CREATIVITY TO THE RESCUE
Registration Number:	3093861	DISCOVERY PARK
Registration Number:	3298417	DRAGONS
Serial Number:	77818691	DRAGONS UNIVERSE
Serial Number:	77943952	DRAGONS UNIVERSE
Registration Number:	2931890	ELEMENTALS
Registration Number:	3127623	FAST TRACKS

CH \$1165.00 2818454

**900160284**

**TRADEMARK**  
**REEL: 004190 FRAME: 0327**

Registration Number:	2839258	GYRORACERS
Registration Number:	2826582	HANGAR 18
Registration Number:	3331786	ICOASTER
Registration Number:	2870547	JUST BUILD
Registration Number:	3382476	LEANDRA
Registration Number:	3277023	LINXTERS
Registration Number:	3199744	MAGTASTIK
Registration Number:	3392927	MAG-WARRIORS
Registration Number:	2102250	MEGA
Serial Number:	73584349	MEGA BLOKS
Registration Number:	2142361	MEGA BLOKS
Registration Number:	1468445	MEGA BLOKS
Serial Number:	78795855	MEGA BRANDS
Serial Number:	78978069	MEGA
Serial Number:	78978058	MEGA
Registration Number:	2872723	MEGA PLAY
Registration Number:	2839111	MEGA PLAY!
Registration Number:	3733721	MEGA PUZZLES
Registration Number:	3211852	METAL AGES
Registration Number:	3374300	MYSTIC BABIES
Registration Number:	3382516	NEO SHIFTERS
Serial Number:	77708707	PIRATE QUEST
Registration Number:	3024381	POCKET BLOCKS
Registration Number:	1990951	PROBUILDER
Registration Number:	1636999	RITVIK
Registration Number:	2841820	SECURE THE FUTURE
Registration Number:	3445754	SITARA
Registration Number:	3674270	STREETZ
Registration Number:	3573636	STRUXX
Registration Number:	3103555	SUPER TECH HEROES
Registration Number:	2762588	TINY 'N TUFF
Registration Number:	3595612	TINY 'N TUFF BUILDABLES
Registration Number:	3341525	WONDER COASTER
Registration Number:	3524702	WONDERBUILDERS

CORRESPONDENCE DATA

Fax Number: (646)848-4455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-848-4455  
Email: jlik@shearman.com  
Correspondent Name: Gloria Jung  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Shearman & Sterling LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	7491/54
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DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	GLORIA JUNG
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Signature:	/GLORIA JUNG/
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Date:	04/22/2010
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Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made March 30, 2010, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually a "Grantor"), and CIBC MELLON TRUST COMPANY, in its capacity as trustee under the Indenture and hereunder (in such capacities and together with its successors and assigns, "Trustee") acting for and on behalf of the Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Indenture, dated as of January 28, 2010, (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "Indenture"), by and among MEGA Brands Inc., a Canadian corporation ("Issuer"), the other obligors party thereto (such obligors together with the additional guarantors with respect thereto, collectively the "Guarantors") and Trustee, Issuer has agreed to issue and deliver certain senior secured debentures (the "Debentures") to the Trustee to be held by the debentureholders (together with their respective successors and assigns, the "Debentureholders") pursuant to the terms and conditions of the Indenture, and

WHEREAS, Grantors have entered into the Security Agreement in order to induce the Trustee to enter into the Indenture Documents and to induce the Debentureholders to purchase the Debentures as provided for in the Indenture; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Trustee, 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 Indenture.

2. Grant Of Security Interest In Trademark Collateral. Each Grantor hereby grants to Trustee, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and 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 Intellectual Property 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 Trustee, 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 Trustee, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Trustee 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 Trustee 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 Trustee 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 Trustee'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 Indenture 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 Indenture 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 Indenture Document refer to this Trademark Security Agreement or such other Indenture Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Indenture 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 Indenture 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 Indenture Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash 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.

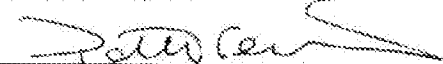
4541162 CANADA INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ROSE MOON, INC.


By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

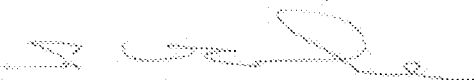
MEGA BRANDS INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

CIBC MELLON TRUST COMPANY, as Trustee

By:   
Name: Pierce Freubay  
Title: Account Manager

  
Pamela Clarke  
Associate Manager



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	78-164759	2003-Jun-03	2818454	2004-Feb-24	Not renewed
US	AUBRETTA	77-022908	2006-Oct-17	3385965	2008-Feb-19	Registered
US	BLOCK BUDDIES	78-195103	2002-Dec-17	2856912	2004-Jun-22	Registered
US	BLOK BOYS (Stylized)	76-564926	2003-Dec-12	2908091	2004-Dec-07	Registered
US	CARBON SERIES	77-727,072	May 1 2009			Pending
US	CREATIVITY TO THE RESCUE	78-872261	2006-Apr-28	3610451	2009-Apr-21	Registered
US	DISCOVERY PARK	78301094	2003-Sep-16	3093861	2006-May-16	Registered
US	DRAGONS	76357115	2002-Jan-10	3298417	2007-Sep-25	Registered
US	DRAGONS UNIVERSE	77818691	2009-Sep-02			Pending
US	DRAGONS UNIVERSE logo	77943952	2010-Feb-24			Pending
US	ELEMENTALS	78-268563	2003-Jun-30	2931890	2005-Mar-08	Registered

Country	Trademarks	Serial No.	Filing date	Reg. No.	Reg. date	Status
US	FAST TRACKS	78-374278	2004-Feb-26	3127623	2006-Aug-08	Registered
US	GYRORACERS	78-193223	2002-Dec-11	2839258	2004-May-04	Registered
US	HANGAR 18	78-190696	2002-Dec-03	2826582	2004-Mar-23	Registered
US	ICOASTER	78-773371	2005-Dec-14	3331786	2007-Nov-06	Registered
US	JUST BUILD	78-195165	2002-Dec-17	2870547	2004-Aug-03	Registered
US	LEANDRA	77-022922	2006-Oct-17	3382476	2008-Feb-12	Registered
US	LINXTERS	78-671106	2005-Jul-15	3277023	2007-Aug-07	Registered
US	MAGTASTIK	78-655192	2005-Jun-21	3199744	2007-Jan-16	Registered
US	MAG-WARRIORS	78-635003	2005-May-23	3392927	2008-Mar-04	Registered
US	MEGA	75-090001	1996-Apr-10	2102250	1997-Sep-30	Registered
US	MEGA BLOKS	73-584349	1986-Feb-24	73584349	1986-Feb-24	Registered
US	MEGA BLOKS & design	75-228809	1997-Jan-21	2142361	1998-Mar-10	Registered
US	MEGA BLOKS & design (old)	73-537262	1985-May-13	1468445	1987-Dec-08	Registered
US	MEGA BRANDS	78-795855	2006-Jan-20			Opposed
US	MEGA logo	78-978069	2006-May-19			Opposed
US	MEGA logo	78-978058	2006-May-19			Opposed

Country	Trademarks	Serial No.	Filing date	Reg. No	Reg. date	Status
US	MEGA PLAY	78-195105	2002-Dec-17	2872723	2004-Aug-10	Registered
US	MEGA PLAY! Logo	76-491997	2003-Feb-24	2839111	2004-May-04	Registered
US	MEGA PUZZLES logo	77-726,107	Apr 30 2009	3733721	2010-Jan-05	Registered
US	METAL AGES	78-549288	2005-Jan-18	3211852	2007-Feb-20	Registered
US	MYSTIC BABIES	78-915266	2006-Jun-23	3,374,300	2008-Jan-22	Registered
US	NEO SHIFIERS	77-045625	2006-Nov-16	3382516	2008-Feb-12	Registered
US	PIRATE QUEST & design	77-708,707	2009-04-07			Pending
US	POCKET BLOCKS	78-258086	2003-Jun-04	3024381	2005-Dec-06	Registered
US	PROBUILDER	74-653421	1995-Mar-29	1990951	1996-Aug-06	Registered
US	RITVIK	74-039548	1990-Mar-19	1636999	1991-Mar-05	Registered
US	SECURE THE FUTURE	78-210745	2003-Feb-04	2841820	2004-May-11	Registered
US	SITARA	77-022902	2006-Oct-17	3445754	2008-Jun-10	Registered
US	STREETZ	77-561517	2008-Sep-03	3674270	2009-Aug-25	Registered
US	STRUXX	77-311845	2007-Oct-24	3,573,636	2009-02-10	Registered
US	SUPER TECH HEROES	78-601093	2005-Apr-04	3103555	2006-Jun-13	Registered
US	TINY 'N TUFF	76-357113	2002-Jan-10	2762588	2003-Sep-09	Registered

Country	Trademarks	Serial No.	Filing date	Reg. No	Reg. date	Status
US	TINY 'N TUFF	76357113	Jan 10 2002	2762588	2003-Sep-09	Registered
US	TINY 'N TUFF BUILDABLES	77-212856	2007-Jun-22	3 595 612	2009-Mar-24	Registered
US	WONDER COASTER	78-778187	2005-Dec-21	3341525	2007-Nov-20	Registered
US	WONDERBUILDERS	77-050885	2006-Nov-27	3524702	2008-Oct-28	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	Mar 19 2002	2 782 849	Nov 11 2003	Registered
US	MOONBEAMS	74-570,725	Sep 07 1994	1 911 393	Aug 15 1995	Registered
US	STETRO	73-581,798	Feb 07 1986	1 408 470	Sep 09 1986	Registered
US	TRY-REX	75-283,370	Apr 19 1997	2 165 665	Jun 16 1998	Registered

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None