

RECORDATION FORM COVER SHEET

MRD 7/6/99

TR 07-07-1999



Tab settings

To the Honorable Commissioner of Patents and

... documents or copy thereof

101084515

1. Name of conveying party(ies): Strombecker Corporation

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State IL, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: June 30, 1999

Name: LaSalle Bank National Association Internal Address:

Street Address: 135 South LaSalle Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship, Association

- General Partnership, Limited Partnership, Corporation State

Other Bank

If assignee is not domiciled in the United States, a designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark

A. Trademark Application No.(s) -See the attached-

B. Trademark Registration -See the attached-

Additional numbers attached? Yes

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Reserve Corp.

Internal Address:

Street Address: 400 Seventh St NW

Suite 101

City: Washington Stat DC ZIP 20004

6. Total number of applications and registrations

59

7. Total fee (37 CFR 3.41) \$ 1,490.00

- Enclosed, Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Rebecca L. Foley Name of Person

Rebecca L. Foley Signature

6/30/99

Date

8

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

07/06/1999 179102 0000122 179102 01 FC:481 02 FC:482

Attachment 1—Trademarks

<u>U.S. Registered Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
HIDE-A-WAND	1,791,027	08/31/93
AFTERNOON TEA	2,216,535	01/05/99
BLOW-LOONS	1,873,345	01/10/95
BUBBLE FLYER	1,933,706	11/07/95
BUBBLE FORCE	1,926,916	10/17/95
BUBBLE MAGIC	1,283,108	01/03/84
C-LEAK	833,494	08/08/67
CAP BANGERS	1,863,796	11/22/94
CHEMTOY	820,668	12/20/66
CHILTON TOYS	1,681,318	03/31/92
CHILTON TOYS AND DESIGN	1,681,317	03/31/92
CHILTON-GLOBE	1,682,131	04/07/92
COLOR UPS	1,679,499	03/17/92
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ENGLISH BREAKFAST	2,224,356	02/16/99
ESQUIRE/NICHOLS	1,323,443	03/05/85
FASHION SPORT	1,733,281	11/17/92
FAT KATS	1,143,528	12/16/80
FIFTH AVENUE GIRL	1,497,868	07/26/88
GLITTER ART	620,082	01/24/56
HARD BODY	1,472,504	01/12/88
HARD BODY DESIGN	1,785,684	08/03/93
HITCH-UPS	920,598	09/21/71
INTIMIDATOR	1,780,442	07/06/93
JAM-PAC	933,860	05/16/72
JUST FOR ME	2,149,456	04/07/98
KEEP ON TRUCKING	1,084,133	01/31/78
KINDER LOGS	1,743,315	12/29/92
LEMON TWIST	1,050,162	10/12/76
LIBBY LEE	1,018,076	08/12/75
LOTS A FUN BUBBLE SET	1,911,538	08/15/95
LOTS A WAYS	1,190,805	02/23/82
MAGIC WAND	1,279,091	05/22/84
MAJIK	1,807,559	11/30/93
MAJIK	1,835,546	05/10/94
MARSHAL	1,902,863	07/04/95
MR. BUBBLES	1,044,796	07/20/76
NOGGINS	1,499,517	08/09/88

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STROMBECKER	652,689	10/08/57
SUPER STICKS	947,852	11/28/72
TOOTSIETOY	365,092	02/21/39
TOOTSIETOY	505,201	12/28/48
TOUGHS	1,144,383	12/23/80
TURBO RIDERS	1,892,710	05/02/95
WEDDING MOMENTS	2,242,752	05/04/99
WHY NOT PARTY	1,456,030	09/08/87
WONDER	554,476	02/05/52
WONDER BOUNCERS	1,874,764	01/17/95

Trademark Applications

<u>U.S. Pending Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
FUN...PURE AND SIMPLE & TOOTSIETOY LOGO	75/636,127	02/08/99
LITTLE GOURMET	75/442,994	03/02/98
LOTS A FUN	74/419,999	07/28/93
PULL BACK AND GO	75/617,044	01/05/99
RUBY'S	75/458,444	03/27/98

TRADEMARK SECURITY AGREEMENT

WHEREAS, STROMBECKER CORPORATION, an Illinois corporation ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into a Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with LaSalle Bank National Association, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders"), and the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by Agent and the Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee, for the benefit of Agent and the Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Intellectual Property (as defined in the Security Agreement), trademark registrations, trademark applications and trademark licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any renewals thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule VI to the Security Agreement, and all of the goodwill of the business connected

with the use of, and symbolized by, each of Grantor's trademarks that are the subject of any trademark license; and

(3) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license listed on Schedule VI to the Security Agreement, to the extent that Grantor is entitled to such proceeds under the applicable license or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

Trademark Collateral does not include Grantor's rights in: (a) trademark licenses under which Grantor is licensee, to the extent that granting a security interest in the license is prohibited by the relevant license agreement; and (b) any trademark application based on an intent to use th trademark, until such time as the trademark is used in commerce and an Amendment to Allege Use of Statement of Use is filed and accepted by the United States Patent and Trademark Office.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 30th day of June, 1999.

Acknowledged:

**LASALLE BANK NATIONAL
ASSOCIATION**

By: Mary Lou Bartlett
Mary Lou Bartlett
Vice President

STROMBECKER CORPORATION

By: Daniel Shure
Daniel Shure
President

Trademark Security Agreement

**TRADEMARK
REEL: 001917 FRAME: 0406**

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

On the 30th day of June, 1999 before me personally appeared Daniel Shure, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as President of Strombecker Corporation, who being by me duly sworn, did depose and say that he is President of Strombecker Corporation, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Rebecca L. Foley

Notary Public



My commission expires:

9/28/02

Trademark Security Agreement

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