

01-31-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101253772

MD
1-14-00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☐ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

01/31/2000 DNGUYEN 00000036 2045971

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
550.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002012 FRAME: 0964

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,045,971"/>	<input type="text" value="1,972,916"/>	<input type="text" value="2,157,117"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,946,792"/>	<input type="text" value="2,025,937"/>	<input type="text" value="2,008,986"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,775,193"/>	<input type="text" value="1,775,192"/>	<input type="text" value="1,754,420"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

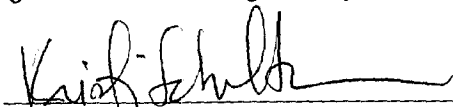
Yes ☐

No ☐

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. Charges to deposit account are authorized, as indicated herein.

Kristi Schultz



01/11/2000

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1,720,193	1,706,691	1,729,553
1,737,804	1,762,756	1,587,763
1,539,299	1,508,109	1,418,329
1,412,642	1,289,175	1,241,325
1/223,561	901,156	

TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 6th day of January, 2000, is by and between Stuart Entertainment, Inc., a Delaware corporation ("Borrower"), and Foothill Capital Corporation, a California corporation ("Agent"), as agent for the Lenders (as defined below).

W I T N E S S E T H

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith among Borrower, the lenders from time to time party thereto ("Lenders") and Agent, as a lender and as agent for the Lenders (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Agent and the Lenders have agreed to make certain loans to Borrower, and to extend certain other financial accommodations to or for the benefit of Borrower;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Agent, on behalf of itself and the Lenders, agree as follows:

1. Incorporation of Loan Agreement; Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Agent, on behalf of itself and the Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of Borrower's business connected with the use of and symbolized by the trademarks (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks. Borrower represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by Borrower. If, before the Obligations shall have been satisfied in full and the Loan Agreement has been terminated, Borrower shall obtain any new federally registered Trademarks, Borrower shall give Agent prompt written notice thereof. Borrower hereby agrees that, upon Agent's written request, Borrower will execute and deliver to Agent one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new federally registered Trademarks owned by Borrower.

4. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Loan Agreement has been terminated in accordance with its terms.

5. Effect on Other Agreements; Cumulative Remedies. At any time an Event of Default exists or has occurred and is continuing, Agent shall have all rights and remedies provided in this Mortgage, the other Loan Documents, the Uniform Commercial Code and other applicable law, all of which rights and remedies may be exercised without notice to or consent by Borrower, except as such notice or consent is expressly provided for hereunder or in the Loan Agreement or as required by applicable law. Borrower acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Agent and the Lenders under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent with respect to the Trademarks, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Mortgage shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Agent and Lenders and their successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

STUART ENTERTAINMENT, INC.

By *Lauren X Taylor*
Its Ceo

Accepted and Agreed to as of the date first written above:

FOOTHILL CAPITAL CORPORATION, as Agent

By _____
Its _____


IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

STUART ENTERTAINMENT, INC.

By _____
Its _____

Accepted and Agreed to as of the date first written above:

FOOTHILL CAPITAL CORPORATION, as Agent

By  _____
Its VICE PRESIDENT _____

◆ STUART ENTERTAINMENT, INC. ◆
◆ TRADEMARK REPORT ◆

Mark	Serial No. (Registration No.)	Date Filed (Date Registered)	Status
BINGO QUEEN	75091,104 (2,045,971)	4/19/96 (3/18/97)	Registered
TF INK & DESIGN	74682,177 (1,972,916)	5/25/95 (5/7/96)	Registered
BOOKS OF CHOICE	74641,892 (2,197,117)	3/2/95 (5/12/96)	Registered
TRADEPRO	74626,106 (1,946,792)	1/26/93 (1/9/96)	Registered
LUCKY SPOT & DESIGN	74612,283 (2,023,937)	12/19/94 (12/24/96)	Registered
GOLD SPOT (STYLIZED)	74598,776 (2,008,986)	11/14/94 (1/01/96)	Registered
TRADE PRODUCTS (STYLIZED)	742104,396 (1,773,193)	8/14/92 (6/8/93)	Registered
TPI AND DESIGN	74304,390 (1,773,192)	8/14/92 (6/8/93)	Registered
WEED-BUG-FUN INTO-BUGS-QUACKING	74289,287	11/19/91	Abandoned
WORLD'S MOST FUN -PARKS-	74220,785	11/12/91	Abandoned

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Mark	Serial No. (Registration No.)	Date Filed (Date Registered)	Status
WILD NUMBER	74/206,432 (1,734,420)	9/24/91 (7/23/93)	Registered
THE MARK OF A WINNER	74/192,077 (1,720,193)	8/6/91 (9/29/92)	Registered
FLORIDA GOLD	74/189,603 (1,706,691)	7/29/91 (8/11/92)	Registered
SAFE-T	74/168,006 (1,729,553)	5/20/91 (11/3/92)	Registered
SEMPER PARVUS	84/164,439 (1,706,778)	5/6/91 (9/10/92)	Cancelled
TRULUCK'S	74/146,332 (1,737,804)	3/11/91 (12/1/92)	Registered
QUICK-HOT	74/139,237 (1,856,778)	1/28/91 (6/29/94)	Cancelled
RAFF	74/135,066 (1,868,996)	7/22/91 (10/30/94)	Cancelled
XVY & DESIGN	74/124,286 (1,762,756)	12/18/90 (4/6/93)	Registered
BUNCO & DESIGN	74/121,909 (1,694,598)	12/4/90 (7/7/92)	Cancelled
TORENT BINGO & DESIGN	74/117,801 (1,690,375)	12/4/90 (12/24/91)	Cancelled
IMPERIAL	74/100,983 (1,614,936)	11/28/89 (9/16/90)	Cancelled
SOFT-BREEZE	73/803,436 (1,802,538)	1/17/89 (6/19/90)	Cancelled

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Mark	Serial No. (Registration No.)	Date Filed (Date Registered)	Status	
LETTAB-908	73/808,029 (1,662,337)	11/19/89 (6/19/89)	Cancelled	
HUGH-TOM	73/808,428 (4,601,111)	11/11/89 (6/12/89)	Cancelled	
SWEEBGRAKES DUNCO	73/814,728 (4,688,011)	8/28/89 (3/28/89)	Cancelled	C
PAY CODE & DESIGN	73/809,168 (1,587,763)	6/26/89 (3/20/90)	Registered	C
TABRIES & DESIGN	73/727,970 (1,539,299)	5/11/88 (5/16/89)	Registered	C
WIN-CODE	73/719,014 (1,508,109)	3/28/88 (10/11/88)	Registered	C
WINPATEL	73/712,649 (1,524,964)	2/23/88 (1/24/89)	Cancelled	C
SECURITY SYSTEM PROTECTION WIN- CODE & DESIGN	73/572,059 (1,418,329)	12/6/85 (11/25/86)	Registered	C
LEGENDS IN CONCERT	73/543,171 (1,412,642)	6/17/85 (10/7/86)	Registered	
THE AUTOTRONIC	73/427,975 (1,289,175)	5/27/83 (8/7/84)	Registered	C
SAFETY	73/363,082 (1,241,325)	5/5/82 (6/7/83)	Registered	Co
DOWNBROTHREFFUS EQUIPMENT	73/341,089 (1,228,581)	12/7/81 (11/14/83)	Registered	
SHORT-STOOP	73/307,497 (1,214,894)	9/30/81 (11/29/82)	Cancelled	Co

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Sent by: BINGO KING LAW DEPT

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Mark	Serial No. (Registration No.)	Date Filed (Date Registered)	Status
BONANZA BINGO	73714,465 (1/22,561)	6/12/81 (1/11/83)	Registered
BINGO KING & DINGO	73024,612 (1/06,120)	2/27/76 (7/18/77)	Expired
BINGO KING	73734,199 (901,156)	8/1/69 (10/20/70)	Renewed
KBBB-KWWEK	73707,866 (402,443)	9/30/76 (8/16/77)	Expired

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