



101534154

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

**TLC ENTERTAINMENT PROPERTIES, LLC**  
**500 Redwood Boulevard**  
**Novato, CA 94947**

- ☐ Individuals(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State  
☒ Other a **DE LIMITED LIABILITY COMPANY**

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: **October 18, 2000**

## 2. Name and address of receiving party(ies)

Name: **FOOTHILL CAPITAL CORPORATION, AS AGENT**

Internal Address:

Street Address: **2450 Colorado Ave.,**  
**#3000W**

City: **Santa Monica** State: **California** ZIP: **90404**

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State **California**  
☐ Other

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

## 4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

**Babyz (Serial #75/477,860)**

B. Trademark Registration No.(s)

**Allied General (Reg. #2,040,432)**Additional numbers attached? ☒ Yes ☐ No

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

**Mr. Sigi Hinojosa**Name: **Buchalter, Nemer, Fields & Younger**

Internal Address:

Street Address: **601 South Figueroa Street, 24th Floor**City: **Los Angeles** State: **California** ZIP: **90017**

## 6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41) ..... \$ **1440.00**☐ Enclosed☒ Authorized to be charged to deposit account

## 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.**MR. SIGI HINOJOSA**

Name of Person Signing

Signature

**October 27, 2000**

Date

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

**Mattel, Inc. Trademarks Assigned to TLC Entertainment Properties, LLC**

<b>Trademark/ Service mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
ALLIED GENERAL	2/25/97	2,040,412
ANCIENT ART OF WAR, THE	10/22/85	1,366,854
AZRAEL'S TEAR	2/11/97	2,037,829
BALLZ	5/14/96	1,974,067
BUCCANEER	2/17/98	2,137,919
CATZ	2/17/98	2,138,010
CHESSMASTER	10/6/87	1,459,935
COMMANDER BLOOD	10/8/96	2,007,003
CROSSWORDS PLUS	10/3/95	1,924,717
CYBERSPEED	1/14/97	2,031,098
DARKLORDS RISING	6/6/00	2,355,997
DEATHWARE	9/30/97	2,101,612
DOGZ	2/24/98	2,139,818
DRAGON LORE	10/1/96	2,004,704
EVASIVE ACTION	10/17/95	1,927,167
FANTASY GENERAL	2/18/97	2,038,855
FIGHTING STEEL WWII SURFACE COMBAT 1939-1942	5/2/00	2,347,608

Trademark/ Service mark	Registration Date	Registration Number
FINAL LIBERATION		2,269,651
IMPERIALISM	12/16/97	2,122,401
IN THE 1ST DEGREE	7/30/96	1,990,481
KARATEKA	11/12/85	1,370,348
LODE RUNNER	11/27/84	1,307,251
LUFTWAFFE COMMANDER	4/18/00	2,344,090
MINDSCAPE	11/3/87	1,463,319
MINDSCAPE	7/16/96	1,986,571
MINDSCAPE COMPLETE REFERENCE LIBRARY	10/1/96	2,005,140
MISC DESIGN (MINDSCAPE FLOATING CLOUD	10/27/98	2,199,591
NECRODOME	10/28/97	2,109,761
ODDBALLZ	6/16/98	2,165,321
OUT TO LUNCH	1/31/95	1,877,178
PACIFIC GENERAL	1/6/98	2,127,781
PANZER GENERAL	3/25/97	2,047,076
PATAANK	12/26/95	1,944,542
PF. MAGIC	2/13/96	1,956,781
PF. MAGIC	10/6/98	2,192,981

Trademark	Registration Date	Registration Number
POOL CHAMPION	3/18/97	2,046,644
PRINCE OF PERSIA	6/4/91	1,646,934
PRINCE OF PERSIA 2: THE SHADOW AND THE FLAME	4/19/94	1,831,418
REAL DEAL, THE	1/28/97	2,034,554
RED ORB & Design	10/26/99	2,289,312
RED ORB ENTERTAINMENT	11/30/99	2,296,454
REIGN OF HEROES	9/1/98	2,186,751
ROAD TO THE TOP	9/19/95	1,921,005
SILENT HUNTER	2/1/00	2,314,441
SOLDIERS AT WAR	11/3/98	2,202,065
SSI logo	10/23/90	1,618,887
SSI STRATEGIC SIMULATIONS, INC. logo	10/23/90	1,618,888
STARWINDER	12/9/97	2,120,375
STEEL PANTHERS	5/16/00	2,349,218
STRATEGIC SIMULATIONS, INC.	11/29/88	1,514,715
TAKE NO PRISONERS	8/25/98	2,185,093
THUNDERSCAPE	1/14/97	2,031,241
TOONSCAPE	1/21/97	2,032,817

Trademark	Registration Date	Registration Number
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ULTIMATE DOMAIN	3/12/96	1,962,332
WAR WIND	7/8/97	2,077,634
WARBREEDS	9/1/98	2,186,715
WORLDSCAPE	6/23/98	2,167,891

## Mattel, Inc. Trademark Applications Assigned to TLC Entertainment Properties, LLC

Trademark/ Service mark	Filing Date	Application Number
BABYZ	5/1/98	75/477,860
CROSSWORD MAGIC	11/18/97	75/392,491
OPENING WEEKEND	8/31/99	75/789,380
PETZ	5/7/99	75/699,382
RAT ATTACK	4/2/98	75/464,182
RED ORB ENTERTAINMENT & Design	6/5/97	75/303,612

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of October 18, 2000, is entered into between TLC ENTERTAINMENT PROPERTIES LLC, a Delaware limited liability company ("Debtor"), on the one hand, and FOOTHILL CAPITAL CORPORATION, a California corporation ("Foothill"), in its capacity as agent for the Lenders ("Agent"), on the other hand, in light of the following facts:

A. Agent and one or more financial institutions (collectively, the "Lenders") have entered into that certain Loan and Security Agreement dated as of October 18, 2000 (the "Loan Agreement") with GTG/Wizard, LLC, a Delaware limited liability company ("Parent"), certain of Parent's direct and indirect subsidiaries, including Debtor (such subsidiaries, collectively, the "Borrowers");

B. Debtor is the owner of certain intellectual property, identified below, in which Debtor is granting a security interest to Agent, for the benefit of the Lenders.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

## 1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. The following terms, as used in this Agreement, have the following meanings:

"Code" means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) Each of the trademarks and rights and interests protected as trademarks (including trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) Each of the copyrights and rights and interests capable of being protected as copyrights, which are presently, or in the future may be, owned, authored, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all copyright rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and all tangible property embodying the copyrights (including books, records, films, computer tapes or disks, photographs, specification sheets, source codes, object codes, and other physical manifestations of the foregoing)

(iv) All of Debtor's right, title, and interest in and to the trademarks and trademark registrations listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(v) All of Debtor's right, title, and interest, in and to the patents and patent applications listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(vi) All of Debtor's right, title, and interest, in and to the copyrights and copyright registrations listed on Schedule C, attached hereto, as the same may be updated hereafter from time to time;

(vii) All of Debtor's rights to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Agent or the Lender Group for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(viii) All of Debtor's right, title, and interest in all patentable inventions, and rights to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Debtor or in the name of Agent or the Lender Group for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(ix) All of Debtor's rights to register copyright claims under any federal copyright law or regulation of any foreign country and to apply for registrations on original works, compilations, derivative works, collective works, and works for hire, the right (without obligation) to sue in the name of Debtor or in the name of Agent or the Lender Group for past, present, and future infringements of the copyrights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(x) All of Debtor's right, title and interest in and to the internet domain names listed on Schedule D, attached hereto, as the same may be updated hereafter from time to time;

(xi) All general intangibles relating to the foregoing; and



(xii) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

"Obligations" means all obligations, liabilities, and indebtedness of Debtor to the Lender Group, whether direct, indirect, liquidated, or contingent, and whether arising under this Agreement, the Loan Agreement, any other of the Loan Documents, or otherwise, including all costs and expenses described in Section 11.8 hereof.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the Lender Group or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Debtor, Agent, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Lender Group and Debtor.

## 2. GRANT OF SECURITY INTEREST.

Debtor hereby grants to Agent, for the benefit of Lenders, a first-priority security interest in all of Debtor's right, title, and interest in and to the Collateral to secure the Obligations.

## 3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Debtor hereby represents, warrants, and covenants that:

### 3.1 Copyrights; Trademarks; Service Marks; Patents; Domain Names.

All material United States patents, patent applications, trademark registrations and applications, copyright registrations and applications, and registered domain names as to which Debtor is the owner are set forth on Schedules A, B, C and D hereto except for such United States patents, patent applications, trademark registrations and applications, copyright registrations and applications, and registered domain names, the absence of which would not reasonably be expected to materially impair the conduct of the business acquired by Debtor (the "Acquisition") in connection with the transactions under the Sale and Purchase Agreement (collectively, the "IP Collateral"). All material United States patents, patent applications, trademark registrations and applications, copyright registrations and applications, and registered domain names as to which

Debtor is the licensee will be identified on Schedules E, F, G and H, which will be provided to Agent within 30 days of the Closing Date. Debtor owns, or holds licenses in, all material United States trademarks, trade names, copyrights, patents, patent rights, domain names and licenses that are necessary to conduct the business acquired by Debtor in the Acquisition, the absence of which, alone or in the aggregate, would not reasonably be expected to materially impair the conduct of such business.

(i) Schedule A includes a true and complete listing of all material United States federal and state trademark and service mark registrations and applications owned by Debtor, together with a summary description and certain information in respect of the filing or issuance thereof, except for such United States trademark registrations and applications the absence of which would not reasonably be expected to materially impair the conduct of the business acquired by Debtor in connection with the Acquisition;

(ii) Schedule B includes a true and complete listing of all material United States patents and patent applications owned by Debtor, together with a summary description and certain information in respect of the filing or issuance thereof, except for such United States patents and patent applications the absence of which would not reasonably be expected to materially impair the conduct of the business acquired by Debtor in connection with the Acquisition;

(iii) Schedule C includes a true and complete listing of all material United States federal copyright registrations and applications owned by Debtor, together with a summary description and certain information in respect of the filing or issuance thereof, except for such United States copyright registrations and applications the absence of which would not reasonably be expected to materially impair the conduct of the business acquired by Debtor in connection with the Acquisition;

(iv) Schedule D includes a true and complete listing of all material United States internet domain name registrations owned by Debtor, together with a summary description and certain information in respect of the filing or issuance thereof, except for such United States internet domain name registrations the absence of which would not reasonably be expected to materially impair the conduct of the business acquired by Debtor in connection with the Acquisition;

(v) Schedule E includes a true and complete listing of all material United States federal and state trademark and service mark registrations and applications licensed to Debtor, together with a summary description and certain information in respect of the filing or issuance thereof, except for such licensed United States trademark registrations and applications the absence of which would not reasonably be expected to materially impair the conduct of the business acquired by Debtor in connection with the Acquisition;

(vi) Schedule F includes a true and complete listing of all material United States patents and patent applications licensed to Debtor, together with a summary description and certain information in respect of the filing or issuance thereof, except for such licensed United States patents and patent applications the absence of which would not reasonably be expected to materially impair the conduct of the business acquired by Debtor in connection with the Acquisition;

(vii) Schedule G includes a true and complete listing of all material United States copyright registrations and applications licensed to Debtor, together with a summary description and certain information in respect of the filing or issuance thereof, except for such licensed United States copyright registrations and applications the absence of which would not reasonably be expected to materially impair the conduct of the business acquired by Debtor in connection with the Acquisition; and,

(viii) Schedule H includes a true and complete listing of all material United States internet domain name registrations licensed to Debtor, together with a summary description and certain information in respect of the filing or issuance thereof, except for such United States internet domain name registrations the absence of which would not reasonably be expected to materially impair the conduct of the business acquired by Debtor in connection with the Acquisition.

3.2 Validity; Enforceability. Each of the copyrights, patents, service marks, trademarks and domain names identified on Schedules A through D, inclusive, are, to the knowledge of Debtor, valid and enforceable, and, other than as disclosed on Schedule 5.10 to the Loan Agreement, Debtor is not presently aware of any material past, present, or prospective claim by any third party that any of its copyrights, patents, service marks, trademarks or domain names are invalid or unenforceable; or that its use of any copyrights, patents, service marks, trademarks or domain names violates the rights of any third person, or of any basis for any such claims, the absence of which would reasonably be expected to materially impair the conduct of the business acquired by Debtor in connection with the Acquisition.

3.3 Title. Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the copyrights, copyright registrations, patents, patent applications, service marks, service mark registrations, trademarks, trademark registrations and domain names set forth on Schedules A, B, C, and D, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Debtor not to sue third persons, the existence of which would reasonably be expected to materially impair the conduct of the business acquired by Debtor in connection with the Acquisition.

3.4 Notice. Debtor has used and will continue to use proper required statutory notice in connection with its use of each of its material copyrights, patents, service marks, trademarks and domain names, the failure of which would reasonably be expected to materially impair the conduct of the business acquired by Debtor in connection with the Acquisition.

3.5 Quality. Debtor has used and will continue to use consistent standards of high quality (which may be substantially consistent with Debtor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with its service marks and trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of its material service marks and trademarks except where the absence of same would not reasonably be expected to

materially impair the conduct of the business acquired by Debtor in connection with the Acquisition.

**3.6 Perfection of Security Interests.** Except for the timely filing of the Financing Statements in the locations indicated on the financing statements, and timely filings with the United States Patent and Trademark Office and the United States Copyright Office, all as and to the extent necessary to perfect the security interests in the patents, trademarks and copyrights identified in Schedules A, B C, E, F, and G (collectively, the "Scheduled IP"), and no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant of the security interests by Debtor in the Scheduled IP for the perfection of or exercise by the Lender Group of their rights in and to the Scheduled IP. Except for the timely registration of domain names identified in Schedules D and H with the applicable registrant in the name of Agent, to the knowledge of Debtor, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant of the security interests by Debtor in such domain names, or for the perfection of or exercise by the Lender Group of their rights in and to such domain names.

#### **4. AFTER-ACQUIRED OR DISCOVERED COPYRIGHT, PATENT, SERVICE MARK, TRADEMARK RIGHTS OR DOMAIN NAMES.**

If Debtor shall subsequently obtain or discover rights to any new or additional material copyright, service marks, trademarks, domain names, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, except where the absence of such subsequently obtained or discovered rights would not reasonably be expected to materially impair the conduct of the business acquired by Debtor in connection with the Acquisition, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Agent with respect to any such additional material service marks, trademarks, domain names, or patents, or renewal or extension of any service mark or trademark registration, the absence of which, either individually or in the aggregate, would reasonably be expected to materially impair the conduct of the business acquired by Debtor in connection with the Acquisition. Debtor shall bear any expenses incurred in connection with future patent applications or domain names, service mark or trademark registrations.

#### **5. LITIGATION AND PROCEEDINGS**

Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and at its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the material United States patents, patent applications, federal and state trademark registrations and applications, United States Copyright registrations and applications and United States registered domain names, the absence of which would reasonably be expected to materially impair the conduct of the business acquired by Debtor (collectively, the "Material IP"). Debtor shall provide to Agent any information with respect to the Material IP reasonably

requested by Agent. Agent shall provide at Debtor's expense all reasonably necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Debtor's becoming aware thereof, Debtor shall notify Agent of the institution of, or any adverse determination in, any proceeding in or involving the United States Patent and Trademark Office, the United States Copyright Office, the registrar of any domain name, or any United States, state, or foreign court regarding Debtor's claim of ownership in any of the Material IP, or its right to apply for the same, or its right to keep and maintain such Material IP, as to all of the foregoing the absence of which would reasonably be expected to materially impair the conduct of the business acquired by Debtor in connection with the Acquisition.

## 6. POWER OF ATTORNEY.

Debtor grants Agent power of attorney, having the full authority, and in the place of Debtor and in the name of Debtor, from time to time following an Event of Default in Agent's discretion, to take any reasonable action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Debtor's name on all applications, documents, papers, and instruments necessary for the Lender Group to use or maintain the IP Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the IP Collateral; to file any claims or take any action or institute any proceedings that the Lender Group may deem necessary or desirable for the collection of any of the IP Collateral or otherwise to enforce the Lender Group's rights with respect to any of the IP Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of IP the Collateral to any person.

## 7. RIGHT TO INSPECT.

Debtor grants to the Lender Group and their employees and agents the right to visit Debtor's plants and facilities which manufacture, inspect, or store products sold under any of the patents or trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. So long as no Event of Default has occurred and is continuing, the Lender Group shall provide Debtor reasonable notice of any such inspection and shall not be entitled to conduct any such inspection more frequently as to any particular plant or facility than Agent reasonably believes is necessary.

## 8. EVENTS OF DEFAULT

Any of the following events shall be an Event of Default:

8.1 Loan Agreement. An Event of Default shall occur as defined in the Loan Agreement;

8.2 Misrepresentation. Any material representation or warranty made herein by Debtor or in any document furnished to the Lender Group by Debtor under this Agreement is incorrect in any material respect when made or when reaffirmed; and

8.3 Breach. Debtor fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof which materially and adversely affects the Lender Group.

## 9. SPECIFIC REMEDIES.

Upon the occurrence of any Event of Default, the Lender Group shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

9.1 Notification. The Lender Group may notify licensees to make royalty payments on license agreements directly to the Lender Group:

9.2 Sale. The Lender Group may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as the Lender Group deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Debtor five days prior to such disposition. Debtor shall be credited with the net proceeds of such sale only when they are actually received by the Lender Group, and Debtor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, the Lender Group shall also give notice of the time and place by publishing a notice one time at least five days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, the Lender Group may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by the Lender Group at such sale.

## 10. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA OR, AT THE SOLE OPTION OF THE LENDER GROUP, IN ANY OTHER COURT IN WHICH THE LENDER GROUP SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. EACH OF DEBTOR AND THE LENDER GROUP WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE

TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10. DEBTOR AND THE LENDER GROUP HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND THE LENDER GROUP REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

## 11. GENERAL PROVISIONS.

11.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Debtor and Agent.

11.2 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Debtor may not assign this Agreement and its rights hereunder as part of a Permitted Liquidity Event without the consent of Agent, or otherwise only with Agent's prior written consent, and any prohibited assignment shall be absolutely void. Agent may assign this Agreement and its rights and duties hereunder and no consent or approval by Debtor is required in connection with any such assignment.

11.3 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

11.4 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the Lender Group or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

11.5 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

11.6 Amendments in Writing. This Agreement can only be amended by a writing signed by both Agent and Debtor.

11.7 Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together,

shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

11.8 Fees and Expenses. Debtor shall pay to Agent on demand all costs and expenses that Agent pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Agent; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement or other instruments or notices at the United States Patent and Trademark Office, the United States Copyright Office, any domain name registrar or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Debtor under this Agreement that Debtor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against the Lender Group arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Debtor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

11.9 Notices. Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 12 of the Loan Agreement.

11.10 Termination By Agent. After termination of the Loan Agreement and any obligation of the Lender Group to extend credit thereunder, and when the Lender Group has received payment and performance, in full, of all Obligations or otherwise provided in Section 4.8 of the Loan Agreement, Agent shall execute and deliver to Debtor a termination of all of the security interests granted by Debtor hereunder.

11.11 Integration. This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.



IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

FOOTHILL CAPITAL CORPORATION,  
a California corporation, as Agent

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

TLC ENTERTAINMENT PROPERTIES LLC,  
a Delaware limited liability company

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

## Mattel, Inc. Trademarks Assigned to TLC Entertainment Properties, LLC

Trademark/ Service mark	Registration Date	Registration Number
ALLIED GENERAL	2/25/97	2,040,432
ANCIENT ART OF WAR, THE	10/22/85	1,366,854
AZRAEL'S TEAR	2/11/97	2,037,829
BALLZ	5/14/96	1,974,067
BUCCANEER	2/17/98	2,137,919
CATZ	2/17/98	2,138,010
CHESSMASTER	10/6/87	1,459,935
COMMANDER BLOOD	10/8/96	2,007,003
CROSSWORDS PLUS	10/3/95	1,924,717
CYBERSPEED	1/14/97	2,031,098
DARKLORDS RISING	6/6/00	2,355,997
DEATHWARE	9/30/97	2,101,612
DOGZ	2/24/98	2,139,818
DRAGON LORE	10/1/96	2,004,704
EVASIVE ACTION	10/17/95	1,927,167
FANTASY GENERAL	2/18/97	2,038,875
FIGHTING STEEL WWII SURFACE COMBAT 1939-1942	5/2/00	2,347,608

Trademark/ Service mark	Registration Date	Registration Number
FINAL LIBERATION		2,269,651
IMPERIALISM	12/16/97	2,122,403
IN THE 1ST DEGREE	7/30/96	1,990,483
KARATEKA	11/12/85	1,370,348
LODE RUNNER	11/27/84	1,307,253
LUFTWAFFE COMMANDER	4/18/00	2,344,090
MINDSCAPE	11/3/87	1,463,319
MINDSCAPE	7/16/96	1,986,573
MINDSCAPE COMPLETE REFERENCE LIBRARY	10/1/96	2,005,140
MISC DESIGN (MINDSCAPE FLOATING CLOUD)	10/27/98	2,199,597
NECRODOME	10/28/97	2,109,762
ODDBALL Z	6/16/98	2,165,327
OUT TO LUNCH	1/31/95	1,877,178
PACIFIC GENERAL	1/6/98	2,127,783
PANZER GENERAL	3/25/97	2,047,076
PATAANK	12/26/95	1,944,542
PF. MAGIC	2/13/96	1,956,785
PF. MAGIC	10/6/98	2,192,985

Trademark/ Service mark	Registration Date	Registration Number
POOL CHAMPION	3/18/97	2,046,644
PRINCE OF PERSIA	6/4/91	1,646,914
PRINCE OF PERSIA 2: THE SHADOW AND THE FLAME	4/19/94	1,831,448
REAL DEAL, THE	1/28/97	2,034,564
RED ORB & Design	10/26/99	2,289,312
RED ORB ENTERTAINMENT	11/30/99	2,296,454
REIGN OF HEROES	9/1/98	2,186,751
ROAD TO THE TOP	9/19/95	1,921,065
SILENT HUNTER	2/1/00	2,314,441
SOLDIERS AT WAR	11/3/98	2,202,065
SSI logo	10/23/90	1,618,887
SSI STRATEGIC SIMULATIONS, INC. logo	10/23/90	1,618,888
STARWINDER	12/9/97	2,120,375
STEEL PANTHERS	5/16/00	2,349,218
STRATEGIC SIMULATIONS, INC.	11/29/88	1,514,715
TAKE NO PRISONERS	8/25/98	2,185,093
THUNDERSCAPE	1/14/97	2,031,241
TOONSCAPE	1/21/97	2,032,817

Trademark/ Service mark	Registration Date	Registration Number
ULTIMATE DOMAIN	3/12/96	1,962,312
WAR WIND	7/8/97	2,077,614
WARBREEDS	9/1/98	2,186,716
WORLDSCAPE	6/23/98	2,167,891

## Mattel, Inc. Trademark Applications Assigned to TLC Entertainment Properties, LLC

Trademark/ Service mark	Filing Date	Application Number
BABYZ	5/1/98	75/477,860
CROSSWORD MAGIC	11/18/97	75/392,491
OPENING WEEKEND	8/31/99	75/789,380
PETZ	5/7/99	75/699,382
RAT ATTACK	4/2/98	75/464,182
RED ORB ENTERTAINMENT & Design	6/5/97	75/303,612

# Mattel, Inc. Copyrights Assigned to TLC Entertainment Properties, LLC

Trade Name	Registration Date	Registration No.
Air Power: The U.S. Air Force in Action	9/18/95	PA 767 535
Caravans to Timbuktu	4/27/95	TX 4 030 753
Catz 3	10/14/99	PA 965 520
Cosmic Life	4/16/84	PA 240 684
CryptoQuest	8/25/94	TX 3 873 097
Dog Sled Ambassadors	4/22/94	TX 3 848 122
Dogz 3	10/14/99	PA 962 771
Eight-In-One	7/23/91	TX 3 093 305
Exploring Chaos	4/1/94	TX 627 157
On Stage	8/25/94	TX 3 879 020
Paper Plane Pilot	9/23/94	TX 3 955 888
Pizza To Go	4/1/94	TX 627 290
Rhino Rock Expedition: The 1960's	12/13/95	PA 785 666
Rhino Soul Expedition: The 1960's	12/13/95	PA 785 667
Shadowkeep	11/23/84	TX 1 452 873
Space Station Freedom	4/1/94	TX 627 292
Story Machine - Magic Tales	1/15/92	PA 559 735
Story Machine, The	11/10/83	PA 209 951
Story Machine: Episode ti., Star Dreams	1/15/92	PA 559 726
UFO: This Planet's Most Complete Guide to Close Encounters	11/15/93	TX 3 678 171

**MATTEL DOMAIN NAMES SCHEDULED TO BE TRANSFERRED TO  
TLC ENTERTAINMENT PROPERTIES, LLC  
NIC TRACKING NUMBER: NIC-000926.1639e**

R&M Draft  
10/27/00 10:53:49 AM  
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	CURRENT REGISTRANT
CLOSECOMBAT5.COM	Mattel, Inc.
CREATURESPRAYGROUND.COM	Mattel, Inc.
ETERNALBLADE.COM	Mattel, Inc.
FLANKERATTACK.COM	Mattel, Inc.
HARPOON4.COM	Mattel, Inc.
LEGACYOFTIME.COM	Mattel, Inc.
MYST3.COM	Mattel, Inc.
MYST3D.COM	Mattel, Inc.
MYST4.COM	Mattel, Inc.
POOLOFRADIANCE.COM	Mattel, Inc.
POOL-OF-RADIANCE.COM	Mattel, Inc.
RENOAIRRACING.COM	Mattel, Inc.
RENOVATE3D.COM	Mattel, Inc.
SOULFIGHTER.COM	Mattel, Inc.
WARLORDSTAVERN.COM	Mattel, Inc.

(Page 1 of 1)



THOMSON & THOMSON

Check Date: 11/02/2000

Check No. 036310

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
11012000	11/01/2000	00068684	8,245.00	0.00	8,245.00

*original check is with  
documents relating  
TLC Biodata Corp. Beepster LLC  
and  
Columbia Capital Corp*

Vendor Number	Vendor Name		Total Discounts		
COMM OF	COMM OF PATENTS & TRADEMARKS		\$0.00		
Check Number	Date		Total Amount	Discounts Taken	Total Paid Amount
036310	11/02/2000		\$8,245.00	\$0.00	\$8,245.00

THOMSON & THOMSON, INC.  
100 Victoria Road  
North Quincy, MA 02267-1535

CHEMICAL BANK  
2000 MARKET STREET  
WILMINGTON, DE 19805

Date: 11/02/2000

Pay Amount: \$8,245.00

Pay

\*\*\*\*EIGHT THOUSAND TWO HUNDRED FORTY-FIVE AND XX / 100 US DOLLAR\*\*\*\*

To The  
Order Of

COMM OF PATENTS & TRADEMARKS  
US PATENT & TRADEMARK OFFICE  
OFFICE OF INFORM PRODUCTS DEV  
CRYSTAL PLAZA 3, SUITE 441  
WASHINGTON, DC 20231

*Robert S. Hayward*  
Authorized Signature

Amounts Over \$10,000 Require Additional Signature

⑈036310⑈ ⑆031100267⑆ 6301482430 509⑈

RECORDED: 11/07/2000

REEL: 002181 FRAME: 0496

TRADEMARK