

03-15-2001

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

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101636451

To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name of conveying party(ies):

TLC PRODUCTIVITY 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 n



11-07-2000

A. Trademark Application No.(s)

U.S. Patent & TMO/TM Mail Rpt. Dt. #40

3DGreetings.Com (Serial #75/776,000)

Trademark Registration No.(s)

lome Architect (Reg. #1,862,392)Additional numbers attached? ☒ Yes ☐ No

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

Mr. Sigi HinojosaName: **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:

1507. Total fee (37 CFR 3.41) \$ **3765⁰⁰**☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

20-0025

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

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: ☐

DO NOT USE THIS SPACE

Schedule A

Mattel, Inc. Trademarks Assigned to TLC Productivity Properties, LLC

Trademark Service mark	Registration Date	Registration Number
3D HOME ARCHITECT	11/15/94	1,862,392
3D HOME INTERIORS	7/25/00	2,369,668
A MILLION LAUGHS	3/14/95	1,884,242
AMAZING ANIMALS	1/3/95	1,871,146
AMERICAN HISTORY ATLAS	1/17/95	1,874,892
AMERICAN HISTORY EXPLORER	8/20/96	1,995,052
AMERICANA	6/13/95	1,900,209
ANNOUNCEMENTS	10/25/94	1,860,289
ARTRAGEOUS	10/8/96	2,007,199
ASK THE LIBRARIAN	3/23/99	2,233,677
ATOMIC CLOCK	6/24/97	2,074,600
AUTOENHANCE	1/1/95	1,871,091
BANK STREET WRITER	4/17/84	1,274,213
BIBLE ILLUSTRATOR	6/16/92	1,694,075
BODYWORKS	11/3/92	1,729,084
BORDERS & BACKGROUNDS	5/2/95	1,892,803
BRODERBUND Crown Logo	7/3/84	1,284,448
BRODERBUND SOFTWARE	11/27/84	1,306,829
BUSINESS IMAGES	6/4/96	1,979,007
BUSINESS LAW PARTNER	5/20/97	2,064,013
CALANDAR (stylized)	9/17/91	1,657,275
CALENDAR WORKS	8/13/96	1,994,045

Trademark/ Service Mark	Registration Date	Registration Number
CALENDARS AND MORE	2/25/97	2,041,280
CANADIAN IMAGES	2/6/96	1,955,440
CARD SHOP PLUS	8/29/95	1,915,807
CARTOON IMAGES	1/21/97	2,033,161
CHRISTIAN IMAGES	7/30/96	1,990,491
CLICKART	1/29/85	1,316,792
CLICKART	2/11/92	1,675,053
CLICKART - Design of man	7/28/98	2,176,867
CLICKART CHRISTIAN IMAGES	8/15/95	1,911,169
COMIC CHARACTERS Stylized	1/3/95	1,871,148
COMPLETE LEGAL COLLECTION	10/28/97	2,110,105
COMPLETE REFERENCE COLLECTION, THE	8/24/99	2,273,150
COMPTON'S	5/18/93	1,771,187
COMPTON'S HOME LIBRARY	5/4/99	2,242,369
COMPTON'S INTERACTIVE BIBLE	8/3/99	2,267,538
COMPTON'S INTERACTIVE ENCYCLOPEDIA	9/21/99	2,278,656
CREATIVE FUEL	11/5/96	2,014,387
CREATIVE OFFICE	3/2/99	2,229,406
CYBER EXPRESSIONS	9/14/99	2,277,599
CYBER SENTRY	12/3/96	2,021,461
DAILY JOURNAL	10/10/95	1,926,743
DATASOFT Stylized	8/20/91	1,654,225
DESIGN IT! 3D	1/12/99	2,217,517
DIRECTORY USA	3/25/97	2,048,457
DOWNLOAD ZONE	3/3/98	2,140,133

Trademark/ Service Mark	Registration Date	Registration Number
ENCYCLOPEDIA OF DRUGS	7/29/97	2,085,047
EVEN MORE IMAGES	12/13/94	1,867,857
FABULOUS FONTS	5/7/96	1,972,829
FABULOUS FOODS		1,871,147
FAMILY ALBUM CREATOR	5/5/98	2,155,440
FAMILY ATLAS	1/7/97	2,028,564
FAMILY LAWYER	2/18/97	2,039,432
FAMILY ORIGINS	3/10/98	2,142,732
FAMILY TREE CREATOR	6/6/00	2,356,336
FAMILY TREE MAKER	9/23/97	2,098,764
FAMOUS MAGAZINE CARTOONS	6/24/97	2,074,663
FANFARE! PRESENTATIONS	3/10/98	2,141,777
FIRST CHOICE	9/1/87	1,454,922
GO DIRECT	12/2/97	2,118,117
GREETINGS	2/4/97	2,035,931
HANDIWARE	7/2/91	1,649,355
HEALTH & FITNESS IMAGES	1/28/97	2,034,613
HOLIDAY DESIGN KIT	12/3/96	2,020,649
HOLIDAY IMAGES	4/18/95	1,889,680
IMAGE ALBUM	1/2/96	1,946,093
IMAGIMAKER SERIES	1/27/98	2,133,215
IMAGIMAKER SERIES (& Design)	2/10/98	2,136,221
INFOPEDIA	10/29/96	2,012,333
INTERACTIVATOR	3/21/95	1,884,724
IT'S LEGAL	4/14/92	1,682,774

Trademark Service Mark	Registration Date	Registration Number
KEY DRAW!	7/2/96	1,984,362
KEY FORM DESIGNER	12/8/92	1,738,083
KEYKIDS	2/4/97	2,035,021
KID PIX	12/14/93	1,810,528
KID PIX 2 (& Design)	9/17/96	2,000,727
KID PIX COMPANION (& Design)	1/3/95	1,871,145
KID PIX FUN PACK (& Design)	10/22/96	2,009,463
KID PIX STUDIO (& Design)	7/9/96	1,985,192
KIDS & EDUCATION IMAGES	1/2/96	1,946,094
LABELS UNLIMITED	11/10/87	1,464,407
LEARN THE ART OF MAGIC	9/17/96	2,002,006
LEARNING SERVICES & Design -*Service Mark	5/15/90	1,596,926
MACGLOBE	1/26/93	1,749,296
MACUSA	1/26/93	1,749,297
MAILMERGE & Design	7/27/82	1,202,559
ME AND MY WORLD	10/8/96	2,005,673
MEDICAL DRUG REFERENCE	6/6/95	1,898,376
MEMBERSHIP PLUS	6/23/92	1,696,818
MEMORYMATE Stylized	5/3/88	1,486,757
MOUSE ARMOR	5/23/95	1,895,595
MULTIPEDIA	4/22/97	2,055,936
NEWSLETTER IMAGES	12/8/98	2,209,843
NEWSLETTERS AND MORE	11/18/97	2,114,881
OCEANS BELOW	10/25/94	1,859,534
P (Stylized)	11/24/92	1,734,490

Trademark	Registration Date	Registration Number
PALLADIUM INTERACTIVE	5/12/98	2,157,092
PALLADIUM INTERACTIVE & Design	12/16/97	2,121,625
PALLADIUM INTERACTIVE & Design	9/30/97	2,101,698
PALLADIUM logo	12/2/97	2,118,028
PARSONS TECHNOLOGY	12/20/94	1,868,098
PASSWORD COMPANION	6/8/99	2,251,399
PC BIBLE ATLAS	9/22/98	2,190,786
PC GLOBE	7/28/87	1,449,469
PC PAINTBRUSH	1/21/86	1,378,936
PFS: & design	9/26/89	1,557,721
PHOTOFINISH	10/13/92	1,723,477
PRESS WRITER	3/23/99	2,234,830
PRINT SHOP DELUXE	11/30/93	1,808,392
PRINT SHOP DELUXE CD ENSEMBLE	1/30/96	1,953,018
PRINT SHOP DELUXE COMPANION	11/22/94	1,863,611
PRINT SHOP, THE	6/3/86	1,395,538
PRINT TRICKS & Design	12/22/98	2,212,667
PRINTMASTER	11/11/97	2,111,762
PRINTMASTER PLATINUM	6/6/00	2,355,700
QUICK SCHEDULE	9/29/87	1,459,100
QUICK TIPS	4/1/97	2,048,651
QUICKDATE	5/2/95	1,892,578
QUICKVERSE	1/30/90	1,579,841
RESUMES & MORE	1/14/97	2,029,929

Trademark	Registration Date	Registration Number
SCORECARD	10/31/95	1,930,561
SCREEN DREAMS	10/3/95	1,924,472
SECRET MAIL	8/24/99	2,271,884
SMALL BUSINESS EXPERT	5/11/99	2,244,177
SMART GALLERY	12/12/95	1,940,755
SOFTKEY	11/10/92	1,730,764
SOFTKEY & design	7/14/92	1,700,322
SOFTWARE SENTRY	10/31/95	1,931,564
SOFTWARE TOOLWORKS, THE	10/11/94	1,857,789
SOFTWARE TOOLWORKS, THE	8/3/82	1,203,423
SOFTWARE TOOLWORKS, THE	4/4/95	1,887,093
SPIRITUAL EXPRESSIONS	7/11/00	2,366,829
SPORTS AND LEISURE IMAGES	2/14/95	1,879,374
STEP	1/28/97	2,033,853
STEP UP	7/14/98	2,172,990
STICKERSHOPPLUS!	10/31/95	1,931,497
STRADIWACKIUS	7/4/95	1,902,553
T/MAKER	7/20/82	1,201,835
T/MAKER & Design	2/6/96	1,954,858
T/MAKER & Design	10/29/96	2,012,743
TAXINSIGHT	1/14/97	2,029,928
TELMERGE	6/11/85	1,340,351
TORCH Logo	8/6/91	1,652,912
TWIST & SHOUT	6/27/89	1,545,224
TYPE! (Stylized)	12/20/88	1,517,669

Trademark Name	Registration Date	Registration Number
ULTIMATE SCRAPBOOK CREATOR	5/16/00	2,350,986
UNIVERSE BEYOND	1/13/98	2,129,405
VIRUCIDE	11/19/91	1,665,430
WINTUTOR	9/19/95	1,919,328

Mattel, Inc. Trademark Applications Assigned to TLC Productivity Properties, LLC

Trademark/ Service Mark	Filing Date	Application Number
3DGREETINGS.COM	8/13/99	75/776,000
CLICKEDIT	4/16/99	75/683,974
MASTERART	2/12/99	75/639,514
PRINT SHOP ESSENTIALS, THE	5/6/98	75/480,194
PRINTMASTER PREMIER	1/28/98	75/424,561
THINK IT. PRINT IT.	4/15/97	75/275,737
ULTIMATE FAMILY TREE	3/23/99	75/666,463
VIRTUAL MAKEOVER	3/21/97	75/261,205

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of October 17, 2000, is entered into between TLC PRODUCTIVITY 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 PRODUCTIVITY PROPERTIES LLC,
a Delaware limited liability company

By: _____
Title: _____

Mattel, Inc. Trademarks Assigned to TLC Productivity Properties, LLC

Trademark/ Service mark	Registration Date	Registration Number
3D HOME ARCHITECT	11/15/94	1,862,392
3D HOME INTERIORS	7/25/00	2,369,668
A MILLION LAUGHS	3/14/95	1,884,242
AMAZING ANIMALS	1/3/95	1,871,146
AMERICAN HISTORY ATLAS	1/17/95	1,874,892
AMERICAN HISTORY EXPLORER	8/20/96	1,995,052
AMERICANA	6/13/95	1,900,209
ANNOUNCEMENTS	10/25/94	1,860,289
ARTRAGEOUS	10/8/96	2,007,199
ASK THE LIBRARIAN	3/23/99	2,233,677
ATOMIC CLOCK	6/24/97	2,074,600
AUTOENHANCE	1/1/95	1,871,091
BANK STREET WRITER	4/17/84	1,274,213
BIBLE ILLUSTRATOR	6/16/92	1,694,075
BODYWORKS	11/3/92	1,729,084
BORDERS & BACKGROUNDS	5/2/95	1,892,803
BRODERBUND Crown Logo	7/3/84	1,284,448
BRODERBUND SOFTWARE	11/27/84	1,306,829
BUSINESS IMAGES	6/4/96	1,979,007
BUSINESS LAW PARTNER	5/20/97	2,064,013
CALANDAR (stylized)	9/17/91	1,657,275
CALENDAR WORKS	8/13/96	1,994,045

Trademark/ Service mark	Registration Date	Registration Number
CALENDARS AND MORE	2/25/97	2,041,280
CANADIAN IMAGES	2/6/96	1,955,440
CARD SHOP PLUS	8/29/95	1,915,807
CARTOON IMAGES	1/21/97	2,033,161
CHRISTIAN IMAGES	7/30/96	1,990,491
CLICKART	1/29/85	1,316,792
CLICKART	2/11/92	1,675,053
CLICKART - Design of man	7/28/98	2,176,867
CLICKART CHRISTIAN IMAGES	8/15/95	1,911,169
COMIC CHARACTERS Stylized	1/3/95	1,871,148
COMPLETE LEGAL COLLECTION	10/28/97	2,110,105
COMPLETE REFERENCE COLLECTION, THE	8/24/99	2,273,150
COMPTON'S	5/18/93	1,771,187
COMPTON'S HOME LIBRARY	5/4/99	2,242,369
COMPTON'S INTERACTIVE BIBLE	8/3/99	2,267,538
COMPTON'S INTERACTIVE ENCYCLOPEDIA	9/21/99	2,278,656
CREATIVE FUEL	11/5/96	2,014,387
CREATIVE OFFICE	3/2/99	2,229,406
CYBER EXPRESSIONS	9/14/99	2,277,599
CYBER SENTRY	12/3/96	2,021,461
DAILY JOURNAL	10/10/95	1,926,743
DATASOFT Stylized	8/20/91	1,654,225
DESIGN IT! 3D	1/12/99	2,217,517
DIRECTORY USA	3/25/97	2,048,457
DOWNLOAD ZONE	3/3/98	2,140,133

Trademark/ Service mark	Registration Date	Registration Number
ENCYCLOPEDIA OF DRUGS	7/29/97	2,085,047
EVEN MORE IMAGES	12/13/94	1,867,857
FABULOUS FONTS	5/7/96	1,972,829
FABULOUS FOODS		1,871,147
FAMILY ALBUM CREATOR	5/5/98	2,155,440
FAMILY ATLAS	1/7/97	2,028,564
FAMILY LAWYER	2/18/97	2,039,432
FAMILY ORIGINS	3/10/98	2,142,732
FAMILY TREE CREATOR	6/6/00	2,356,336
FAMILY TREE MAKER	9/23/97	2,098,764
FAMOUS MAGAZINE CARTOONS	6/24/97	2,074,663
FANFARE! PRESENTATIONS	3/10/98	2,141,777
FIRST CHOICE	9/1/87	1,454,922
GO DIRECT	12/2/97	2,118,117
GREETINGS	2/4/97	2,035,931
HANDIWARE	7/2/91	1,649,355
HEALTH & FITNESS IMAGES	1/28/97	2,034,613
HOLIDAY DESIGN KIT	12/3/96	2,020,649
HOLIDAY IMAGES	4/18/95	1,889,680
IMAGE ALBUM	1/2/96	1,946,093
IMAGIMAKER SERIES	1/27/98	2,133,215
IMAGIMAKER SERIES (& Design)	2/10/98	2,136,221
INFOPEDIA	10/29/96	2,012,333
INTERACTIVATOR	3/21/95	1,884,724
IT'S LEGAL	4/14/92	1,682,774

Trademark/ Service mark	Registration Date	Registration Number
KEY DRAW!	7/2/96	1,984,362
KEY FORM DESIGNER	12/8/92	1,738,083
KEYKIDS	2/4/97	2,035,021
KID PIX	12/14/93	1,810,528
KID PIX 2 (& Design)	9/17/96	2,000,727
KID PIX COMPANION (& Design)	1/3/95	1,871,145
KID PIX FUN PACK (& Design)	10/22/96	2,009,463
KID PIX STUDIO (& Design)	7/9/96	1,985,192
KIDS & EDUCATION IMAGES	1/2/96	1,946,094
LABELS UNLIMITED	11/10/87	1,464,407
LEARN THE ART OF MAGIC	9/17/96	2,002,006
LEARNING SERVICES & Design -*Service Mark	5/15/90	1,596,926
MACGLOBE	1/26/93	1,749,296
MACUSA	1/26/93	1,749,297
MAILMERGE & Design	7/27/82	1,202,559
ME AND MY WORLD	10/8/96	2,005,673
MEDICAL DRUG REFERENCE	6/6/95	1,898,376
MEMBERSHIP PLUS	6/23/92	1,696,818
MEMORYMATE Stylized	5/3/88	1,486,757
MOUSE ARMOR	5/23/95	1,895,595
MULTIPEDIA	4/22/97	2,055,936
NEWSLETTER IMAGES	12/8/98	2,209,843
NEWSLETTERS AND MORE	11/18/97	2,114,881
OCEANS BELOW	10/25/94	1,859,534
P (Stylized)	11/24/92	1,734,490

Trademark/ Service mark	Registration Date	Registration Number
PALLADIUM INTERACTIVE	5/12/98	2,157,092
PALLADIUM INTERACTIVE & Design	12/16/97	2,121,625
PALLADIUM INTERACTIVE & Design	9/30/97	2,101,698
PALLADIUM logo	12/2/97	2,118,028
PARSONS TECHNOLOGY	12/20/94	1,868,098
PASSWORD COMPANION	6/8/99	2,251,399
PC BIBLE ATLAS	9/22/98	2,190,786
PC GLOBE	7/28/87	1,449,469
PC PAINTBRUSH	1/21/86	1,378,936
PFS: & design	9/26/89	1,557,721
PHOTOFINISH	10/13/92	1,723,477
PRESS WRITER	3/23/99	2,234,830
PRINT SHOP DELUXE	11/30/93	1,808,392
PRINT SHOP DELUXE CD ENSEMBLE	1/30/96	1,953,018
PRINT SHOP DELUXE COMPANION	11/22/94	1,863,611
PRINT SHOP, THE	6/3/86	1,395,538
PRINT TRICKS & Design	12/22/98	2,212,667
PRINTMASTER	11/11/97	2,111,762
PRINTMASTER PLATINUM	6/6/00	2,355,700
QUICK SCHEDULE	9/29/87	1,459,100
QUICK TIPS	4/1/97	2,048,651
QUICKDATE	5/2/95	1,892,578
QUICKVERSE	1/30/90	1,579,841
RESUMES & MORE	1/14/97	2,029,929

Trademark/ Service mark	Registration Date	Registration Number
SCORECARD	10/31/95	1,930,561
SCREEN DREAMS	10/3/95	1,924,472
SECRET MAIL	8/24/99	2,271,884
SMALL BUSINESS EXPERT	5/11/99	2,244,177
SMART GALLERY	12/12/95	1,940,755
SOFTKEY	11/10/92	1,730,764
SOFTKEY & design	7/14/92	1,700,322
SOFTWARE SENTRY	10/31/95	1,931,564
SOFTWARE TOOLWORKS, THE	10/11/94	1,857,789
SOFTWARE TOOLWORKS, THE	8/3/82	1,203,423
SOFTWARE TOOLWORKS, THE	4/4/95	1,887,093
SPIRITUAL EXPRESSIONS	7/11/00	2,366,829
SPORTS AND LEISURE IMAGES	2/14/95	1,879,374
STEP	1/28/97	2,033,853
STEP UP	7/14/98	2,172,990
STICKERSHOPPLUS!	10/31/95	1,931,497
STRADIWACKIUS	7/4/95	1,902,553
T/MAKER	7/20/82	1,201,835
T/MAKER & Design	2/6/96	1,954,858
T/MAKER & Design	10/29/96	2,012,743
TAXINSIGHT	1/14/97	2,029,928
TELMERGE	6/11/85	1,340,351
TORCH Logo	8/6/91	1,652,912
TWIST & SHOUT	6/27/89	1,545,224
TYPE! (Stylized)	12/20/88	1,517,669

Trademark/ Service mark	Registration Date	Registration Number
ULTIMATE SCRAPBOOK CREATOR	5/16/00	2,350,986
UNIVERSE BEYOND	1/13/98	2,129,405
VIRUCIDE	11/19/91	1,665,430
WINTUTOR	9/19/95	1,919,328

Mattel, Inc. Trademark Applications Assigned to TLC Productivity Properties, LLC

Trademark/ Service Mark	Filing Date	Application Number
3DGREETINGS.COM	8/13/99	75/776,000
CLICKEDIT	4/16/99	75/683,974
MASTERART	2/12/99	75/639,514
PRINT SHOP ESSENTIALS, THE	5/6/98	75/480,194
PRINTMASTER PREMIER	1/28/98	75/424,561
THINK IT. PRINT IT.	4/15/97	75/275,737
ULTIMATE FAMILY TREE	3/23/99	75/666,463
VIRTUAL MAKEOVER	3/21/97	75/261,205

Mattel, Inc. Copyrights Assigned to TLC Productivity Properties, LLC

Title	Registration Date	Registration No.
1990 Time Magazine Compact Almanac	12/26/90	TX 2 991 903
1991 Time Magazine Compact Almanac	2/23/93	PA 664 908
1995 Time Almanac	9/18/95	PA 767 533
A Christmas Sampler	10/14/83	PA 195 219
American Bar Association Family Legal Guide, The	2/9/99	TX 4 908 336
American Heritage Talking Dictionary	2/12/96	PA 792 446
American Heritage Talking Dictionary	2/12/96	PA 792 442
American Heritage Talking Dictionary	4/16/96	PA 707 026
American Heritage Talking Dictionary, The	4/9/98	PA 885 163
American History Atlas	9/22/94	TX 3 979 748
Arizona Mix	4/22/94	TX 3 848 124
ArtRageous	2/12/96	PA 792 439
Auto Works	7/22/93	TX 3 601 833
B.A.B.Y.	7/12/93	TX 3 625 869
Bob Vila's Home Design	6/24/98	PA 905 181
BodyScope	4/22/94	TX 3 848 126
BodyWorks	12/7/93	TX 3 682 605
BodyWorks	8/11/95	PA 763 537
BodyWorks	8/11/95	PA 767 539
BodyWorks	2/9/96	PA 792 445
BodyWorks	2/12/96	PA 792 370
Business Law Partner	2/9/99	TX 4 908 333
CalcStar User's Manual: CS-3510-1, First Issue 11/8/82	4/6/84	TX 1 318 694
Calendar Creator	8/21/97	TX 4 624 092
Calendar Creator	12/31/97	PA 876 392
Calendar Creator Plus	1/18/96	TX 4 208 312
Calendar Creator Plus	8/15/95	TX 4 182 737
CNN Newsroom Global View	11/8/93	PA 629 394
CNN Newsroom Global View	9/19/94	PA 726 146
Complete Delete	2/5/99	TX 4 908 339
Complete Reference Collection, The, 1998 Edition	11/10/97	PA 869 642
Compton's Encyclopedia and Fact Index	2/21/92	TX 3 314 053
Compton's Encyclopedia and Fact Index	1/28/86	TX 1 735 846
Compton's Encyclopedia and Fact Index	4/30/93	TX 3 542 900
Compton's Encyclopedia and Fact Index	3/26/90	TX 2 765 726
Compton's Encyclopedia and Fact Index	5/16/89	TX 2 571 347
Compton's Encyclopedia and Fact Index	5/21/91	TX 3 085 283

Title	Registration Date	Registration No.
Compton's Encyclopedia and Fact Index	2/9/87	TX 2 005 503
Compton's Encyclopedia and Fact Index	3/1/88	TX 2 314 608
Compton's Interactive Bible (NIV)	8/5/97	PA 868 899
Compton's Interactive Encyclopedia 1996	10/27/95	PA 718 689
Compton's Interactive Encyclopedia 1996	12/22/95	PA 785 714
Compton's Interactive Encyclopedia 1997 Edition	11/13/96	PA 826 696
Compton's Interactive Encyclopedia 1998 Deluxe Edition	10/24/97	PA 842 123
Compton's Interactive Encyclopedia 1998 Standard Edition	10/24/97	PA 842 118
Compton's Interactive World Atlas 1997 Edition	8/25/97	PA 868 896
Compton's Multimedia Encyclopedia	11/2/92	TX 3 564 105
Compton's Multimedia Encyclopedia	7/14/92	TX 3 402 533
Compton's Multimedia Encyclopedia	11/2/92	TX 3 564 106
Compton's New Century Encyclopedia and Reference Collection II	12/30/96	TX 4 451 212
Compton's Reference Collection 1996	12/18/95	PA 785 683
ComputerWorks	6/1/93	TX 3 567 460
Control Language for CAI	1/8/85	TX 1 530 294
Data Dictionary	1/8/85	TX 1 585 690
Data Star	7/28/80	TX 620 766
DataStar	1/8/85	TX 1 585 692
DataStar Manual	7/28/80	TX 534 458
DataStar Reference Manual, 3rd revision, 11/1/82	4/6/84	TX 1 356 176
DataStar Training Guide	4/6/84	TX 1 338 148
DataStar User's Guide, 2nd revision	4/6/84	TX 1 356 182
DataStar User's Guide, revised 9/23/80	12/26/84	TX 1 481 759
Demonstration Package for Merge-Print: June 1980	7/28/80	TX 538 895
Directory USA '99	2/5/99	TX 4 908 338
Doctor's Book of Home Remedies	5/16/95	TX 3 924 677
Doctor's Book of Home Remedies	5/16/95	TX 3 924 676
DOS Manager	7/23/91	TX 3 093 307
Easy	6/30/86	TX 1 861 918
Easy Working File Recovery	7/23/91	TX 3 093 303
Easy Working Personal Cash Manager	7/23/91	TX 3 093 304
Electromap World Atlas/World Atlas Driver	9/12/89	TX 2 683 679
Electromap, Inc. World Atlas	4/17/95	TX 3 812 953
Establishing Instruction Computing: The First Steps	2/15/83	TX 1 121 348
Estate Planner	2/5/99	TX 4 908 334
Estate Planner	2/5/99	TX 4 908 330
Explorers of the New World	2/12/96	PA 792 449
Face Maker	10/14/83	PA 195 218
Family Album Creator	10/21/96	TX 4 513 183
Family Lawyer 99	2/9/99	TX 4 908 332
Family Lawyer 99 Deluxe	2/9/99	TX 4 908 331

Title	Registration Date	Registration No.
Family Lawyer 99 Deluxe	2/9/99	PA 881 876
Fascinating Facts: Gateway to Compton's Encyclopedia	8/3/92	TX 3 372 520
File Recovery	7/23/91	TX 3 093 303
Flip Flop	4/27/95	TX 4 030 752
FormSort	1/8/85	TX 1 530 293
Freedom!	8/25/94	TX 3 873 096
Frieze Graphics	5/10/85	TX 1 595 674
Getting It All Together	11/8/91	TX 3 229 713
Gold Edition Calendar Creator Plus	1/17/96	TX 4 208 311
History Makers	8/25/94	TX 3 879 084
Holy Bible - The King James Version	11/3/93	TX 3 658 529
HP Scanning Gallery Plus	3/26/91	TX 3 058 736
Infonation Rating the USA to Z	4/17/95	TX 3 812 949
Infonation Rating the USA to Z	4/17/95	TXU 593 589
InfoPedia	2/12/96	PA 792 441
InfoPedia	2/12/96	PA 792 440
Infostar & Tutors	1/8/85	TX 1 585 691
Installing & Customizing, Plus Printer & Monitor Information (WordStar)	11/19/90	TX 2 954 413
Interest Vision	2/5/99	TX 4 908 337
Key Calendar Designer	1/17/96	TX 4 208 316
Leonardo the Inventor	11/16/95	PA 785 675
MacStat	4/27/95	TX 4 030 749
Mail Merge	7/28/80	TX 620 767
Mail Merge Manual*	7/28/80	TX 538 895
Mail Merge Reference Manual	4/6/84	TX 1 318 690
Mosby's Medical Encyclopedia	8/22/97	PA 868 902
Moving Museum	4/1/94	TX 627 291
MultiPedia for Windows	2/12/96	PA 792 368
Muppet Calendar Creator	9/1/95	TX 4 131 314
Name Tag Kit	4/14/89	TX 2 653 288
OEM System ID Technology	10/27/95	TX 4 089 429
Paint School I	1/15/92	PA 559 731
Paint School II	1/15/92	PA 559 730
PC Copy Center	2/5/99	TX 4 908 356
PC Paintbrush	5/10/85	TXu 210 570
PC Paintbrush	5/10/85	TXu 199 196
PC Paintbrush	5/10/85	TXu 196 594
PC Paintbrush	3/26/91	TX 3 058 735
PC Paintbrush	3/26/91	TX 3 059 808
PC Paintbrush	3/26/91	TX 3 061 091
PC Paintbrush	3/26/91	TX 3 061 092
PC Paintbrush	1/7/86	TX 735 323

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PC Paintbrush	1/7/86	TX 1 781 395
PC Paintbrush IV	3/26/91	TX 3 192 779
PC Paintbrush IV Plus	3/26/91	TX 3 061 088
PC Paintbrush Plus	3/26/91	TXu 465 951
PC Paintbrush Plus	3/26/91	TX 3 061 090
PC Paintbrush Plus	3/26/91	TX 3 061 087
Personal Cash Manager	7/23/91	TX 3 093 304
Personal Tax Edge, 1991 - Final Filing version	12/20/93	TX 3 637 109
Personal Tax Edge, 1991 - Planning version	12/10/93	TX 3 637 082
Personal Tax Edge, 1992 - Final Filing version	12/20/93	TX 3 637 108
Personal Tax Edge, 1992 - Final Filing version	12/20/93	TX 3 637 106
Personal Tax Edge, 1992 - Planning version	12/20/93	TX 3 637 107
Personal Tax Edge, 1993 - Final Filing version	6/14/94	TX 3 928 908
Personal Tax Edge, 1993 - Final Filing version	6/14/94	TX 3 928 911
Personal Tax Edge, 1993 - Planning version	6/14/94	TX 3 928 910
Personal Tax Edge, 1993 - Planning version	6/14/94	TX 3 928 909
Pet Shop	9/23/94	TX 3 887 638
PhotoFinish	1/25/93	TX 3 476 001
PhotoFinish	1/25/93	TX 3 557 785
Plain-Language Law Dictionary, The	2/5/99	TX 4 962 785
Plain-Language Law Dictionary, The	2/5/99	TX 4 971 482
Plain-Language Law Dictionary, The	2/5/99	TX 4 945 922
Plain-Language Law Dictionary, The	2/5/99	TX 4 948 469
Pocket WordStar	11/19/90	TX 3 153 658
PowerAlbum	2/9/96	PA 792 443
PowerAlbum Multimedia	8/14/95	TX 4 200 642
Publisher's Paintbrush	10/13/92	TX 3 434 884
Publisher's Paintbrush	3/26/91	TX 3 061 089
Publisher's Paintbrush	3/26/91	TX 3 059 807
Publisher's Paintbrush	3/26/91	TXu 465 952
Publisher's Paintbrush	3/15/93	TX 3 508 627
Quicken Family Lawyer 99	2/9/99	PA 932 378
ReportStar	1/8/85	TX 1 585 693
ReportStar User Reference Manual	4/6/84	TX 1 318 692
Resume Kit	7/23/91	TX 3 093 306
Screen Shot Deluxe	2/5/99	TX 4 908 335
Small Business Expert	2/5/99	TX 4 908 329
Software Toolworks International Business & Economic Atlas	4/17/95	TX 3 812 952
Software Toolworks U.S. Atlas	4/17/95	TX 3 812 950
Software Toolworks U.S. Atlas	4/17/95	TX 3 812 948
Software Toolworks World Atlas	4/17/95	TX 3 812 954
Software Toolworks World Atlas	4/17/95	TX 3 812 951

	Registration Date	Registration No.
SpellStar	5/5/82	TX 966 988
SpellStar Manual	5/5/82	TX 930 500
SpellStar Reference Manual	4/6/84	TX 1 318 691
Sports Illustrated Swimsuit Calendar	8/17/95	TX 4 131 549
Sports Illustrated Swimsuit Calendar & Screen Saver	2/12/96	PA 707 029
StarBurst Builder's Book	4/6/84	TX 1 322 403
StarBurst Workbook	4/16/84	TX 1 325 379
StarIndex Reference Manual	4/6/84	TX 1 318 693
SuperSort	2/9/84	TX 1 281 568
SuperSort	3/4/80	TX 517 039
SuperSort Operator's Handbook & Programmer's Guide	3/3/80	TX 534 379
SuperSort Operator's Handbook & Programmer's Guide 9/30/81	4/6/84	TX 1 356 216
Supplemental Printer Information (WordStar)	1/12/89	TX 2 594 276
Time 1993 Almanac	4/15/94	PA 726 125
Time 1993 Compact Almanac	10/20/93	PA 659 966
Time 1993 Compact Almanac	4/15/94	PA 726 124
Time Almanac of the 20th Century	5/23/94	PA 629 431
Time Almanac 1992	2/23/93	PA 664 906
Time Almanac: 1990s	9/21/95	PA 764 636
Time Man of the Year	11/8/93	PA 629 398
Time Navigator Around the World	9/23/94	TX 3 887 639
T-Shirt Design Shop	2/5/99	PA 931 693
Ultra Fax	1/25/93	TX 3 524 430
Ultra Fax LE	1/25/93	TX 3 477 362
Vacation Nation Travel	4/1/94	TX 627 256
Weight Watchers Light and Tasty Deluxe	4/9/98	PA 885 164
What's New Booklet	1/12/89	TX 2 594 281
WindyCity	4/1/94	TX 627 009
Word Publisher	7/23/91	TX 3 093 308
WordMaster	3/4/80	TX 517 040
WordMaster Operator's Guide	3/7/85	TX 1 536 841
WordMaster Reference Manual: The Videotext Editor	4/6/84	TX 1 409 700
Word-Master: The Video Text Editor (Manual)	3/3/80	TX 534 378
WordStar	11/20/90	TX 2 974 996
WordStar	1/18/94	TXu 593 191
WordStar	3/3/80	TX 622 767
WordStar : Installing, Customizing, Printer & Monitor Information	12/11/89	TX 2 704 398
WordStar 2000	1/22/91	TX 2 997 375
WordStar 2000 - Citerite, Legal Edition Booklet	1/12/89	TX 2 594 277
WordStar 2000 - Comparerite Legal Edition	1/12/89	TX 2 594 278
WordStar 2000 - Fill-A-Form Legal Edition	1/12/89	TX 2 481 925
WordStar 2000 - Lawyer's Toolbox, Legal Edition	1/12/89	TX 2 594 282