

RE

10-31-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼



102267631

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

BRODERBUND PROPERTIES LLC, a Delaware limited liability company

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other limited liability company - Delaware

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Amendment #1

Execution Date: August 26, 2002

2. Name and address of receiving party(ies)

Name: FOOTHILL CAPITAL CORPORATION, AS AGENT

Internal

Address: Suite 3000W

Street Address: 2450 Colorado Avenue

City: Santa Monica State: CA 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 registration number(s):

A. Trademark Application No.(s)

Please see attached Schedule A

B. Trademark Registration No.(s)

Please see attached Schedule A

Additional number(s) attached ☒ Yes ☐ No

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

Name: FEDERAL RESEARCH CORPORATION

Internal Address:

Attention: Penelope Agodoa

Suite 920

Street Address:

1030 15th Street, NW

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

150

7. Total fee (37 CFR 3.41) \$ 3765.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

11/01/2002 6TON11 00000044 1862392

01 FC:8522 200.00 OP

Kimberley A. Lathrop

Name of Person Signing

Kimberley A. Lathrop
Signature

August 29, 2002

Date

32

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

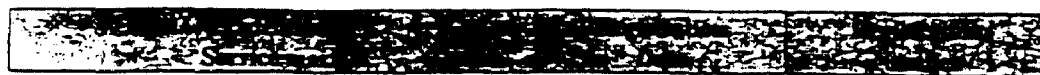
09/03/2002 6TON11 00000039 1862392

01 FC:481 40.00 OP
02 FC:482 3725.00 OP

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

TRADEMARK
REEL: 2606 FRAME: 0118

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



3D HOME ARCHITECT	11/15/94	1,862,392	1
3D HOME INTERIORS	7/25/00	2,369,668	2
A MILLION LAUGHS	3/14/95	1,884,242	3
AMAZING ANIMALS	1/3/95	1,871,146	4
AMERICAN HISTORY ATLAS	1/17/95	1,874,892	5
AMERICAN HISTORY EXPLORER	8/20/96	1,995,052	6
AMERICANA	6/13/95	1,900,209	7
ANNOUNCEMENTS	10/25/94	1,860,289	8
ARTRAGEOUS	10/8/96	2,007,199	9
ASK THE LIBRARIAN	3/23/99	2,233,677	10
ATOMIC CLOCK	6/24/97	2,074,600	11
AUTOENHANCE	1/1/95	1,871,091	12
BANK STREET WRITER	4/17/84	1,274,213	13
BIBLE ILLUSTRATOR	6/16/92	1,694,075	14
BODYWORKS	11/3/92	1,729,084	15
BORDERS & BACKGROUNDS	5/2/95	1,892,803	16
BRODERBUND Crown Logo	7/3/84	1,284,448	17
BRODERBUND SOFTWARE	11/27/84	1,306,829	18
BUSINESS IMAGES	6/4/96	1,979,007	19
BUSINESS LAW PARTNER	5/20/97	2,064,013	20
CALANDAR (stylized)	9/17/91	1,657,275	21
CALENDAR WORKS	8/13/96	1,994,045	22


CALENDARS AND MORE	2/25/97	2,041,280	32
CANADIAN IMAGES	2/6/96	1,955,440	33
CARD SHOP PLUS	8/29/95	1,915,807	34
CARTOON IMAGES	1/21/97	2,033,161	35
CHRISTIAN IMAGES	7/30/96	1,990,491	36
CLICKART	1/29/85	1,316,792	37
CLICKART	2/11/92	1,675,053	38
CLICKART - Design of man	7/28/98	2,176,867	39
CLICKART CHRISTIAN IMAGES	8/15/95	1,911,169	40
COMIC CHARACTERS Stylized	1/3/95	1,871,148	41
COMPLETE LEGAL COLLECTION	10/28/97	2,110,105	42
COMPLETE REFERENCE COLLECTION, THE	8/24/99	2,273,150	43
COMPTON'S	5/18/93	1,771,187	44
COMPTON'S HOME LIBRARY	5/4/99	2,242,369	45
COMPTON'S INTERACTIVE BIBLE	8/3/99	2,267,538	46
COMPTON'S INTERACTIVE ENCYCLOPEDIA	9/21/99	2,278,656	47
CREATIVE FUEL	11/5/96	2,014,387	48
CREATIVE OFFICE	3/2/99	2,229,406	49
CYBER EXPRESSIONS	9/14/99	2,277,599	50
CYBER SENTRY	12/3/96	2,021,461	51
DAILY JOURNAL	10/10/95	1,926,743	52
DATASOFT Stylized	8/20/91	1,654,225	53
DESIGN IT! 3D	1/12/99	2,217,517	54
DIRECTORY USA	3/25/97	2,048,457	55
DOWNLOAD ZONE	3/3/98	2,140,133	56

ENCYCLOPEDIA OF DRUGS	7/29/97	2,085,047	48
EVEN MORE IMAGES	12/13/94	1,867,857	49
FABULOUS FONTS	5/7/96	1,972,829	50
FABULOUS FOODS		1,871,147	51
FAMILY ALBUM CREATOR	5/5/98	2,155,440	52
FAMILY ATLAS	1/7/97	2,028,564	53
FAMILY LAWYER	2/18/97	2,039,432	54
FAMILY ORIGINS	3/10/98	2,142,732	55
FAMILY TREE CREATOR	6/6/00	2,356,336	56
FAMILY TREE MAKER	9/23/97	2,098,764	57
FAMOUS MAGAZINE CARTOONS	6/24/97	2,074,663	58
FANFARE! PRESENTATIONS	3/10/98	2,141,777	59
FIRST CHOICE	9/1/87	1,454,922	60
GO DIRECT	12/2/97	2,118,117	61
GREETINGS	2/4/97	2,035,931	62
HANDIWARE	7/2/91	1,649,355	63
HEALTH & FITNESS IMAGES	1/28/97	2,034,613	64
HOLIDAY DESIGN KIT	12/3/96	2,020,649	65
HOLIDAY IMAGES	4/18/95	1,889,680	66
IMAGE ALBUM	1/2/96	1,946,093	67
IMAGIMAKER SERIES	1/27/98	2,133,215	68
IMAGIMAKER SERIES (& Design)	2/10/98	2,136,221	69
INFOPEDIA	10/29/96	2,012,333	70
INTERACTIVATOR	3/21/95	1,884,724	71
IT'S LEGAL	4/14/92	1,682,774	72

KEY DRAW!	7/2/96	1,984,362	73
KEY FORM DESIGNER	12/8/92	1,738,083	74
KEYKIDS	2/4/97	2,035,021	75
KID PIX	12/14/93	1,810,528	76
KID PIX 2 (& Design)	9/17/96	2,000,727	77
KID PIX COMPANION (& Design)	1/3/95	1,871,145	78
KID PIX FUN PACK (& Design)	10/22/96	2,009,463	79
KID PIX STUDIO (& Design)	7/9/96	1,985,192	80
KIDS & EDUCATION IMAGES	1/2/96	1,946,094	81
LABELS UNLIMITED	11/10/87	1,464,407	82
LEARN THE ART OF MAGIC	9/17/96	2,002,006	83
LEARNING SERVICES & Design - *Service Mark	5/15/90	1,596,926	84
MACGLOBE	1/26/93	1,749,296	85
MACUSA	1/26/93	1,749,297	86
MAILMERGE & Design	7/27/82	1,202,559	87
ME AND MY WORLD	10/8/96	2,005,673	88
MEDICAL DRUG REFERENCE	6/6/95	1,898,376	89
MEMBERSHIP PLUS	6/23/92	1,696,818	90
MEMORYMATE Stylized	5/3/88	1,486,757	91
MOUSE ARMOR	5/23/95	1,895,595	92
MULTIPEDIA	4/22/97	2,055,936	93
NEWSLETTER IMAGES	12/8/98	2,209,843	94
NEWSLETTERS AND MORE	11/18/97	2,114,881	95
OCEANS BELOW	10/25/94	1,859,534	96
P (Stylized)	11/24/92	1,734,490	97

PALLADIUM INTERACTIVE	5/12/98	2,157,092	98
PALLADIUM INTERACTIVE & Design	12/16/97	2,121,625	99
PALLADIUM INTERACTIVE & Design	9/30/97	2,101,698	100
PALLADIUM logo	12/2/97	2,118,028	101
PARSONS TECHNOLOGY	12/20/94	1,868,098	102
PASSWORD COMPANION	6/8/99	2,251,399	103
PC BIBLE ATLAS	9/22/98	2,190,786	104
PC GLOBE	7/28/87	1,449,469	105
PC PAINTBRUSH	1/21/86	1,378,936	106
PFS: & design	9/26/89	1,557,721	107
PHOTOFINISH	10/13/92	1,723,477	108
PRESS WRITER	3/23/99	2,234,830	109
PRINT SHOP DELUXE	11/30/93	1,808,392	110
PRINT SHOP DELUXE CD ENSEMBLE	1/30/96	1,953,018	111
PRINT SHOP DELUXE COMPANION	11/22/94	1,863,611	112
PRINT SHOP, THE	6/3/86	1,395,538	113
PRINT TRICKS & Design	12/22/98	2,212,667	114
PRINTMASTER	11/11/97	2,111,762	115
PRINTMASTER PLATINUM	6/6/00	2,355,700	116
QUICK SCHEDULE	9/29/87	1,459,100	117
QUICK TIPS	4/1/97	2,048,651	118
QUICKDATE	5/2/95	1,892,578	119
QUICKVERSE	1/30/90	1,579,341	120
RESUMES & MORE	1/14/97	2,029,929	121

SCORECARD	10/31/95	1,930,561	100
SCREEN DREAMS	10/3/95	1,924,472	103
SECRET MAIL	8/24/99	2,271,884	104
SMALL BUSINESS EXPERT	5/11/99	2,244,177	105
SMART GALLERY	12/12/95	1,940,755	106
SOFTKEY	11/10/92	1,730,764	107
SOFTKEY & design	7/14/92	1,700,322	108
SOFTWARE SENTRY	10/31/95	1,931,564	109
SOFTWARE TOOLWORKS, THE	10/11/94	1,857,789	130
SOFTWARE TOOLWORKS, THE	8/3/82	1,203,423	131
SOFTWARE TOOLWORKS, THE	4/4/95	1,887,093	132
SPIRITUAL EXPRESSIONS	7/11/00	2,366,829	133
SPORTS AND LEISURE IMAGES	2/14/95	1,879,374	134
STEP	1/28/97	2,033,853	135
STEP UP	7/14/98	2,172,990	136
STICKERSHOPPLUS!	10/31/95	1,931,497	137
STRADIWACKIUS	7/4/95	1,902,553	138
T/MAKER	7/20/82	1,201,835	139
T/MAKER & Design	2/6/96	1,954,858	140
T/MAKER & Design	10/29/96	2,012,743	141
TAXINSIGHT	1/14/97	2,029,928	142
TELMERGE	6/11/85	1,340,351	143
TORCH Logo	8/6/91	1,652,912	144
TWIST & SHOUT	6/27/89	1,545,224	145
TYPE! (Stylized)	12/20/88	1,517,669	146



ULTIMATE SCRAPBOOK CREATOR	5/16/00	2,350,986	142
UNIVERSE BEYOND	1/13/98	2,129,405	143
VIRUCIDE	11/19/91	1,665,430	144
WINTUTOR	9/19/95	1,919,328	150

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



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

**AMENDMENT NUMBER ONE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Amendment") is entered into as of August 26, 2002, by and between **BRODERBUND PROPERTIES LLC**, a Delaware limited liability company ("Debtor"), formerly known as TLC Productivity Properties, LLC, a Delaware limited liability company, and **FOOTHILL CAPITAL CORPORATION**, a California corporation as agent for the below defined Lenders ("Agent").

WHEREAS, Riverdeep Group Public Limited Company, a company organized under the laws of the Republic of Ireland ("Parent"), Riverdeep Inc., a Delaware corporation ("Company"), and Riverdeep Interactive Learning Limited, a company organized under the laws of the Republic of Ireland ("Interactive"; together with Company, jointly and severally, and either or both of them, as the context requires, "Borrower"), Agent and the lenders from time to time a party thereto (such lenders being referred to herein each individually as a "Lender" and collectively as the "Lenders"; such Lenders, together with Agent, are individually and collectively referred to herein as the "Lender Group") have entered into that certain Loan and Security Agreement dated as of August __, 2002 (as amended, restated, supplemented or otherwise modified, the "Loan Agreement");

WHEREAS, Debtor is a party to that certain General Continuing Guaranty, dated as of August __, 2002 (the "Guaranty"), pursuant to which Debtor has guaranteed the obligations of Borrower under the Loan Agreement and the other Loan Documents (as such term is defined in the Loan Agreement);

WHEREAS, Debtor is a party to that certain Intellectual Property Security Agreement, dated as of October 18, 2000 (as amended, restated, supplemented or otherwise modified, the "Agreement") submitted for recordation with the United States Trademark Office on or about March 15, 2001 at Reel 002252, Frame 0552, submitted for recordation with the United States Patent Office on or about November 9, 2000 at Reel 011292, Frame 0658, and submitted for recordation with the United States Copyright Office on or about November 7, 2000 at Volume 3457, Page 397; and

WHEREAS, Agent has requested that the Agreement be amended as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amendments to the Agreement.

a. The recitals to the Agreement are hereby deleted in their entirety and replaced with the following:

"A. Riverdeep Group Public Limited Company, a company organized under the laws of the Republic of Ireland ("Parent"), Riverdeep Inc., a Delaware corporation ("Company"), and Riverdeep Interactive Learning Limited, a company organized under the laws of the Republic of Ireland ("Interactive"; together with Company, jointly and severally, and either or both of them, as the context requires, "Borrower"), Agent and the lenders from time to time a party thereto (such lenders being referred to herein each individually as a "Lender" and collectively as the "Lenders"; such Lenders, together with Agent, are individually and collectively referred to herein as the "Lender Group") have entered into that certain Loan and Security Agreement dated as of August __, 2002 (as amended, restated, supplemented or otherwise modified, the "Loan Agreement");

B. Debtor is a party to that certain General Continuing Guaranty for the benefit of Agent and the Lenders, dated as of August __, 2002 (the "Guaranty"), pursuant to which Debtor has guaranteed the obligations of Borrower under the Loan Agreement and the other Loan Documents (as such term is defined in the Loan Agreement); and

C. 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."

b. Section 1.1 of the Agreement hereby is amended by adding or amending and restating, as applicable, the following defined terms in proper alphabetical order:

"Bankruptcy Code" has the meaning ascribed thereto in the Loan Agreement.

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

"Indebtedness" has the meaning ascribed thereto in the Loan Agreement.

"Loan Documents" has the meaning ascribed thereto in the Loan Agreement.

"Obligations" shall mean, with respect to Debtor: (a) the due and punctual payment of the principal of, and interest (including, any and all interest which, but for the application of the provisions of the Bankruptcy Code, would have accrued on such amounts) on, any and all premium on, and any and all fees, costs, and expenses incurred in connection with or on the Indebtedness owed by each obligor to any member of the Lender Group pursuant to the terms of the Guaranty and the other Loan Documents; and (b) the due and punctual payment of all other present or future Indebtedness owing by Debtor to any member of the Lender Group.

"Person" has the meaning ascribed thereto in the Loan Agreement.

c. Section 3 of the Agreement is hereby amended by deleting the words "Debtor hereby represents, warrants, and covenants that:" appearing in the first sentence thereof and replacing them with the following: "Debtor represents and warrants to Agent and the Lenders, in each case, to the best of its knowledge, information, and belief, as follows:".

d. Section 8.3 of the Agreement is hereby deleted in its entirety.

e. Section 9.2 of the Agreement is hereby amended and restated in its entirety as follows:

"9.2 Other Remedies. Upon the occurrence and during the continuance of an Event of Default, Agent shall have all rights and remedies available to it under the Loan Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Collateral. Debtor agrees that such rights and remedies include the right of Agent as a Agent to sell or otherwise dispose of its Collateral after default, pursuant to the Code. Debtor agrees that Agent shall at all times have such non-exclusive, royalty free licenses, to the extent permitted by law, for any Collateral that is reasonably necessary to permit the exercise of any of Agent's rights or remedies upon the occurrence and during the continuation of an Event of Default with respect to (among other things) any tangible asset of Debtor in which Agent has a security interest, including Agent's rights to sell inventory, tooling or packaging which is acquired by Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Agent, in its discretion, deems necessary or advisable, in the name of Debtor or Agent, to enforce or protect any of the Collateral, in which event Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all documents required by Agent in aid of such enforcement. To the extent that Agent shall elect not to bring suit to enforce such Collateral, upon the occurrence and during the continuation of an Event of Default, Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violations thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation."

f. Section 10 of the Agreement is hereby amended and restated in its entirety as follows:

"10. Choice of Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of the Patent Collateral are

governed by federal law, in which case such choice of New York law shall not be deemed to deprive Agent of such rights and remedies as may be available under federal law.”

g. Section 11.2 of the Agreement is hereby amended and restated in its entirety as follows:

“11.2 Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Agent and their respective successors and assigns; provided, however, that Debtor may not assign this Agreement and its rights and obligations hereunder without the prior written consent of Agent, 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.”

h. Section 11.9 of the Agreement is hereby amended and restated in its entirety as follows:

“11.9 Notices. All Notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement or the Guaranty, as applicable.”

2. Choice of Law. The validity of this Amendment, its construction, interpretation and enforcement, the rights of the parties hereunder, shall be determined under, governed by, and construed in accordance with the laws of the State of New York

3. Counterparts; Telefacsimile Execution. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by telefacsimile shall be effective as delivery of a manually executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile shall also deliver a manually executed counterpart of this Amendment, but the failure to so deliver a manually executed counterpart of this Amendment shall not effect the validity hereof.

4. Effect on Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. The execution, delivery, and performance of this Amendment shall not, except as expressly set forth herein, operate as a waiver of or as an amendment of, any right, power, or remedy of Agent or any other member of the Lender Group under the Loan Agreement, as in effect prior to the date hereof. The amendments set forth herein are limited to the specifics hereof, and shall not apply with respect to any facts or occurrences other than those on which the same are based.

5. Further Assurances. Borrower shall execute and deliver all agreements, documents, and instruments, in form and substance satisfactory to Agent, and take all actions as Agent may reasonably request from time to time, to perfect and maintain the perfection and priority of Agent's security interests in the Collateral and to fully consummate the transactions contemplated under this Amendment and the Agreement, as amended by this Amendment.

6. Reference to and Effect on the Agreement. Upon and after the effectiveness of this Amendment: each reference in the Agreement to "this Agreement", "hereunder", "herein", "hereof" or words of like import referring to the Agreement, shall mean and be a reference to the Agreement as modified and amended hereby.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first above written.


BRODERBUND PROPERTIES LLC,
a Delaware limited liability company,
formerly known as TLC Productivity
Properties, LLC, a Delaware limited
liability company

By *Riversdeep, Inc., its manager*

By: *Lauren E. Zajac*
Name: *Lauren E. Zajac*
Title: *VP, General Counsel's Secretary*

S-1

**FOOTHILL CAPITAL
CORPORATION,**
a California corporation, as Agent

By: 
Name: Joshua D. Foster
Title: VP

S-2

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



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

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

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

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

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

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

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



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

Schedule B

PATENTS

Owner/Assignee	Patent	Reg. No./ Appl. No.	Issue/File Date
TLC Productivity Properties, LLC	Method & Apparatus for Generating All-in-One Family Tree	09/273,606	3-22-99
TLC Productivity Properties, LLC	Method & Apparatus for Generating All-in-One Family Tree	PCT/UC 00/06331	3-9-99
TLC Productivity Properties, LLC	System and Method for Online Photo Editing	60/225,207	8-14-00
TLC Productivity Properties, LLC	System and Method for Online Photo Editing	60/225,182	8-14-00

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

	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
	2/5/99	TX 4 908 339
Complete Delete	11/10/97	PA 869 642
Complete Reference Collection, The, 1998 Edition	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
Compton's Encyclopedia and Fact Index		

	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
Estate Planner	2/12/96	PA 792 449
Explorers of the New World	10/14/83	PA 195 218
Face Maker	10/21/96	TX 4 513 183
Family Album Creator	2/9/99	TX 4 908 332
Family Lawyer 99	2/9/99	TX 4 908 331
Family Lawyer 99 Deluxe		

	Registration No.	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
Muppet Calendar Creator	4/14/89	TX 2 653 288
Name Tag Kit	10/27/95	TX 4 089 429
OEM System ID Technology	1/15/92	PA 559 731
Paint School I	1/15/92	PA 559 730
Paint School II	2/5/99	TX 4 908 356
PC Copy Center	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
PC Paintbrush		

	Registration No.
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
Publisher's Paintbrush	2/9/99 PA 932 378
Quicken Family Lawyer 99	1/8/85 TX 1 585 693
ReportStar	4/6/84 TX 1 318 692
ReportStar User Reference Manual	7/23/91 TX 3 093 306
Resume Kit	2/5/99 TX 4 908 335
Screen Shot Deluxe	2/5/99 TX 4 908 329
Small Business Expert	4/17/95 TX 3 812 952
Software Toolworks International Business & Economic Atlas	4/17/95 TX 3 812 950
Software Toolworks U.S. Atlas	4/17/95 TX 3 812 948
Software Toolworks U.S. Atlas	4/17/95 TX 3 812 954
Software Toolworks World Atlas	4/17/95 TX 3 812 951
Software Toolworks World Atlas	

	Release 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

	Registration Date	Registration No.
WordStar 2000 & 2000 Plus (Patch C Source)	7/29/86	TX 1 885 160
WordStar 2000 (IVAN) Source Files/Main Program	3/15/85	TX 1 541 333
WordStar 2000 Plus - Applications	1/12/89	TX 2 594 280
WordStar 2000 Plus: Reference Manual	1/17/89	TX 2 578 421
WordStar 2000 Plus: Starting and Learning Manual	1/12/89	TX 2 594 279
WordStar 2000 Plus: Supplemental Printer Information	1/12/89	TX 2 594 276
WordStar 2000 Plus: What's New	1/12/89	TX 2 594 281
WordStar 2000: Making WordStar 2000 Work for You	2/12/91	TX 3 233 890
WordStar 2000: Reference Guide	2/13/91	TX 3 010 184
WordStar 2000: Starting and Learning	2/12/91	TX 3 233 891
WordStar 2000: Supplemental Printer Information	2/12/91	TX 3 090 448
WordStar Booklet: What's New	11/21/88	TX 2 507 489
WordStar Companion Programs Manual	10/7/91	TX 3 161 040
WordStar Dialog Handling	1/18/94	TXu 620 152
WordStar General Information Manual WS-3630-1, Second Issue 8/1/82	4/6/84	TX 1 318 330
WordStar Installation Manual	4/6/84	TX 1 318 695
WordStar Installation Manual	4/6/84	TX 1 331 387
WordStar Installation Manual WS 3630	4/6/84	TX 1 331 387
WordStar Installing & Customizing Manual	1/18/94	TX 3 722 491
WordStar Installing and Customizing Plus Printer and Monitor Information Booklet	11/19/90	TX 2 954 413
WordStar Legal Software	1/17/89	TX 2 479 236
WordStar Link and Load Procedure	5/9/88	TXu 2 328 433
WordStar Personal Software	1/17/89	TX 2 498 049
WordStar Pocket WordStar Booklet	11/19/90	TX 3 153 658
WordStar Printer Information Manual	11/21/88	TX 2 576 934
WordStar Professional	11/21/88	TX 2 700 018
WordStar Professional	5/9/88	TX 2 328 433
WordStar Quick Reference	1/18/94	TX 3 739 527
WordStar Reference	1/18/94	TX 3 759 951
WordStar Reference Manual	11/23/90	TX 3 016 724
WordStar Reference Manual	4/6/84	TX 1 338 572
WordStar Reference Manual: WS 3550-1, Second Issue 8/1/82	4/6/84	TX 1 409 699
WordStar Revision Load/Link Procedure	9/27/82	TXu 107 302
WordStar Training & Applications Manual	11/21/90	TX 3 112 036
WordStar Training Guide, 2nd Edition, Revised 2/83	4/6/84	TX 1 318 696
WordStar Training Guide: WS-3310-1, First Issue 5/15/81	4/6/84	TX 1 317 867
WordStar User Manual	12/11/89	TX 2 704 943
WordStar User's Guide	3/3/80	TX 426 588
WordStar Using WordStar Manual	1/18/94	TX 3 722 489
WordStar with Style Manual	11/19/90	TX 3 054 052

**MATTEL DOMAINS NAMED SCHEDULED TO BE TRANSFERRED TO
TLC PRODUCTIVITY PROPERTIES, LLC
NIC TRACKING NUMBER: NIC-000926.1617a**

R&M Draft
10/27/00 10:53:57 AM
J90022_1.DOC

DOMAIN NAME	CURRENT REGISTRANT
3DHOMEDESIGNSUITE.COM	Mattel, Inc.
DECORATE-3D.COM	Mattel, Inc.
EXPRESSIT.COM	Mattel, Inc.
MEMBERSHIPPLUS.COM	Mattel, Inc.
PARSONS-LISTS.COM	Mattel, Inc.
PARSONSOFTWARE.COM	Mattel, Inc.
PARSONS-SELLS.COM	Mattel, Inc.
PARSONSSOFTWARE.COM	Mattel, Inc.
PARSONSTEC.COM	Mattel, Inc.
PARSONSTECHNOLOGY.COM	Mattel, Inc.
PARSONTECHNOLOGY.COM	Mattel, Inc.
PAYNETSECURE.COM	Mattel, Inc.
SHOCKPRO.COM	Mattel, Inc.

(Page 1 of 1)