

12-26-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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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.

12-26-02

1. Name of conveying party(ies): 12-26-02 Forum Novelties, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: The Bank of New York Internal Address: Street Address: One Wall Street City: NY State: NY Zip: 10286 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Grant of Security Interest Execution Date: December 16, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2260161 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Internal Address: FEDERAL RESEARCH CORP 1030 15th STREET NW SUITE 920 WASHINGTON DC 20005 Street Address: City: State: Zip:

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ Enclosed Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Danielle Telestand Signature 12/18/02 Date Name of Person Signing

Total number of pages including cover sheet, attachments, and document: Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

12/26/2002 6T0N11 00000181 2260161

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TRADEMARK REEL: 002639 FRAME: 0077

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **FORUM NOVELTIES, INC.**, a New York corporation (the "Grantor"), is obligated to **THE BANK OF NEW YORK**, as Administrative Agent (in such capacity, the "Secured Party") pursuant to the Security Agreement, dated as of December 16, 2002 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), by and between the Grantor, the subsidiaries of Rubie's Costume Company, Inc. from time to time party thereto and the Secured Party, which Security Agreement was entered into pursuant to the Credit Agreement, dated as of December 16, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Rubie's Costume Company, Inc., the Lenders and Issuing Bank from time to time party thereto and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign to the Secured Party, and grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: One Wall Street, New York, New York 10286.

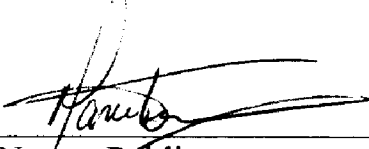
IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 16th day of December 2002.

FORUM NOVELTIES

By: Marc P. Berger
Name: Marc P. Berger
Title: President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 16th day of December in the year 2002 before me, the undersigned, personally appeared Marie P. Beige, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

My Commission Expires:

MARIE A. FRANCOIS
Notary Public, State of New York
MONROE COUNTY
Commission Expires Feb. 7, 2006

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of December 16, 2002

<u>MARK</u>	<u>REGISTRATION/ SERIAL NO..</u>	<u>DATE ISSUED</u>
Stud Undies	2260161	7/13/1999