

06-07-2010



ET

103598997

documents or the new address(es) below.

To the Director of the U. S. Patent and

1. Name of conveying party(ies):

Transcience Corporation

- Individual(s)
- General Partnership
- Corporation- State: Maryland
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 5/25/2010

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Big Time Toys, LLC

Internal

Address: _____

Street Address: 708 Berry Road

City: Nashville

State: TN

Country: USA Zip: 37204

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship TN

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Attached

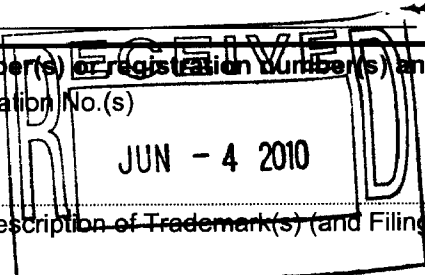
B. Trademark Registration No.(s)

See Attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Attached listing.



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

Name: Jeffrey G. Kramer, Esq.

Internal Address: DeCotiis, FitzPatrick & Cole, LLP

Street Address: 500 Frank W. Burr Blvd.

City: Teaneck

State: NJ Zip: 07666

Phone Number: 201-907-5234

Fax Number: 201-928-0588

Email Address: jkramer@decotiislaw.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$190.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

06/04/2010 NJAMA1 00000040 2485247

Deposit Account Number _____ 40.00
150.00

Authorized User Name _____

9. Signature:

Jeffrey G. Kramer
Signature

June 1, 2010

Date

Jeffrey G. Kramer, Partner, DeCotiis, FitzPatrick & Cole, LLP

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

6/4/10

Box 1. Additional Names of conveying parties:

Yolanda von Braunhut

Box 4.A-C. Application Number(s) or registration number(s) and identification or description of the Trademark.

Country	Trademark Name	Reg No	Reg Date	Expiration	App No	App Date
United States	Sea-Monkeys	2485247	9/4/2001	9/4/2011	7613804	9/28/2000
United States	Instant Life	769330	5/12/1964	5/12/2014	72161789	1/31/1963
United States	Sea-Monkeys	769332	5/12/1964	5/12/2014	72161791	1/31/1963
United States	Hatched Egg Design	769331	5/12/1964	5/12/2014	72161790	1/31/1963
United States	Ocean Zoo	2509518	11/20/2001	11/20/2011	76137530	9/29/2000
United States	Instant Pets	999873	12/17/1974	12/17/2014	72456406	5/31/1973
United States	TC & Design	999872	12/17/1974	12/17/2014	72452952	3/29/1973

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of the 25th day of May, 2010, by BIG TIME TOYS, LLC, a Tennessee limited liability company, headquartered at 708 Berry Road, Nashville, TN 37204 ("BTT"), YOLANDA von BRAUNHUT, an individual with an address at 6200 Chapman's Landing Road, Indian Head, MD 20640-3040 ("YvB"), TRANSCIENCE CORPORATION, a Maryland corporation with offices and principal place of business at 6200 Chapman's Landing Road, Indian Head, MD 20640-3040 ("Transcience" and, together with YvB, individually, a "Grantor" and collectively, the "Grantors").

WITNESSETH:

WHEREAS, the Grantors and BTT have entered into that certain Purchase Agreement and Amendment to License Agreement, dated as of May 1, 2009 (the "Purchase Agreement"), pursuant to which BTT exercised an option to purchase certain intellectual property rights, including the goodwill of Grantors' business, subject to the terms and conditions specified therein; and

WHEREAS, pursuant to the Purchase Agreement, each Grantor shall retain legal title to the purchased intellectual property rights until such time as BTT shall have paid the Initial Purchase Price; and

WHEREAS, it is a condition to the Purchase Agreement that each Grantor shall have granted the security interests contemplated by this Agreement to BTT to secure the performance of all obligations of each Grantor to BTT pursuant to the Purchase Agreement and License Agreement (as defined in the Purchase Agreement), including the obligations to deliver to BTT or its designee title to the Trade Secrets, Licensed Products and Sea-Monkeys[®] Properties and all of the information, documents and materials (including, without limitation, the Trade Secrets disclosures) deposited with the Escrow Holder (as defined in the Purchase Agreement), and to vest in BTT all right, title and interest in and to all Licensed Products and Sea-Monkeys[®] Properties, free and clear of any and all liens, claims and encumbrances of any kind (collectively, the "Obligations"), upon BTT's payment of the final installment of the Initial Purchase Price payable under Section 2.2(a) of the Purchase Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and of any financial accommodations or extensions of credit (including, without limitation, the payments of the Minimum Royalties pursuant to the Purchase Agreement and License Agreement), now or hereafter made to or for the benefit of each Grantor by BTT in connection with the transactions contemplated by the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Unless otherwise defined herein, each capitalized term used herein that is defined in the Purchase Agreement shall have the meaning specified for such term in the Purchase Agreement.

Section 2. Incorporation of the Purchase Agreement. The Purchase Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

Section 3. Security Interest in Trademarks. To secure the prompt and complete observance and performance of, the Obligations of each Grantor to BTT, each Grantor hereby grants, assigns, hypothecates, mortgages, conveys and transfers to BTT, for its benefit, a security interest in all of its rights, title and interest in, to and under the following, whether now owned or existing or hereafter arising or acquired and wheresoever located:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule "A", attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Grantors' business symbolized by the foregoing and connected therewith, and (v) all of each Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i) through (v) in this subparagraph (a), are hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule "B", attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by each Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

Section 4. Restrictions on Future Agreements. Each Grantor shall not enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, the Purchase Agreement and License Agreement, and each Grantor further covenants and agrees that it shall not take any action, and it shall use its best efforts not to permit

any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to BTT under this Agreement, the Purchase Agreement and License Agreement or the rights associated with the Trademarks or the Licenses.

Section 5. New Trademarks and Licenses. Each Grantor represents and warrants that; (a) the Trademarks listed on Schedule "A" include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications owned or held by each Grantor as of May 1, 2009 and through and including the date hereof, (b) the Licenses listed on Schedule "B" include all of the trademark license agreements and service mark license agreements under which each Grantor is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by any Grantor to any Person other than BTT. If, prior to the termination of this Agreement, a Grantor shall (x) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (y) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (z) enter into any new trademark license agreement or service mark license agreement, the provisions of this Agreement above shall automatically apply thereto. Each Grantor shall give to BTT written notice of events set forth in this Section 5 promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Each Grantor hereby authorizes BTT to modify this Agreement unilaterally (1) by amending Schedule "A" to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule "B" to include any future trademark and license agreements and service mark license agreements, and (2) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedules "A" or "B" thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

Section 6. Royalties. Each Grantor hereby agrees that the use by BTT of the Trademarks and Licenses as authorized hereunder in connection with BTT's exercise of its rights and remedies under this Agreement or pursuant to the Purchase Agreement shall be coexisting with such Grantor's rights thereunder and with respect thereto, if any, and without any liability for royalties or other related charges from BTT, except to the extent provided by the Purchase Agreement.

Section 7. Right to Inspect; Further Assignments and Security Interests. BTT may at all reasonable times, upon twenty four (24) hours notice (and at any time following a Grantor's failure to perform any Obligation of it), have access to, examine, audit, make copies (at such Grantor's expense) and extracts from and inspect such Grantor's premises and examine such Grantor's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, BTT shall use reasonable efforts not to disturb unnecessarily the conduct of such Grantor's ordinary business operations. Each Grantor agrees

that she or it shall not sell or assign its interests in, or grant any license under, the Trademarks or the Licenses.

Section 8. Nature and Continuation of BTT's Security Interest; Termination of BTT's Security Interest. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate upon the earlier to occur of: (a) the vesting in BTT of title to the Trade Secrets, Licensed Products and Sea-Monkeys® Properties and all of the information, documents and materials (including, without limitation, the Trade Secrets disclosures) deposited with the Escrow Holder, including all right, title and interest in and to all Licensed Products and Sea-Monkeys® Properties, free and clear of any and all liens, claims and encumbrances of any kind; or (b) the termination of the Purchase Agreement. When this Agreement has been terminated, BTT shall promptly execute and deliver to each Grantor all termination statements and other instruments as may be necessary or proper to terminate BTT's security interest in the Trademarks and the Licenses.

Section 9. Duties of each Grantor. Each Grantor shall have the duty to: (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) make application for trademarks or service marks, and (c) take all reasonable and necessary action to preserve and maintain all of such Grantor's rights in the Trademarks including, without limitation, making timely filings for renewals and extensions and diligently monitoring unauthorized use thereof. Each Grantor further agrees that she or it shall (x) not abandon any Trademark or License without the prior written consent of BTT, and (y) use her or its best efforts to maintain in full force and effect the Trademarks and the Licenses. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. Without limiting the generality of the foregoing, BTT shall be under no obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but BTT may, at its option, and all expenses incurred in connection therewith shall be for the sole account of such Grantor and shall be added to the Obligations secured hereby.

Section 10. BTT's Right to Sue. Upon the failure of any Grantor to perform any Obligation, BTT shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if BTT shall commence any such suit, such Grantor shall, at the request of BTT, do any and all lawful acts and execute any and all proper documents required by BTT in aid of such enforcement. Each Grantor shall be obligated to, jointly and severally, and shall upon demand, promptly reimburse BTT for all costs and expenses incurred by BTT in the exercise of its rights under this Agreement (including, without limitation, reasonable fees and expenses of attorneys and paralegals for BTT).

Section 11. Waivers. BTT's failure, at any time or times hereafter, to require strict performance by either Grantor of any provision of this Agreement shall not waive, affect or diminish any right of BTT thereafter to demand strict compliance and performance therewith nor shall any course of dealing between a Grantor and BTT have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of either Grantor contained in this Agreement shall be deemed to have been

suspended or waived by BTT unless such suspension or waiver is in writing signed by an officer of BTT and directed to a Grantor specifying such suspension or waiver.

Section 12. Cumulative Remedies, Power of Attorney. BTT shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Purchase Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC, as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the failure by any Grantor to deliver to and vest in BTT all right, title and interest in and to all Licensed Products and Sea-Monkeys[®] Properties, free and clear of any and all liens, claims and encumbrances of any kind, upon BTT's payment of the final installment of the Initial Purchase Price payable under Section 2.2(a) of the Purchase Agreement, each Grantor agrees to execute and deliver to BTT or any such transferee all such agreements, documents and instruments as may be necessary, in BTT's sole discretion, to effect such assignment, conveyance and transfer. All of BTT's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the failure of any Grantor to perform any Obligation required of it, BTT may exercise any of the rights and remedies provided in this Agreement and the Purchase Agreement.

Section 13. Fees and Expenses. Each Grantor, jointly and severally, shall be obligated to pay, and shall pay on demand all reasonable expenses of BTT in connection with BTT's exercise, preservation or enforcement of any of its rights, remedies or options under this Agreement, including, without limitation, reasonable fees of outside legal counsel or the allocated costs of in-house legal counsel, accounting, consulting, brokerage or other similar professional fees or expenses, and any reasonable fees or expenses associated with travel or other costs relating to any appraisals or examinations conducted in connection with the transactions contemplated hereby, by the Purchase Agreement and the License Agreement, and the amount of all such expenses shall, until paid, bear interest at the prime rate plus two percent and be a part of the Obligations.

Section 14. Successors and Assigns. This Agreement shall be binding upon each Grantor and its and/or her successors and assigns, and shall inure to the benefit of BTT and its nominees, successors and assigns. Each Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for any Grantor; provided, however, that each Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without BTT's prior written consent, to be exercised in BTT's sole discretion.

Section 15. Amendments. No amendment or waiver of any provision of this Agreement, nor consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be effected in writing and duly executed between each Grantor and BTT.

Section 16. Notices, Written; Effective Date. Unless otherwise indicated differently, all notices, payments, requests, reports, information or demands which any party hereto may desire or may be required to give to any other party hereunder, shall be in writing and shall be

personally delivered or sent by confirmed telecopier, by a nationally recognized overnight delivery service, or first-class certified or registered United States mail, postage prepaid, return receipt requested, and sent to the party at its address appearing below, or such other address as any party shall hereafter inform the other party hereto by written notice given as aforesaid:

If to a Grantor:

Mail and Messenger: Transcience Corporation
Yolanda von Braunhut
6200 Chapmans Landing Road
Indian Head, MD 20640-3040
Attn.: President

If to BTT:

Mail and Messenger: Big Time Toys, LLC
708 Berry Road
Nashville, TN 37204
Attn.: President

All notices, payments, requests, reports, information or demands so given shall be deemed effective upon receipt. A failure to send the requisite copies does not invalidate an otherwise properly sent notice to a Grantor and/or BTT.

Section 17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 18. Further Indemnification. Each Grantor, jointly and severally, agrees to pay and to save BTT harmless from any and all liabilities with respect to, or resulting from any delay in paying, any and all excise, sales or other similar taxes which may be payable or determined to be payable with respect to any of the transactions contemplated by this Agreement.

Section 19. Headings. Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

Section 20. Joint And Several Nature of Obligations. In the event that this Agreement is executed by more than one party as a Grantor, the rights, liabilities and obligations of such parties is joint and several.

Section 21. GOVERNING LAW, SEVERABILITY. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS THEREUNDER. WHEREVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

Section 22. JURY TRIAL. EACH GRANTOR AND BTT (BY ACCEPTANCE OF THIS AGREEMENT) MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF BTT, AND AGREE THAT NEITHER PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, EACH GRANTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. THE GRANTOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF BTT HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BTT WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR BTT TO ACCEPT THIS AGREEMENT.

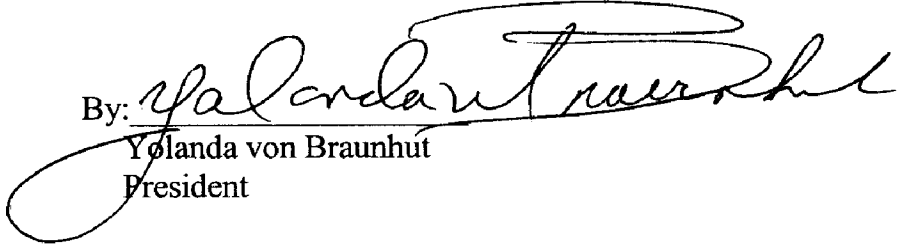
SECTION 23. WAIVER OF BOND. EACH GRANTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF ANY PARTY HERETO IN CONNECTION WITH ANY JUDICIAL PROCESS OR OTHER PROCEEDING TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PARTY, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION IN CONNECTION WITH THIS AGREEMENT, THE PURCHASE AGREEMENT OR THE LICENSE AGREEMENT.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW**

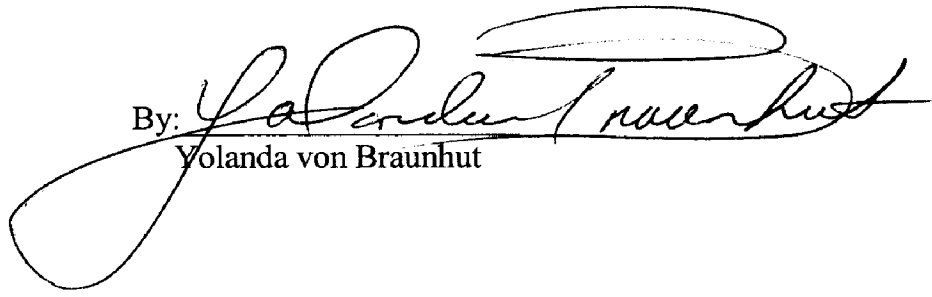
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered, all as of the date first above written.

GRANTORS:

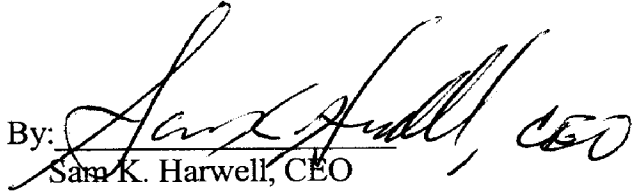
TRANSCIENCE CORPORATION

By: 
Yolanda von Brauhut
President

YOLANDA VON BRAUNHUT

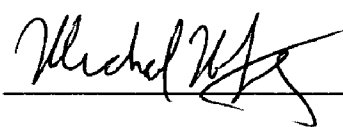
By: 
Yolanda von Brauhut

ACCEPTED AND AGREED:
BIG TIME TOYS, LLC

By: 
Sam K. Harwell, CEO

STATE OF NEW YORK }
 } ss:
COUNTY OF NEW YORK }

BE IT REMEMBERED, that on this 25th day of May, 2010, before me, the subscriber, an officer duly authorized to take acknowledgments for use in the State of New York, personally appeared Yolanda von Braunhut, who I am satisfied, is the person who executed the within Instrument as the President of Transcience Corporation, the corporation named therein, and I having first made known to her the contents thereof, she did thereupon acknowledge that the said Instrument made by the said corporation and delivered by her as such officer, as the voluntary act and deed of said corporation, made by virtue of authority from its Board of Directors, for the uses and purposes therein expressed.

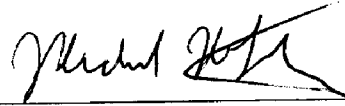


Notary Public

MICHAEL J. FERRANCE
Notary Public, State of New York
No. 02FE5067370
Qualified in New York County
Certificate Filed in New York County
Commission Expires October 15, 2010

STATE OF NEW YORK }
 } ss:
COUNTY OF NEW YORK }

BE IT REMEMBERED, that on this 25th day of May, 2010, before me, the subscriber, an officer duly authorized to take acknowledgments for use in the State of New York, personally appeared Yolanda von Braunhut, who I am satisfied, is the person who executed the within Instrument, and I having first made known to her the contents thereof, she did thereupon acknowledge that the said Instrument made and delivered by her, as her voluntary act and deed, for the uses and purposes therein expressed.



Notary Public

MICHAEL J. FERRANCE
Notary Public, State of New York
No. 02FE5067370
Qualified in New York County
Certificate Filed in New York County
Commission Expires October 15, 2010

SCHEDULE "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN TRADEMARK SECURITY AGREEMENT EXECUTED BY TRANSCIENCE CORPORATION AND YOLANDA VON BRAUNHUT, EACH AS A GRANTOR, IN FAVOR OF BIG TIME TOYS, LLC, AS THE SECURED PARTY, DATED AS OF MAY 25, 2010.

See Attached Schedule.

Sea-Monkeys Trademark Information

Country	Trademark Name	Reg Owner	Reg No	Reg Date	Expiration	App No	App Date	Classes	Confirmed
Argentina	Sea-Monkeys	Transcience Corp	1,744,137	7/12/1999	7/12/2009	2,211,676		29	n
Australia	Sea-Monkeys	Transcience Corp	260449	7/20/1972	7/20/2017	260449	7/20/1972	31	y
Canada	Sea-Monkeys	Transcience Corp	TMA630098	1/13/2005	1/13/2020	1,117,342	10/2/2001	28, 31	y
Canada	Sea-Monkeys	Transcience Corp	TMA552029	10/5/2001	10/5/2016	1,046,688	2/21/2000	31, 35	y
European Union	Sea-Monkeys	Transcience Corp	563155	11/23/1999	6/30/2017	563155	6/30/1997	1, 31	y
France	Sea-Monkeys	Transcience Corp	1,626,432	11/8/1990	11/8/2010	248,375	11/8/1990	31	y
France	Sea-Monkeys (stylized)	Transcience Corp	563155	6/30/1997	6/30/2017			1, 31	y
Germany	Sea-Monkeys	Transcience Corp	899238	11/8/1972	12/31/2010	T1411431WZ	12/2/1970	1, 5, 31	y
Italy	Sea-Monkeys	Transcience Corp	870677	7/2/2002	5/20/2009	257299RM	5/20/1999	31	n
Mexico	Sea-Monkeys	Transcience Corp	726034	11/30/2001	8/10/2011	500763	8/10/2001	28	n
Mexico	Sea-Monkeys	Transcience Corp	753394	6/28/2002	8/10/2011	500762	8/10/2001	31	n
New Zealand	Sea-Monkeys	Transcience Corp	277925	10/15/1998	6/9/2018	277925	6/9/1997	31	y
South Africa	Sea-Monkeys	Transcience Corp	1972/03452	7/4/1972	7/4/2012	72/3452	7/4/1972	31	n
South Korea	Sea-Monkeys	Harold von Braunhut	569293	12/19/2003	12/19/2013	2002-0027346	6/12/2002	31	n
Spain	Sea-Monkeys	Transcience Corp	756685M	3/30/1977	6/14/2014	756685M	6/14/1974	31	y
Switzerland	Sea-Monkeys	Transcience Corp	Not filed yet					28	n
United Kingdom	Sea-Monkeys (stylized)	Transcience Corp	967346	11/6/1991	11/6/2015	967346	11/6/1970	31	
United Kingdom	Sea-Monkeys	Transcience Corp	E563155	11/23/1999					
United States	Sea-Monkeys	Transcience Corp	2485247	9/4/2001	9/4/2011	7613804	9/28/2000	28	y
United States	Sea-Monkeys	Transcience Corp	769330	5/12/1964	5/12/2014	72161789	1/31/1963	31	y
United States	Instant Life	Transcience Corp	769332	5/12/1964	5/12/2014	72161791	1/31/1963	31	y
United States	Sea-Monkeys	Transcience Corp	769331	5/12/1964	5/12/2014	72161790	1/31/1963	31	n
United States	Hatched Egg Design	Transcience Corp	2509518	11/20/2001	11/20/2011	76137530	9/29/2000	16	y
United States	Ocean Zoo	Transcience Corp	999873	12/17/1974	12/17/2014	72456406	5/31/1973	31	y
United States	Instant Pets	Transcience Corp	999872	12/17/1974	12/17/2014	72452952	3/29/1973	31	n
United States	TC & Design	Transcience Corp						31	n

SCHEDULE "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN TRADEMARK SECURITY AGREEMENT EXECUTED BY TRANSCIENCE CORPORATION AND YOLANDA VON BRAUNHUT, EACH AS A GRANTOR, IN FAVOR OF BIG TIME TOYS, LLC, AS THE SECURED PARTY, DATED AS OF MAY 25, 2010.

License Agreements

1. "License Agreement ("Sea-Monkeys")", dated May 15, 2002, by and between Educational Insights, Inc., as licensor, and IGT, as licensee, with respect to the use of the mark "Sea-Monkeys" and certain related properties on gaming machines.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Transcience Corporation

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

6200 Chapmans Landing Road, Indian Head MD 20640-3040

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any

Corporation Maryland NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

von Braunhut Yolanda

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

6200 Chapmans Landing Road Indian Head MD 20640-3040

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
Big Time Toys, LLC

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

708 Berry Road Nashville TN 37204

4. This FINANCING STATEMENT covers the following collateral:

All right, title and interest in the registered: (1) Trademarks for "Sea-Monkeys", "Instant Life", "Hatched Egg Design", "Ocean Zoo", "Instant Pets" and "TC & Design", (2) Copyrights for Ocean Zoo: Live Pet Sea-Monkeys and It's Fun to Raise Pet Sea-Monkeys Instruction Handbook and (3) the Patents for an Aquarium Watch and a related Bubble Making Machine, all as more particularly described on the attached Schedule A (the "Collateral").

The Debtors' and Secured Party's interests in this Collateral are subject to the terms and conditions of a certain Trademark Security Agreement, Patent Security Agreement and Copyright Security Agreement, each dated as of May 25, 2010, by and between the Secured Party and Debtors identified above in Sections 1, 2 and 3.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum Attach Addendum Attach Addendum

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Sea-Monkeys Trademark InformationSchedule A to Uniform Commercial Code Financing Statement

Country	Trademark Name	Reg Owner	Reg No	Reg Date	Expiration	App No	App Date	Classes	Confirmed
Argentina	Sea-Monkeys	Transcience Corp	1,744,137	7/12/1999	7/12/2009	2,211,676		29	n
Australia	Sea-Monkeys	Transcience Corp	260449	7/20/1972	7/20/2017	260449	7/20/1972	31	y
Canada	Sea-Monkeys	Transcience Corp	TMA630098	1/13/2005	1/13/2020	1,117,342	10/2/2001	28, 31	y
Canada	Sea-Monkeys	Transcience Corp	TMA552029	10/5/2001	10/5/2016	1,046,688	2/21/2000	31, 35	y
European Union	Sea-Monkeys	Transcience Corp	563155	11/23/1999	6/30/2017	563155	6/30/1997	1, 31	y
France	Sea-Monkeys	Transcience Corp	1,626,432	11/8/1990	11/8/2010	248,375	11/8/1990	31	y
France	Sea-Monkeys (stylized)	Transcience Corp	563155	6/30/1997	6/30/2017			1, 31	y
Germany	Sea-Monkeys	Transcience Corp	899238	11/8/1972	12/31/2010	T1411431WZ	12/2/1970	1, 5, 31	y
Italy	Sea-Monkeys	Transcience Corp	870677	7/2/2002	5/20/2009	257299RM	5/20/1999	31	n
Mexico	Sea-Monkeys	Transcience Corp	726034	11/30/2001	8/10/2011	500763	8/10/2001	28	n
Mexico	Sea-Monkeys	Transcience Corp	753394	6/28/2002	8/10/2011	500762	8/10/2001	31	n
New Zealand	Sea-Monkeys	Transcience Corp	277925	10/15/1998	6/9/2018	277925	6/9/1997	31	y
South Africa	Sea-Monkeys	Transcience Corp	1972/03452	7/4/1972	7/4/2012	723452	7/4/1972	31	n
South Korea	Sea-Monkeys	Harold von Braunhut	569293	12/19/2003	12/19/2013	2002-0027346	6/12/2002	31	n
Spain	Sea-Monkeys	Transcience Corp	756685M	3/30/1977	6/14/2014	756685M	6/14/1974	31	y
Switzerland	Sea-Monkeys	Transcience Corp	Not filed yet					28	n
United Kingdom	Sea-Monkeys (stylized)	Transcience Corp	967346	11/6/1991	11/6/2015	967346	11/6/1970	31	n
United Kingdom	Sea-Monkeys	Transcience Corp	E563155	11/23/1999					
United States	Sea-Monkeys	Transcience Corp	2485247	9/4/2001	9/4/2011	7613804	9/28/2000	28	y
United States	Instant Life	Transcience Corp	769330	5/12/1964	5/12/2014	72161789	1/31/1963	31	y
United States	Sea-Monkeys	Transcience Corp	769332	5/12/1964	5/12/2014	72161791	1/31/1963	31	y
United States	Hatched Egg Design	Transcience Corp	769331	5/12/1964	5/12/2014	72161790	1/31/1963	31	n
United States	Ocean Zoo	Transcience Corp	2509518	11/20/2001	11/20/2011	76137530	9/29/2000	16	y
United States	Instant Pets	Transcience Corp	999873	12/17/1974	12/17/2014	72456406	5/31/1973	31	y
United States	TC & Design	Transcience Corp	999872	12/17/1974	12/17/2014	72452952	3/29/1973	31	n

Sea-Monkeys Copyright Information

Name of Copyright	Copyright Number	Date	Claimant
Ocean Zoo: Live Pet Sea-Monkeys	TX0000985050	9/14/1982	Transcience Corporation
It's Fun to Raise Pet Sea-Monkeys Instruction Handbook			Yolanda von Braunhut

Sea-Monkeys Patent Information

Name	Date	US Patent Number	App No	Inventor
Aquarium Watch	7/9/2002	6,416,217	09/761,366	Harold Von Braunhut
Bubble making device	2/28/1989	4,808,138	07/120,349	Harold Von Braunhut
Amazing Live Sea Monkey Wizard (Design Patent)				
Amazing Live Sea Monkeys on Mars (Design Patent)				
Amazing Live Sea Monkeys Fun Time (Design Patent)				

TRADEMARK

REEL: 004219 FRAME: 0560

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

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1a. ORGANIZATION'S NAME
Transcience Corporation

OR
 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS
6200 Chapmans Landing Road, Indian Head MD 20640-3040

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **Corporation** 1f. JURISDICTION OF ORGANIZATION **Maryland** 1g. ORGANIZATIONAL ID #, if any NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
von Braunhut Yolanda

2c. MAILING ADDRESS
6200 Chapmans Landing Road Indian Head MD 20640-3040

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNORS/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
Big Time Toys, LLC

OR
 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS
708 Berry Road Nashville TN 37204

4. This FINANCING STATEMENT covers the following collateral:

All of Debtors' right, title and interest in the intellectual property more particularly described on the attached Schedule A.

The Debtors' and Secured Party's interests in this Collateral are subject to the terms and conditions of a certain Security Agreement, dated as of May 25, 2010, by and between the Secured Party and Debtors identified above in Sections 1, 2 and 3 (the "Security Agreement").

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Schedule A

Collateral

All of Debtors' rights, title and interest in, to and under the following, whether now owned or existing or hereafter arising or acquired and wheresoever located:

(a) all Licensed Products and Sea-Monkeys® Properties, Trademarks, Copyrights, Licenses, Patents, Trade Secrets, General Intangibles and the entire goodwill of the Grantors' businesses as more particularly described in the Security Agreement; and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Grantors' business symbolized by the foregoing and connected therewith, and (v) all of each Grantor's rights corresponding thereto throughout the world;

(b) rights under or interest in any Intellectual Property agreements with any other party, whether the Grantor is a licensee or licensor under any such license agreement, together with any goodwill connected with and symbolized by any such agreements; and

(c) all Proceeds and products of, including, but not limited to, any property referred to in clauses (a) and (b).

All capitalized terms used herein have the respective meanings set forth in the Security Agreement.