

07-30-1999



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07-26-1999

U.S. Patent & TMO/TM Mail Rpt Dt. #22

U.S. Department of Commerce
Patent and Trademark Office
PATENT**RECORDATION FORM COVER SHEET
PATENTS ONLY**

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Submission Type☒ New☐ Resubmission (Non-Recordation)

Document ID#

☐ Correction of PTO Error

Reel #

Frame #

☐ Corrective Document

Reel #

Frame #

Conveyance Type☒ Assignment☒ Security Agreement☐ License☐ Change of Name☐ Merger☐ OtherU.S. Government
(For Use ONLY by U.S. Government Agencies)☐ Departmental File☐ Secret File**Conveying Party(ies)**☐ Mark if additional names of conveying parties attached

Name (line 1) Rokenbok Toy Company

Name (line 2) A California Corporation

Execution Date
Month Day Year
07/20/1999**Second Party**

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party☐ Mark if additional names of receiving parties attached

Name (line 1) Imperial Bank

Name (line 2) A California Banking Corporation

Address (line 1) 701 B Street

Address (line 2) Suite 600

Address (line 3) San Diego

California

92101

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

07/29/1999 MTHA11 00000284 5800244

FOR OFFICE USE ONLY

01 FC:581

680.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 010121 FRAME: 0401

Correspondent Name and Address

Area Code and Telephone Number (310) 312-2000

Name Anthony Adler, Esq.

Address (line 1) Mitchell, Silberberg & Knupp LLP

Address (line 2) 11377 West Olympic Boulevard

Address (line 3) Los Angeles, California 90064

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

6

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

5,800,244

D400,620

5,826,394

08/580,753

08/578,210

08/797,186

5,846,120

D403,028

D407,448

08/797,190

08/797,188

29/081,678

5,888,135

5,885,159

5,879,221

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number

only if a U.S. Application Number has not been assigned.

PCT PCT/US97/13913

PCT

PCT

PCT PCT/US97/19927

PCT

PCT

Number of Properties

Enter the total number of properties involved.

17

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 680.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

13-3735

Authorization to charge additional fees:

Yes ☒

No ☐

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. Charges to deposit account are authorized, as indicated herein

Anthony A. Adler

Name of Person Signing

Signature

July 22, 1999

Date

**MORTGAGE, ASSIGNMENT AND GRANT OF SECURITY INTEREST
WITH RESPECT TO PATENTS AND OTHER COLLATERAL**

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, ROKENBOK TOY COMPANY, a California corporation (the "Debtor" or "Borrower"), having an office located at 725 1st Street, Building K, Encinitas, California 92024 does hereby irrevocably mortgage, pledge, assign and grant a continuing security interest to IMPERIAL BANK, a California banking corporation (the "Secured Party" or "Bank") having an office located at 701 B Street, Suite 600, San Diego, California 92101, and to the Secured Party's successors and assigns, in all right, title and interest of the Debtor, now owned or hereafter acquired throughout the universe, in and to all of the collateral described in Schedule A attached hereto including, without limitation, (a) the "Patents" (as such term is defined in Schedule A attached hereto), and (b) all accounts and accounts receivable generated by such Patents (all of the foregoing collateral is hereinafter severally and collectively referred to as the "Collateral"), as security for the payment and performance (whether presently existing or hereafter arising) of any and all indebtedness and obligations of the Debtor to the Bank whether currently existing or hereafter arising (collectively, the "Obligations") including, without limitation, with respect to the \$5,000,000 loan made pursuant to the terms of (i) that certain Commercial Security Agreement dated June 1, 1999 by and between Debtor and Secured Party, (ii) that certain Credit Agreement dated June 1, 1999, by and between Debtor and Secured Party, and (iii) all other agreements and documents between the Debtor and Secured Party related to said \$5,000,000 loan now existing or hereafter entered into, as any of the foregoing may be amended, modified, and/or restated from time to time (collectively, the "Loan Documents"). The repayment of the Obligations are also secured by all other personal property of the Debtor.

This Mortgage, Assignment and Grant of Security Interest With Respect to Patents and Other Collateral is subject to all of the applicable terms and conditions in the Loan Documents. Upon the occurrence of a default or breach by the Debtor under any of the Loan Documents, the Bank may exercise any and all rights and remedies of the Bank under the Loan Documents, and the laws of the State of California and of the United States of America and any other relevant jurisdictions.

The Debtor does hereby irrevocably appoint the Bank as the Debtor's attorney in fact to do all acts and things permitted or contemplated by the terms hereof and/or any of the Loan Documents. This power of attorney is coupled with an interest and is irrevocable.

The Debtor shall have the duty (i) to prosecute diligently any patent application pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions as appropriate in the operation of the Debtor's business and upon the making of any such applications to promptly notify the Bank of same, (iii) to file and prosecute opposition and cancellation proceedings, (iv) to execute any and all further amounts requested by the Bank to further perfect the Bank's interests in all Patents, (v) to renew all Patents in a timely manner, and (vi) to preserve and maintain all rights in patent applications of the Patents. The Debtor shall not

abandon any Patent or any right to file a patent application without the consent of the Bank, which consent may be withheld in the Bank's sole and absolute discretion.

The Debtor agrees that if any person, corporation, partnership, trust, limited liability company or other entity shall do or perform any acts which the Bank believes infringes any right of the Debtor or any right of the Bank to the extent granted hereby, then the Bank may and shall have the right to take such steps and institute such suits or proceedings as the Bank may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties, but the Bank shall not be obligated to do any of the foregoing. The Bank may take such steps or institute such suits or proceedings in its own name or in the name of the Debtor or in the names of the parties jointly.

This Mortgage, Assignment and Grant of Security Interest With Respect to Patents and Other Collateral shall in all respects be subject to, construed in accordance with and governed by, the laws of the State of California without giving effect to that State's choice of law rules.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 20 day of ~~June~~ *July* 1999.

ROKENBOK TOY COMPANY
a California corporation

By: *Paul Q*

Its: CEO

ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of SAN DIEGO)

On July 20, 1999 before me, DAVID X DAI

DATE

personally appeared PAUL EICHEN

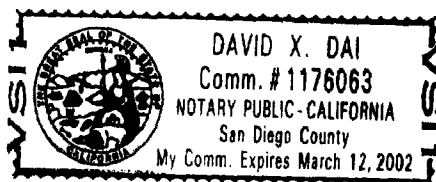
NAME(S) OF SIGNER(S)

- ☐ personally known to me -OR-
☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



SIGNATURE OF NOTARY



CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL(S)
☒ CORPORATE ROKENBOK TOY CO.

OFFICER(S) C. E. O.
TITLE(S)

- ☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ SUBSCRIBING WITNESS
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT: Mortgage, Assignment and Grant of Security Interest With Respect to Patents and Other Collateral

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE xxx

DEBTOR

ROKENBOK TOY COMPANY
A CALIFORNIA CORPORATION

SECURED PARTY: IMPERIAL BANK, A CALIFORNIA BANKING CORPORATION

SCHEDULE A

(A) (i) all of the following personal property of Debtor whether presently existing or hereafter invented, created, written, produced or acquired: (a) all patents and patent applications whether filed or registered in the United States Patent and Trademark Office or elsewhere (including, without limitation, the patents and/or patent applications listed on Schedule 1 attached hereto), and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (b) licenses pertaining to any patent whether Debtor is licensor or licensee, (c) all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (d) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (e) the reissues, divisions, continuations, renewals, extensions and continuations-in-part with any of the foregoing (all of the foregoing patents and applications and interests under patent license agreements, together with the additional items described in clauses (a) through (e) in this paragraph are sometimes herein individually and collectively referred to as the "Patents"), and (ii) all products and proceeds including, without limitation, insurance proceeds, of any of the foregoing.

DEBTOR

ROKENBOK TOY COMPANY
A CALIFORNIA CORPORATION

SECURED PARTY: IMPERIAL BANK, A CALIFORNIA BANKING CORPORATION

SCHEDULE 1

PATENTS

| <u>Patent or Application Number</u> | <u>Description</u> | <u>Date of Issuance or Filing</u> |
|---|---|---------------------------------------|
| 08/580,753 | Remote Control system for Operating Toys | 12-28-1995 |
| 08/578,210 | Remote control System for Operating Toys | 12-29-1995 |
| 08/797,186 | Toy Dump Truck with Automatic Dumper Mechanism | 02-11-1997 |
| 08/797,190 | Toy Forklift Vehicle with Improved Steering | 02-11-1997 |
| 08/797,188 | System and Method for Controlling the Operation of Toys | 02-11-1997 |
| PCT/US97/13913 | PCT: System for, and method of, Selectively Providing the Operation of Toy Vehicles | 08-07-1997 |
| PCT/US97/19927 | PCT: Basic Blocks for Constructing Complex Building Structures | 11-06-1997 |
| 29/081,678 | DESIGN: Thumb Pad for Controlling the Operation of a Toy Vehicle Control System | 01-08-1998 |
| 5,800,244 | Slotted Marble Balls | 09-01-1998 |
| D400,620 | Slotted Marble Balls | 11-03-1998 |
| 5,826,394 | Beams and Blocks | 10-27-1998 |
| 5,846,120 | Toy Tow Trailer W/Self hitch | 12-08-1998 |
| D403,028 | Building Structure | 12-22-1998 |
| D407,448 | Command Deck Design Patent | 03-30-1999 |

DEBTOR ROKENBOK TOY COMPANY
 A CALIFORNIA CORPORATION

SECURED PARTY: IMPERIAL BANK, A CALIFORNIA BANKING CORPORATION

| | | |
|-----------|------------------------------|------------|
| 5,888,135 | Key & Addressability | 03-30-1999 |
| 5,885,159 | Method for operation of toys | 03-23-1999 |
| 5,879,221 | Toy Bulldozer | 03-09-1999 |

Correspondent Name and Address

Area Code and Telephone Number (310) 312-2000

Name Anthony Adler, Esq.

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Yes ☒

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Anthony A. Adler

Name of Person Signing

Signature

July 22, 1999

Date