

11-29-1999

SHEET

U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

OMB No. 0651-C011 (exp. 4/94)

Patent and Trademark Office

Tab Settings



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To the Honorable commissioner,

the attached original documents or copy thereof.

1. Name of conveying party(ies): **HMG WORLDWIDE CORPORATION and HMG WORLDWIDE IN-STORE MARKETING, INC.**

- ☐ Individual (s) ☐ Association
☐ General Partnership ☐ Change of Name
☒ Corporation - State
☐ Other

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: August 27, 1999

2. Name and address of receiving party(ies)

Name: PNC Bank, National AssociationInternal Address: Kevin M. PattonStreet Address: One Penn Plaza, Suite 2504City: New York State: NY Zip: 10019☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☐ Corporation - StateOther national banking associationIf assignee is not domiciled in the United States, a domestic representative designation is attached: N/A ☐ Yes ☐ No

(Designation must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No N/A

4. Application number (s) or patent number (s):

If this application is being filed with a new application, the execution date of the application is: N/AA. Patent Application No.(s) SEE ATTACHED LISTB. Patent No.(s) 337671Additional Numbers Attached? ☒ Yes ☐ No

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

Name: Lynn A. Huebner, Legal AssistantInternal Address: Wolf Block Schorr & Solis-Cohen LLPStreet Address: 350 Sentry Parkway, Bldg. 640City: Blue Bell State: PA Zip: 19422

6. Total number of registrations and registrations

involved: 357. Total fee (37 CFR 53.41).....\$ 1,400.00☒ 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.*Lynn A. Huebner

Name of Person Signing

Lynn A. Huebner
SignatureSeptember 2, 1999

Date

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

16

09/09/1999 DNGUYEN 00000259 337671

01 FC:581

1400.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

**HMG WORLDWIDE CORPORATION
AND
HMG WORLDWIDE IN-STORE MARKETING, INC.**

List of Patents

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Rotatable Product Display Apparatus	D337,671	07/27/93
Display Stand	D 363,623	10/31/95
Shelf Bracket Apparatus	5,546,435	10/10/95
Point of Purchase Coupon Dispenser	5,097,981	03/24/92
Bean Dispenser	D309,402	07/24/90
Display System	5,109,994	05/05/92
Gravity Film Feed Dispenser	D 295, 590	05/10/88
Two-Way Tray Display	5,022,539	06/11/91
Expandable Base Shelf Assembly For Display Gondolas	5,096,074	03/17/92
Stacking Tray Display	4,981,224	01/01/91
Fastening Arrangement and Method for Wire Mesh Panels	5,133,463	07/28/92
Shelf System (Mark II, Mark III)	5,390,802	02/21/95
Lock-In Gondola Hook	5,485,930	01/23/96
Point-of-Sale Product Information Dissemination Arrangement and Method	5,463,209	10/31/95
Electronics Security System for Display Cabinets	5,392,025	2/21/95
Wire Rack Display Stand	D398,460	9/22/98

Shelf Bracket for use with a Grooved Shelf	5,794,902	8/18/98
<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Anti-Theft Display Hook	5,485,930	1/23/96
Shelf Mounted Refrigerated Display Unit	5,448,896	9/12/95
Shelf Assembly for Gondola Display Structure	5,390,802	2/21/95
Arrangement for Hanging Brassieres	5,040,686	8/29/91
Shelf Organizer	D318,769	8/05/91
Merchandise Display Assembly	5,026,129	6/25/91
Adjustable Display Arm Assembly	5,014,954	5/14/91
Measured Quantity Dispenser	4,964,546	10/23/90
Tag for Clothing Rack	D297,651	9/13/88
Pump Dispenser for Beverage or the Like	D277,537	2/12/85
Merchandise Display Unit	D264,783	6/8/82
Adjustable Marketing Display Device	4,319,688	3/16/82
Eyeglass Display Rack	D262,754	1/26/82
Gravity Feed Combined Display and Storage Unit	4,310,097	1/12/82
Multi-Compartment Display Device	4,212,506	7/15/80
Container Dispensing Device	4,205,763	6/3/80
Versatile Assembly for Housing an Interactive Computer	5,218,348	6/8/93
Interactive Promotional Device	4,827,220	5/2/89

**COLLATERAL ASSIGNMENT OF PATENTS,
TRADEMARKS, LICENSES AND COPYRIGHTS**

THIS COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS is made effective as of the 27th day of August, 1999, by and among **HMG WORLDWIDE CORPORATION, HMG WORLDWIDE IN-STORE MARKETING, INC.** (collectively, "**Assignor**") and **PNC BANK, NATIONAL ASSOCIATION**, as Agent ("**Assignee**").

BACKGROUND

A. Pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated of even date herewith by and among Assignee, the Lenders from time to time a party thereto, Assignor and the other Borrowers described therein (such Revolving Credit, Term Loan and Security Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the "**Loan Agreement**"), the Lenders agreed to extend to Borrowers the credit facilities described therein.

B. The Loan Agreement provides, inter alia, that Assignor will grant to Assignee for the pro rata benefit of Lenders a security interest in Assignor's patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Loan Agreement.

2. Collateral Assignment. To secure the complete and timely payment and satisfaction of all Obligations, Assignor hereby collaterally assigns, mortgages, pledges, grants a security interest in, and transfers to Assignee for the pro rata benefit of Lenders, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit "A"**, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(ii) servicemarks, trademarks, servicemark and trademark registrations and tradenames and trademark applications, including, without limitation, the servicemarks, trademarks and applications

listed on **Exhibit "B"**, attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations and tradenames and trademark applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");

(iii) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit "C"** attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**");

(iv) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit "D"** attached hereto and made a part hereof, and, in accordance with the terms and conditions of the Loan Agreement, the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**"); and

(v) the goodwill of Assignor's business connected with and symbolized by the Trademarks.

3. **Restrictions on Future Agreements.** Assignor agrees that until all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Assignment or which is prohibited under the terms of the Loan Agreement, and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, or fail to take any action within its control, which would affect the validity or enforcement of the rights of Assignee under this Assignment.

4. **New Patents, Trademarks, Copyrights and Licenses.** Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, trademarks, applications, copyrights and licenses now owned by Assignor which are material to the operation of Assignor or the value of the Collateral. If, before all

Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated. Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under Section 2 above or under this Section 4.

5. **Royalties; Term.** Assignor hereby agrees that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignor. The term of the assignment granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Obligations have been paid in full and the Loan Agreement is terminated.

6. **Reassignment.** This Assignment is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Agreement, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Loan Agreement.

7. **Assignee's Right to Sue.** Upon the occurrence and during the continuance of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents reasonably required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this Section 7.

8. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

10. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

11. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to, after the occurrence and during the continuance of an Event of Default, (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the use by Assignee or its successors or assigns of the Patents, Trademarks, Copyrights and/or Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) grant or issue any exclusive or non-exclusive license of the Patents or Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights and/or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in Section 4 hereof. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code (to the extent applicable) as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

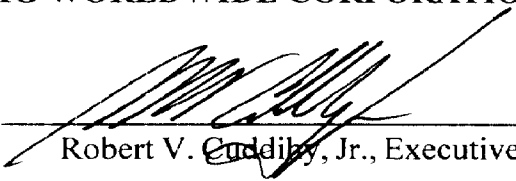
12. Binding Effect; Benefits. This Assignment shall be binding upon the parties hereto and their successors and assigns, and shall inure to the benefit of the parties hereto and their successors and assigns.

13. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

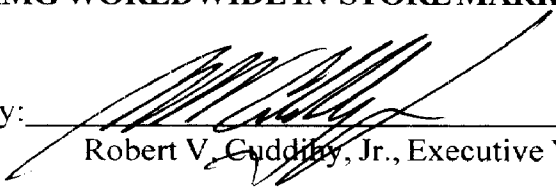
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Collateral Assignment of Patents, Trademarks, Licenses and Copyrights to be executed as of the day and year first above written.

HMG WORLDWIDE CORPORATION

By: 
Robert V. Cuddihy, Jr., Executive Vice President

HMG WORLDWIDE IN-STORE MARKETING, INC.

By: 
Robert V. Cuddihy, Jr., Executive Vice President

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: 
Kevin M. Patton, Vice President

STATE OF NEW YORK

COUNTY OF

New York

:
: ss:
:

On this 26th day of August, 1999, before me, a Notary Public, personally appeared Robert V. Cuddihy, Jr., who acknowledged himself/herself to be a duly acting Executive Vice President of HMG WORLDWIDE CORPORATION and that he/she as such Executive Vice President, being duly authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing his/her name as such Executive Vice President on behalf of the Assignee.

GÜL F. CAKAR
Notary Public, State of New York
No. 01CA5062678
Qualified in Bronx County
Commission Expires July 1, ~~1999~~

Gül Cakar

Notary Public
My Commission Expires:

2000

STATE OF NEW YORK

COUNTY OF

New York

:
: ss:
:

On this 26th day of August, 1999, before me, a Notary Public, personally appeared Robert V. Cuddihy, Jr., who acknowledged himself/herself to be a duly acting Executive Vice President of HMG WORLDWIDE IN-STORE MARKETING, INC. and that he/she as such Executive Vice President, being duly authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing his/her name as such Executive Vice President on behalf of the Assignee.

GÜL F. CAKAR
Notary Public, State of New York
No. 01CA5062678
Qualified in Bronx County
Commission Expires July 1, ~~1999~~

Gül Cakar

Notary Public
My Commission Expires:

2000

STATE OF NEW YORK

COUNTY OF

New York

:
: SS.
:

On this, the 26th day of August, 1999 before me, a Notary Public, personally appeared Kevin M. Patton, who acknowledged himself to be a Vice President of PNC Bank, National Association, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of PNC Bank, National Association by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

GUL F. CAKAR
Notary Public, State of New York
No. 01CA5062678
Qualified in Bronx County
Commission Expires July 1, 1999

2000

Gul F. Cakar
Notary Public
My commission expires:

EXHIBIT "A"**TO****ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT****Patents**

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Rotatable Product Display Apparatus	D337,671	07/27/93
Display Stand	D 363,623	10/31/95
Shelf Bracket Apparatus	5,546,435	10/10/95
Point of Purchase Coupon Dispenser	5,097,981	03/24/92
Bean Dispenser	D309,402	07/24/90
Display System	5,109,994	05/05/92
Gravity Film Feed Dispenser	D 295, 590	05/10/88
Two-Way Tray Display	5,022,539	06/11/91
Expandable Base Shelf Assembly For Display Gondolas	5,096,074	03/17/92
Stacking Tray Display	4,981,224	01/01/91
Fastening Arrangement and Method for Wire Mesh Panels	5,133,463	07/28/92
Shelf System (Mark II, Mark III)	5,390,802	02/21/95
Lock-In Gondola Hook	5,485,930	01/23/96
Point-of-Sale Product Information Dissemination Arrangement and Method	5,463,209	10/31/95
Electronics Security System for	5,392,025	2/21/95

Display Cabinets

Wire Rack Display Stand	D398,460	9/22/98
Shelf Bracket for use with a Grooved Shelf	5,794,902	8/18/98
Anti-Theft Display Hook	5,485,930	1/23/96
Shelf Mounted Refrigerated Display Unit	5,448,896	9/12/95
Shelf Assembly for Gondola Display Structure	5,390,802	2/21/95
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Shelf Organizer	D318,769	8/05/91
Merchandise Display Assembly	5,026,129	6/25/91
Adjustable Display Arm Assembly	5,014,954	5/14/91
Measured Quantity Dispenser	4,964,546	10/23/90
Tag for Clothing Rack	D297,651	9/13/88
Pump Dispenser for Beverage or the Like	D277,537	2/12/85
Merchandise Display Unit	D264,783	6/8/82
Adjustable Marketing Display Device	4,319,688	3/16/82
Eyeglass Display Rack	D262,754	1/26/82
Gravity Feed Combined Display and Storage Unit	4,310,097	1/12/82
Multi-Compartment Display Device	4,212,506	7/15/80
Container Dispensing Device	4,205,763	6/3/80
Versatile Assembly for Housing an Interactive Computer	5,218,348	6/8/93
Interactive Promotional Device	4,827,220	5/2/89

EXHIBIT "B"**TO****ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT****Trademarks**

<u>MARK</u>	<u>REG. NO./APP. NO.</u>	<u>REG./ APP. DT.</u>
HMG Worldwide	1,893,294	05/09/95
Display Depot	1,988,851	07/23/96
Insight	1,855,338	09/20/04
The Howard Marlboro Group	1,613,197	09/11/90
Intermark (Servicemark)	1,343,233	06/18/85
Intermark	1,340,425	06/11/85
Volumetrics	1,794,411	9/21/93
HMG (and Design)	1,610,042	8/14/90
MarlboroRetail Review	1,176,129	11/3/81
Spacemaker	867,546	4/1/69
Livsie	1,769,160	5/4/93

EXHIBIT "C"**TO****ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT****Copyrights**

Title	Registration No.	Registration Date
Popsicle Industries Presentation	TX 1-439-566	10/01/84
Couponing the Liquor Industry's Most Exciting Star!	TXu 102-924	08/16/82
American Beauty Pasta	TXu 109-345	11/04/82
New Directions In Wine Merchandising	TXu 111-722	12/02/82
PG&E Proposal: Emergency Response Information Program	TXu 111-902	12/03/82
Minute Maid Frozen Juices & Drinks: Merchandising Program and Development Proposal	TXu 113-160	12/20/82
Bristol-Myers In-Store Merchandising For Cylindrical Packing Concept	TXu 114-588	01/10/83
Mennen Speed Stick Shelf Management Photo Audit Review Opportunities and Initial Creative Concepts	TXu 114-628	01/10/83
Yoplait Creative Development	TXu 116-524	01/31/83
Odor-Eaters Merchandising Proposal	TXu 117-732	02/16/83
Pantene-Consumer Education Merchandising Proposal	TXu 124-422	04/25/83
Phillip Morris U.S.A. Merchandising Systems to Support Compact/Impact	TXu 124-415	04/25/83

Kraft Merchandising System Proposal	TXu 125-626	05/06/83
Clairol Appliances Impulse Merchandising for Personal Care Appliances	TXu 125-800	05/09/83
Pillsbury Merchandising of the Future	TXu 127-213	05/25/83
Yoplait Field and Trade Investigation Presentation of findings and Recommendations	TXu 130-212	06/29/83
General Electric Company Video Products Business Division	TXu 135-527	08/29/83
CAPRI SUN: Field and Trade Investigation Presentation of Findings and Recommendations	TXu 152-155	12/19/83
Revco Private Label	TXu 155-577	01/23/84
Nestle Foods Corporation-- Presentation of Research Findings and Merchandising Recommendations--Nestle Quick Ready-to-Drink Chocolate Milk	TXu 275-687	02/16/87
Nabisco Brands, USA--Single Serve Snack Category--Presentation of Research Findings and Merchandising Recommendations	TXu 304-895	11/09/87
Johnson & Johnson Wound Care Products-- Presentation of Research Findings and Merchandising Recommendations	TXu 275-188	03/17/87
Litter Green/Fresh Step Merchandising Development Proposal	TXu 111-374	11/29/82

EXHIBIT "D"

TO

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT**

Licenses

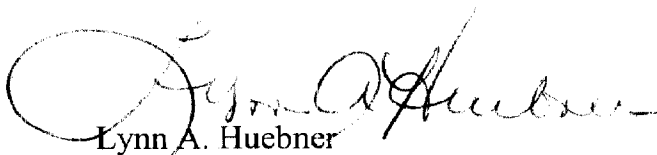
NONE

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Point of Purchase Coupon Dispenser	5,097,981	03/24/92
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Two-Way Tray Display	5,022,539	06/11/91
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Gravity Feed Combined Display and Storage Unit	4,310,097	1/12/82
Multi-Compartment Display Device	4,212,506	7/15/80
Container Dispensing Device	4,205,763	6/3/80
Versatile Assembly for Housing an Interactive Computer	5,218,348	6/8/93
Interactive Promotional Device	4,827,220	5/2/89

Enclosed is our check in the amount of \$1,4000.00 representing \$40.00 per property, payable to the U.S. Department of Commerce. Please direct any correspondence concerning the foregoing to the undersigned.

Very truly yours,



Lynn A. Huebner
Legal Assistant

For WOLF, BLOCK, SCHORR AND SOLIS-COHEN LLP

LAH/lah

Enclosures