

10-19-2001

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(Rev. 03/01)

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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.

1. Name of conveying party(ies):

Learning Curve International, Inc.

10/09/01

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Execution Date: _____

2. Name and address of receiving party(ies)

Name: American National Bank & Trust Co.

Internal Address: _____

Street Address: 120 S. LaSalle StreetCity: Chicago State: IL Zip: 60603Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

See Attached.

B. Patent No.(s)

See Attached.

Additional numbers attached? ☐ Yes ☒ No

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

Name: Inna Tsinerman, Esq.

Internal Address: _____

Street Address: 55 East Monroe

Suite 4200

City: Chicago State: IL Zip: 606036. Total number of applications and patents involved: 147. Total fee (37 CFR 3.41).....\$ 560.00

Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

19-1351

(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.*Inna Tsinerman, Esq.

Name of Person Signing

Signature

Oct. 4, 2001

Date

Total number of pages including cover sheet, attachments, and documents: 6Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 012252 FRAME: 0058

Case No.	Country	Status	Serial No.	Filing Date	Patent No.	Issue Date	Title
3165-004	U.S.	Granted	08/953,944	20-Oct-1997	5979783	09-Nov-1999	TOY VEHICLE TRACK COUPLING SUPPORT
3165-005	U.S.	Granted	09/014,500	28-Jan-1998	6015329	18-Jan-2000	TOY VEHICLE LOGGING MILL ACCESSORY
3165-007	U.S.	Granted	977,461	24-Nov-1997	5826835	27-Oct-1998	TOY VEHICLE SWITCH TRACH
3165-008	U.S.	Granted	09/014,499	28-Jan-1998	6089952	18-Jul-2000	FOUR WHEEL DRIVE TOY LOCOMOTIVE
3165-017	U.S.	Utility Filed	119,671	11-Feb-1999			TOY TRAIN TRACK CONNECTOR
3165-021	U.S.	Pending	60/119,987	12-Feb-1999			VIEWFINDER CAMERA
3165-025	U.S.	Pending	09/473,151	28-Dec-1999			TOY TRAIN TRACK CONNECTOR
3165-028	U.S.	Pending	09/501,193	10-Feb-2000			WATER TOWER ASSEMBLY WITH VARIABLE WATER LEVEL
3165-029	U.S.	Pending	09/501,410	09-Feb-2000			TOY VEHICLE GRAIN LOADER ACCESSORY
3165-030	U.S.	Abandoned	09/473,404	28-Dec-1999			TOY VEHICLE MAGNETIC COUPLER
3165-035	U.S.	Abandoned	09/501,919	10-Feb-2000			WOBBLING TOY RAILROAD VEHICLE
3165-036	U.S.	Pending	60/147,326	05-Aug-1999			INTERACTIVE BOOK
3165-038	U.S.	Granted	214,408	16-Mar-1994	5454513	03-Oct-1995	TOY TRACK SECTION
3165-042	U.S.	Pending	09/809,821	16-Mar-2001			MULTI-LAYERED FOLDABLE PLAY-BOARD AND METHOD FOR PACKAGING SAME
3165-045	U.S.	Pending	09/862,173	21-May-2001			TOY VEHICLE MAGNETIC COUPLER

AMENDED AND RESTATED PATENT SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT SECURITY AGREEMENT dated as of August 29, 2001, is by Learning Curve International, Inc., a Delaware corporation (the "Grantor"), in favor of American National Bank & Trust Company of Chicago, as Agent (the "Agent") for the lenders party to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, Grantor, the Agent and the lenders named therein are parties to a Credit Agreement, dated as of July 14, 1999 (the "Prior Credit Agreement"); and

WHEREAS, pursuant to the Prior Credit Agreement, the Grantor and the Agent entered into that certain Patent Security Agreement, dated as of July 14, 1999 pursuant to which the Grantor granted the Agent a security interest in the Patent Collateral indicated therein (the "Prior Patent Security Agreement"); and

WHEREAS, the Grantor, the Agent, and the lenders named therein, are entering into an Amended and Restated Credit Agreement as of even date herewith (as amended or otherwise modified from time to time the "Credit Agreement") pursuant to which the lenders thereunder have agreed to make loans to the Guarantor.

WHEREAS, as a condition to making loans under the Credit Agreement, the Agent, on behalf of the Lenders, requires that the Grantor execute and deliver to the Agent, for itself and the ratable benefit of the Lenders, that certain Amended and Restated Pledge and Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, as a further condition to making loans under the Credit Agreement, the Grantor is required to execute and deliver to the Agent, on behalf of the Lenders named, this Amended and Restated Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

"Patent License" shall mean rights under any written agreement now owned or hereafter acquired by the Grantor granting any right with respect to any invention on which a Patent is in existence.

"Patents" shall mean all of the following in which the Grantor now holds or hereafter acquires any interest: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States

Patent and Trademark office or in any similar of fine or agency of the United States, any State or Territory thereof, or any other country, and (b) all reissues, continuations, continuations-in-part or extensions thereof.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Grantor hereby grants to the Agent, on behalf of itself and the Lenders, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Licenses including but not limited to those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Amended and Restated Patent Security Agreement are granted in conjunction with the security interests granted to the Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. PRIOR PATENT SECURITY AGREEMENT. This Amended and Restated Patent Security Agreement amends, restates and replaces in its entirety and is in substitution and exchange for the Prior Patent Security Agreement with the same priorities as contained in the Prior Patent Security Agreement. This Amended and Restated Patent Security Agreement is not a novation of the Prior Patent Security Agreement, and shall not be deemed to affect the rights, duties or obligations of the Grantor contained in the Prior Patent Security Agreement, nor shall it affect the priorities with respect to the Patent Collateral as provided in the Prior Patent Security Agreement, all of which rights, duties, obligations and priorities remain in full force and effect and are now evidenced by this Amended and Restated Patent Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LEARNING CURVE INTERNATIONAL, INC.

By: Lawrence J. Bernicky
Name: LAWRENCE J. BERNICKY
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

AMERICAN NATIONAL BANK &
TRUST COMPANY OF CHICAGO,
as Agent

By: Peter B. Harrison, Jr.
Name: PETER B. HARRISON, JR.
Title: VICE PRESIDENT

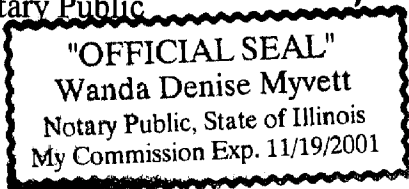
ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)
COUNTY OF Cook) ss.

On this 27 day of August, 2001 before me personally appeared Lawrence J. Bernicky, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Learning Curve International, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Wanda Denise Myvett
{seal} Notary Public

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SCHEDULE I

AMENDED AND RESTATED PATENT SECURITY AGREEMENT