

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
The Ohio Art Company	10/05/2005
RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, National Association
Street Address:	100 East Wisconsin Avenue
Internal Address:	MAC N9811-143
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	5867914
Patent Number:	5321891
Patent Number:	5295837
Patent Number:	5112229
Patent Number:	4887968
Patent Number:	D414805
Patent Number:	D327498
CORRESPONDENCE DATA	
Fax Number:	(414)273-5198
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	414-273-3500
Email:	bgilpin@gklaw.com
Correspondent Name:	Brian G. Gilpin; Godfrey & Kahn, S.C.
Address Line 1:	780 N. Water Street
Address Line 4:	Milwaukee, WISCONSIN 53202

CH \$280.00 5867914

ATTORNEY DOCKET NUMBER:

008988-0174

NAME OF SUBMITTER:

Brian G. Gilpin

Total Attachments: 24

source=wellspat#page1.tif
source=wellspat#page2.tif
source=wellspat#page3.tif
source=wellspat#page4.tif
source=wellspat#page5.tif
source=wellspat#page6.tif
source=wellspat#page7.tif
source=wellspat#page8.tif
source=wellspat#page9.tif
source=wellspat#page10.tif
source=wellspat#page11.tif
source=wellspat#page12.tif
source=wellspat#page13.tif
source=wellspat#page14.tif
source=wellspat#page15.tif
source=wellspat#page16.tif
source=wellspat#page17.tif
source=wellspat#page18.tif
source=wellspat#page19.tif
source=wellspat#page20.tif
source=wellspat#page21.tif
source=wellspat#page22.tif
source=wellspat#page23.tif
source=wellspat#page24.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of October ^{5th}, 2005, is made by and between THE OHIO ART COMPANY, an Ohio corporation having a business location at the address set forth below under its signature (the "Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, acting through its Wells Fargo Business Credit operating division, having a business location at the address set forth below under its signature (the "Secured Party").

RECITALS:

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to:
(i) trademarks, service marks, collective membership marks, registrations and

applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. §1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority**. The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor.

(b) **Patents**. **Exhibit A** accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within sixty (60) days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Trademarks**. **Exhibit B** accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit B** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on **Exhibit B** (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if **Exhibit B** ceases to accurately reflect the existence and status of applications and

registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement **Exhibit B**, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement or licensing in the ordinary course of the Debtor's business, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. If the Debtor is currently marketing the product for which the Patent or Trademark is applicable, the Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least thirty (30) days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) ***Secured Party's Right to Take Action.*** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) ***Costs and Expenses.*** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) ***Power of Attorney.*** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the Patents and Trademarks.** The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses

thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this

Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Wisconsin without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, acting through its WELLS
FARGO BUSINESS CREDIT operating division

THE OHIO ART COMPANY

By: Brian T. Jones
Its: Vice President

By: William C. Sully
Its: Chairman

Wells Fargo Business Credit, Inc.
100 East Wisconsin Avenue
MAC N9811-143
Milwaukee, Wisconsin 53202

The Ohio Art Company
One Toy Street
Bryan, Ohio 43506

MW998272_3.DOC

STATE OF Indiana)
)
COUNTY OF Allen)

The foregoing instrument was acknowledged before me this 5th day of October, 2005, by William Killgall the Chairman of The Ohio Art Company, an Ohio corporation, on behalf of the corporation.

Sammy L. Baxter
Notary Public

STATE OF WISCONSIN)
)
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me this 12th day of October, 2005, by Brian T. Sprink, a Vice President of Wells Fargo Bank, National Association, acting through its Wells Fargo Business Credit operating division, on behalf of the bank.

Kristin Reep
Notary Public

EXHIBIT A

UNITED STATES ISSUED PATENTS

PATENT	COUNTRY	APP NO./PATENT NO.	FILING DATE/ISSUE DATE	STATUS	OWNER
AMUSEMENT DEVICE WITH MULTIMEDIA ENHANCEMENT SYSTEM	US	5867914	02/09/1999	Issued	Ohio Art Co
ADHESIVE POWDER DRAWING SCREEN	US	5321891	06/21/1994	Issued	Ohio Art Co
MAGNETIC MARKING DEVICE	US	5295837	03/22/1994	Issued	Ohio Art Co
MAGNETIC VISUAL DISPLAY	US	5112229	05/12/1992	Issued	Ohio Art Co
DEDICATED PORTABLE ELECTRONIC SKETCHING DEVICE	US	4887968	12/19/1989	Issued	Ohio Art Co
AIR BRUSH PAINT SET CONTAINER	US	D414805	10/05/1999	Issued	The Ohio Art Company
DRAWING SCREEN	US	D327498	06/30/1992	Issued	The Ohio Art Company

FOREIGN ISSUED PATENTS

PATENT	COUNTRY	APP NO./PATENT NO.	FILING DATE/ISSUE DATE	STATUS	OWNER
AMUSEMENT DEVICE WITH MULTIMEDIA ENHANCEMENT SYSTEM	Taiwan	300167	03/11/1997	Issued	Ohio Art Co
AMUSEMENT DEVICE WITH MULTIMEDIA ENHANCEMENT SYSTEM	Great Britain	2309939	08/13/1997	Issued	Ohio Art Co
AMUSEMENT DEVICE WITH MULTIMEDIA ENHANCEMENT SYSTEM	France	2744670	08/14/1997	Issued	Ohio Art Co
MAGNETIC MARKING DEVICE	AU	9342355	11/29/1993	Issued	Ohio Art Co
LUMINESCENT DISPLAY APPTS.	AU	9335961	09/01/1993	Issued	Ohio Art Co
MAGNETIC VISUAL DISPLAY	European Patent	500741	09/02/1992	Issued	Ohio Art Co
MAGNETIC VISUAL DISPLAY	Germany	69026624	05/23/1996	Issued	Ohio Art Co
DEDICATED PORTABLE ELECTRONIC SKETCHING DEVICE	European Patent	227387	07/01/1987	Issued	Ohio Art Co
DEDICATED PORTABLE ELECTRONIC SKETCHING DEVICE	AU	8662949	06/18/1987	Issued	Ohio Art Co
DEDICATED PORTABLE ELECTRONIC SKETCHING DEVICE	Brazil	8605685	08/18/1987	Issued	Ohio Art Co
DEDICATED PORTABLE ELECTRONIC SKETCHING DEVICE	Canada	1244158	11/01/1988	Issued	Ohio Art Co

PATENT	COUNTRY	APP NO./PATENT NO.	FILING DATE/ISSUE DATE	STATUS	OWNER
DEDICATED PORTABLE ELECTRONIC SKETCHING DEVICE	Portugal	84330	02/28/1987	Issued	Ohio Art Co

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS

MARK	COUNTRY	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	OWNER
OHIO ART and Design	US	2855659	06/22/2004	Registered	The Ohio Art Company
A.R.M. 4000 XL	US	2790600	12/09/2003	Registered	The Ohio Art Company
MAGIC SCREEN	US	2666287	12/24/2002	Registered	The Ohio Art Company
ETCH A SKETCH	US	2344863	04/25/2000	Registered	The Ohio Art Company
BETTY SPAGHETTY	US	2226229	02/23/1999	Registered	The Ohio Art Company
Design	US	2176320	07/28/1998	Registered	The Ohio Art Company
ETCH A SKETCH	US	2057469	04/29/1997	Registered	The Ohio Art Company
ETCH A SKETCH	US	2034014	01/28/1997	Registered	The Ohio Art Company
OHIO ART	US	2209393	12/08/1998	Registered	The Ohio Art Company
THE WORLD OF TOYS	US	2201698	11/03/1998	Registered	The Ohio Art Company
ETCH A SKETCH	US	1999287	09/10/1996	Registered	The Ohio Art Company
Design	US	2064398	05/27/1997	Registered	The Ohio Art Company
SPARKLE LIGHTS	US	1945467	01/02/1996	Registered	The Ohio Art Company
POCKET ETCH A SKETCH	US	1851577	08/30/1994	Registered	The Ohio Art Company

MARK	COUNTRY	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	OWNER
"WORLD'S FAVORITE DRAWING TOY"	US	1827933	03/22/1994	Registered	The Ohio Art Company
TRAVEL ETCH A SKETCH	US	1740008	12/15/1992	Registered	The Ohio Art Company
TWO SIDES OF FUN	US	1676392	02/18/1992	Registered	The Ohio Art Company
Design	US	1587707	03/20/1990	Registered	The Ohio Art Company
LIL' SPORT HOOPS	US	1495957	07/12/1988	Registered	The Ohio Art Company
MAKING CREATIVITY FUN!	US	1487617	05/10/1988	Registered	The Ohio Art Company
ANIMATOR	US	1442593	06/09/1987	Registered	The Ohio Art Company
THE ETCH A SKETCH ANIMATOR	US	1412495	10/07/1986	Registered	The Ohio Art Company
OHIO ART THE WORLD OF TOYS and Design	US	1399673	07/01/1986	Registered	The Ohio Art Company
OHIO ART THE WORLD OF TOYS and Design	US	1399672	07/01/1986	Registered	The Ohio Art Company
ETCH A SKETCH	US	1229652	03/08/1983	Registered	The Ohio Art Company
THE WORLD OF TOYS Stylized	US	1309900	12/18/1984	Registered	The Ohio Art Company
ETCH A SKETCH	US	1097509	07/25/1978	Registered	The Ohio Art Company
OHIO ART and Design	US	962338	07/03/1973	Registered	The Ohio Art Company
TWIRLOPAINT Stylized	US	935619	06/13/1972	Registered	The Ohio Art Company
OHIO ART	US	883714	01/06/1970	Registered	The Ohio Art Company
TIGER Stylized	US	829095	05/23/1967	Registered	The Ohio Art Company
ETCH A SKETCH	US	725595	12/26/1961	Registered	The Ohio Art Company

FOREIGN ISSUED TRADEMARKS

MARK	COUNTRY	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	OWNER
BETTY SPAGHETTY	UK	2326283	05/19/1998	Registered	The Ohio Art Company
SPAGHETTY GURLZ	UK	2293498	02/22/2002	Registered	The Ohio Art Company
SPAGHETTY DOO'S	UK	2293497	02/22/2002	Registered	The Ohio Art Company
BETTY SPAGHETTY BETTY SPAGHETTY and Design	UK	2291750	02/01/2002	Registered	The Ohio Art Company
SPAGHETTY GIRLS and Design	UK	2263684	03/09/2001	Registered	The Ohio Art Company
BULL FROGG BULL FROGG and Design	UK	2176520B	09/04/1998	Registered	The Ohio Art Company
BULL FROGG BULL FROGG and Design	UK	2176520A	09/04/1998	Registered	The Ohio Art Company
GIGGLE WRITER	UK	2176519	09/04/1998	Registered	The Ohio Art Company
BETTY SPAGHETTY and Design	UK	2168692	06/06/1998	Registered	The Ohio Art Company
OHIO ART THE WORLD OF TOYS and Design	UK	2001588	11/01/1994	Registered	The Ohio Art Company
DOODLEMASTER	UK	1408146	12/14/1989	Registered	The Ohio Art Company

MARK	COUNTRY	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	OWNER
OHIO ART and Design	Canada	1180,897	06/20/2003	Allowed	The Ohio Art Company
A.R.M. 4000 XL	Canada	1158,184	11/12/2002	Allowed	The Ohio Art Company
MAGIC SCREEN	Canada	TMA596,235	02/13/2002	Registered	The Ohio Art Company
BETTY SPAGHETTY	Canada	TMA571,040	11/21/2002	Registered	The Ohio Art Company
GHOST WRITER	Canada	TMA397,390	04/17/1992	Registered	The Ohio Art Company
TOY and Design	Canada	TMA450,406	11/24/1995	Registered	The Ohio Art Company
ETCH A SKETCH	Canada	TMA285,143	11/25/1983	Registered	The Ohio Art Company
THE WORLD OF TOYS	Canada	TMA223,615	10/14/1977	Registered	The Ohio Art Company
LIL'SPORT	Canada	TMA216,606	10/15/1976	Registered	The Ohio Art Company
LIL'SPORT and Design	Canada	TMA216,599	10/15/1976	Registered	The Ohio Art Company
OHIO ART and Design	Canada	TMA231393	01/05/1979	Registered	The Ohio Art Company

MARK	COUNTRY	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	OWNER
OHIO ART	Canada	TMA227,682	05/12/1978	Registered	The Ohio Art Company
ETCH-A-SKETCH	Canada	TMA128,929	11/30/1962	Registered	The Ohio Art Company
OHIO ART and Design	European Community	3297157	03/29/2005	Registered	The Ohio Art Company
BLUSH ART	European Community	1623206	07/23/2001	Registered	The Ohio Art Company
BETTY SPAGHETTY LA MALICE	European Community	1342187	10/29/2004	Registered	The Ohio Art Company
OHIO ART THE WORLD OF TOYS and Design	European Community	1340256	11/07/2000	Registered	The Ohio Art Company
OHIO ART and Design	European Community	1340660	12/21/2000	Registered	The Ohio Art Company
BETTY SPAGHETTY	European Community	1324938	04/29/2004	Registered	The Ohio Art Company
BETTY LA MALICE	European Community	1324888	08/27/2003	Registered	The Ohio Art Company
BETTY SPAGHETTY	European Community	828483	06/02/1999	Registered	The Ohio Art Company
ETCH A SKETCH	European Community	200303	10/23/1998	Registered	The Ohio Art Company
BETTY SPAGHETTY	Spain	2604175M8	04/27/2005	Registered	The Ohio Art Company
PANTALLA MAGICA	Spain	1730679M5	01/12/1996	Registered	The Ohio Art Company

MARK	COUNTRY	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	OWNER
PANTELLA MAGICA	Spain	1718121M6	06/04/1993	Registered	The Ohio Art Company
Design	Spain	1635232M7	05/10/1991	Registered	The Ohio Art Company
ETCH A SKETCH	Spain	998345M7	10/05/1982	Registered	The Ohio Art Company
BETTY LA MALICE	France	03 3262668	09/27/1999	Registered	The Ohio Art Company
BETTY SPAGHETTY	France	03 3230530	07/18/2003	Registered	The Ohio Art Company
BLUSH ART	France	96 624846	05/10/1996	Registered	The Ohio Art Company
ECRAN MAGIQUE	France	94 540771	07/29/2004	Registered	The Ohio Art Company
ETCH A SKETCH ECRAN MAGIQUE	France	1381740	11/27/1986	Registered	The Ohio Art Company
TWIRL O PAINT	France	1493288	10/11/1988	Registered	The Ohio Art Company
ETCH A SKETCH	France	1408900	03/11/1987	Registered	The Ohio Art Company
BETTY LA MALICE	Benelux	200395	05/19/1998	Registered	The Ohio Art Company
BETTY LA MALICE	Benelux	200438	03/01/2004	Registered	The Ohio Art Company
ECRAN MAGIQUE and Design	Benelux	577114	03/13/1995	Registered	The Ohio Art Company

MARK	COUNTRY	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	OWNER
MAKING CREATIVITY FUN	Benelux	507294	07/15/1992	Registered	The Ohio Art Company
ETCH A SKETCH	Benelux	438006	11/17/1987	Registered	The Ohio Art Company
BETTY SPAGHETTY	Denmark	2003 1861 VR	06/02/2003	Registered	The Ohio Art Company
ETCH A SKETCH Stylized	Denmark	1989 7998 VR	12/22/1989	Registered	The Ohio Art Company
ECRAN MAGIQUE and Design	Switzerland	P 429898	03/21/1995	Registered	The Ohio Art Company
STRETCH A SKETCH	Switzerland	367168	10/05/1988	Registered	The Ohio Art Company
TWIRL O PAINT and Design	Switzerland	367088	10/11/1988	Registered	The Ohio Art Company
PROGRAM A SKETCH Stylized	Switzerland	367054	10/05/1988	Registered	The Ohio Art Company
ETCH A SKETCH	Switzerland	360550	02/03/1988	Registered	The Ohio Art Company
ANIMATOR and Design	Switzerland	351575	11/20/1986	Registered	The Ohio Art Company
BETTY SPAGHETTY	Austria	216868	04/23/2004	Registered	The Ohio Art Company
ETCH A SKETCH	Austria	121152	09/07/1988	Registered	The Ohio Art Company

MARK	COUNTRY	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	OWNER
OHIO ART and Design	Mexico	806176	09/08/2003	Registered	The Ohio Art Company
Design	Mexico	422985	11/14/1991	Registered	The Ohio Art
ETCH A SKETCH PANTALLA MAGICA and Design	Mexico	436060	06/23/1993	Registered	The Ohio Art Co
ETCH A SKETCH	Japan	2251061	07/30/1990	Registered	The Ohio Art Co
BETTY SPAGHETTY and Design	International Register	791039	08/01/2002	Registered	The Ohio Art Company
SPAGHETTY GURLZ	International Register	781679	05/14/2002	Registered	The Ohio Art Company
SPAGHETTY GIRLS	International Register	774769	08/30/2001	Registered	The Ohio Art Company
BETTY SPAGHETTY and Design	International Register	738015	07/04/2000	Registered	The Ohio Art Company
OHIO ART THE WORLD OF TOYS and Design	Germany	39411107	08/17/1995	Registered	The Ohio Art Company
ETCH A SKETCH	Germany	2061958	04/11/1994	Registered	The Ohio Art Company
ETCH & SKETCH and Design	Germany	1188826	10/13/1993	Registered	The Ohio Art Company
LUMA-SKETCH	Germany	2020760	09/17/1992	Registered	The Ohio Art Company
DOODLEMASTER	Germany	1168006	11/15/1990	Registered	The Ohio Art Company

MARK	COUNTRY	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	OWNER
LINEARAMA	Italy	1997 2003 TO	07/16/2003	Pending	The Ohio Art Company
BETTY SPAGHETTY	Italy	4898 2003 RM	09/17/2003	Pending	The Ohio Art Company
LIL' SPORT and Design	Italy	795187	11/29/1999	Registered	The Ohio Art Company
ETCH A SKETCH	Italy	794643	11/29/1999	Registered	The Ohio Art Company
Design	Italy	794325	11/29/1999	Registered	The Ohio Art Company
ETCH & SKETCH	Italy	508996	05/12/1989	Registered	The Ohio Art Company
LIL' SPORT and Design	Italy	513288	09/14/1989	Registered	The Ohio Art Comp
ETCH A SKETCH	Italy	794643	11/29/1999	Registered	The Ohio Art Company
BETTY SPAGHETTY	Sweden	363082	09/26/2003	Registered	The Ohio Art Company
ETCH A SKETCH Design	Sweden	228845	12/20/1991	Registered	The Ohio Art Company
ETCH-A-SKETCH	Sweden	131435	05/15/1970	Registered	The Ohio Art Company
ETCH A SKETCH	Slovak Republic	174750	06/07/1995	Registered	The Ohio Art Company

MARK	COUNTRY	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	OWNER
BETTY SPAGHETTY	Finland	227900	07/15/2003	Registered	The Ohio Art Company
ETCH A SKETCH	Czech Republic	172419	04/26/1993	Registered	The Ohio Art Company
ETCH A SKETCH	Poland	74696	12/21/1993	Registered	The Ohio Art Company
BETTY SPAGHETTY	Ireland	227508	05/19/1998	Registered	The Ohio Art Company
Design	Benelux	490565	05/15/1991	Registered	Ohio Art Company
ZIG ZAG LA LAVAGNA FLUORESCENTE	Italy	650337	05/11/1995	Registered	Ohio Art Co.
STRETCH A SKETCH	Italy	541868	03/14/1991	Registered	Ohio Art Comp
PROGRAM A SKETCH and Design	Italy	541867	03/14/1991	Registered	Ohio Art Comp
Design	Sweden	235485	05/29/1992	Registered	Ohio Art Company
ETCH A SKETCH and Design	Norway	136070	04/06/1989	Registered	The Ohio Art Company
ETCH A SKETCH	Hungary	133774	04/06/1993	Registered	Ohio Art Company
ETCH A SKETCH	Argentina	1773281	02/03/2000	Registered	
BETTY SPAGHETTY	Australia	884994	08/07/2001	Registered	

MARK	COUNTRY	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	OWNER
BETTY SPAGHETTY and Design	Australia	884993	08/07/2001	Registered	
ETCH A SKETCH	Australia	B29406	07/05/1978	Registered	
A.R.M. 4000 X.	Australia	934323	11/13/2002	Registered	
OHIO ART GLOBE DESIGN	Australia	B589352	12/11/1995	Registered	
OHIO ART LOGO	Australia	958215	10/20/2003	Registered	
BETTY LA MALICE	Benelux	0200438	03/01/2004	Registered	
ETCH A SKETCH TOY CONFIGURATION	Brazil	818962631	09/22/1998	Registered	
ETCH A SKETCH	China	3376408	03/14/2004	Registered	
ETCH A SKETCH	China	571473	11/10/1991	Registered	
ETCH A SKETCH	China	3376407	06/07/2004	Registered	
TWIRL O PAINT	China	571472	11/10/1991	Registered	
ANIMATOR & DESIGN	China	570299	10/30/19991	Registered	
BASIC BETTY – DESIGN	France	987055	04/16/1999	Registered	
BETTY SPAGHETTY & FRIENDS DESIGN	France	987054	04/16/1999	Registered	
BETTY LA MALICE	France	98729293	09/28/2000	Registered	
BETTY LA MALICE BETTY STAR...	France	3007867	02/16/2000	Registered	
BETTY SPAGHETTY & FRIENDS	Germany	49811988	07/05/1999	Registered	
BETTY SPAGHETTY & FRIENDS DESIGN	Greece	6000379	07/02/1999	Registered	
BASIC BETTY	Greece	6000378	07/02/1999	Registered	
BETTY SPAGHETTY NAME & LOGO	Hong Kong	04959/2002	10/16/2001	Registered	

MARK	COUNTRY	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	OWNER
ETCH A SKETCH	Hong Kong	04768/2004	10/31/2002	Registered	
OHIO ART IN EAS CONFIGURATION	Hong Kong	03544/2004	10/31/2002	Registered	
ETCH A SKETCH	Iceland	330/1988	07/25/1988	Registered	
ETCH A SKETCH CONFIGURATION	India	635898	08/04/1994	Registered	
ETCH A SKETCH	India	951280	08/30/2000	Registered	
ETCH A SKETCH	India	661689	04/06/1995	Registered	
THE OHIO ART COMPANY	India	337046	08/04/1994	Registered	
OHIO ART THE WORLD OF TOYS	India	644265	10/28/1994	Registered	
THE OHIO ART COMPANY	India	661686	04/06/1995	Registered	
OHIO ART THE WORLD OF TOYS	India	661688	06/04/1995	Registered	
ETCH A SKETCH CONFIGURATION	Israel	79291	09/07/1995	Registered	
ETCH A SKETCH	Italy	630907	12/20/1961	Registered	
BETTY SPAGHETTY	Korea	573303	02/03/2004	Registered	
BETTY SPAGHETTY	Korea	576417	03/05/2004	Registered	
ETCH A SKETCH	Korea	164211	12/08/1988	Registered	
ETCH A SKETCH	Korea	40263132	05/17/1993	Registered	
OHIO ART LOGO	Korea	164341	12/08/1988	Registered	
OHIO ART THE WORLD OF TOYS	Korea	164341	12/09/1988	Registered	
OHIO ART LOGO	Mexico	608255	07/03/2003	Registered	
BETTY SPAGHETTY	New Zealand	642015	07/20/2001	Registered	

MARK	COUNTRY	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	OWNER
BETTY SPAGHETTY LOGO	New Zealand	642016	07/20/2001	Registered	
ETCH A SKETCH	New Zealand	91054	08/07/1969	Registered	
OHIO ART	Paraguay	243008	08/01/2001	Registered	
ETCH A SKETCH	Peru	000273	06/21/1993	Registered	
OHIO ART	Peru	88470	11/30/1995	Registered	
BASIC BETTY DESIGN	Portugal	28786	09/29/1999	Registered	
ETCH A SKETCH CONFIGURATION	Portugal	272621	03/05/1993	Registered	
ETCH A SKETCH	Russia	N-127328	06/16/1995	Registered	
ETCH A SKETCH CONFIGURATION	Russia	N-128073	06/16/1995	Registered	
BASIC BETTY LOGO	Spain	144263	07/29/1999	Registered	
FRIENDS OF BETTY SPAGHETTY LOGO	Spain	144262	07/29/1999	Registered	
BETTY SPAGHETTY	Turkey	2001/16462	08/17/2001/	Registered	
BETTY SPAGHETTY & FRIENDS	UK	2075141	09/15/1998	Registered	
BETTY SPAGHETTY LOGO	UK	2075142	09/15/1998	Registered	
MCDONALD'S VERSION OF BETTY DESIGN	UK	2100594	12/07/2001	Registered	
MCDONALD'S VERSION OF HANNAH DESIGN	UK	2100595	12/07/2001	Registered	
MCDONALD'S VERSION OF OLIVIA DESIGN	UK	2100596	12/07/2001	Registered	
MCDONALD'S VERSION OF ZOE DESIGN	UK	2100597	12/07/2001	Registered	

MARK	COUNTRY	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	OWNER
DOO'S I	UK	3002641	04/02/2002	Registered	
DOO'S II	UK	3006473	04/02/2002	Registered	
BETTY & DOO'S DOLL	UK	3002804	09/10/1992	Registered	
MCBETTY MK II DOLL	UK	3002792	08/28/2002	Registered	