

04-13-1999



101007967

RECORDATION FORM COVER SHEET

IND TRADEMARK OFFICE

APR 13 1999

UNITED STATES

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Names of conveying parties:

- Jeepers! Inc., a Delaware corporation
- JJP of Texas, Inc., a Delaware corporation
- JJP of Utah, Inc., a Delaware corporation
- JJP of Kansas, Inc., a Delaware corporation
- JJP of Arizona, Inc., a Delaware corporation
- JJP of Maryland, Inc., a Delaware corporation
- JJP Leasing, Inc., a Delaware corporation
- JJP Franchise Systems, Inc., a Texas corporation
- Children's Amusement of San Antonio, Inc., a Texas corporation
- Jeepers! of New Jersey, Inc., a Delaware corporation
- Jeepers! of Virginia, Inc., a Delaware corporation
- Jeepers! of Olathe, Inc., a Delaware corporation
- Jeepers! of Des Plaines, Inc., a Delaware corporation
- Jeepers! of Norridge, Inc., a Delaware corporation
- Jeepers! of Macomb, Inc., a Delaware corporation
- Jeepers! of Wonderland, Inc., a Delaware corporation
- Jeepers! of Crossgates Commons, Inc., a Delaware corporation
- Jeepers! of Walden, Inc., a Delaware corporation
- Jeepers! of Glen Burnie, Inc., a Delaware corporation
- Jeepers! of Nyack, Inc., a Delaware corporation
- Jeepers! of Kingston, Inc., a Delaware corporation
- Jeepers! of Auburn Hills, Inc., a Delaware corporation
- Jeepers! of Michigan, Inc., a Delaware corporation
- Jeepers! of Illinois, Inc., a Delaware corporation
- Jeepers! of Missouri, Inc., a Delaware corporation
- Jeepers! of Methuen, Inc., a Delaware corporation
- Jeepers! of Jax, Inc., a Delaware corporation
- Jeepers! of Jersey Gardens, Inc., a Delaware corporation

4/8/99

2. Name and address of receiving party:

Imperial Bank
 226 Airport Parkway
 San Jose, CA 95110

A California banking corporation.

If assignee is not domiciled in the United States, a domestic representative designation is attached:

TRADEMARK
 REEL: 1881 FRAME: 0453
 04/12/1999 JSH/MSZ 00000132 74674834
 40.00 OP
 675.00 OP
 01 FC:461
 02 FC:462

3. Nature of conveyance: Trademark Collateral Security and Pledge Agreement dated as of June 12, 1998, and attached hereto as Exhibit 1.

4. Registration numbers:

<u>Trademark Applications</u>	<u>Serial No.</u>	<u>Application Date</u>
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See Schedule A attached hereto and made a part hereof

<u>Trademarks</u>	<u>Registration No.</u>	<u>Registration Date</u>
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See Schedule A attached hereto and made a part hereof

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

Robert Porcelli, Legal Assistant
Bingham Dana LLP
150 Federal Street
Boston, MA 02110

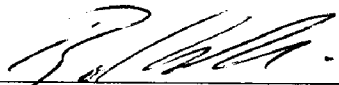
6. Total number of applications and registrations involved: 28

7. Total fee enclosed: \$715.00

8. Deposit account number: **[Not applicable]**

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.


Name: Robert Porcelli
Date: April 5, 1999

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

Sent via U.S. Post Office Express Mail on April 5, 1999, Receipt No. EM 433949845US

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 18

SCHEDULE A

JEEPERS! INC.

TRADEMARK REGISTRATIONS AND APPLICATIONS

APPLICATIONS

<u>TRADEMARK</u>	<u>FILING DATE</u>	<u>SERIAL NUMBER</u>
JEEPERS!	5/15/95 extension approved 3/19/98	74-674,834
JEEPERS!	5/17/95 extension approved 3/3/98	74-675,330
JEEPERS!	5/17/95 extension approved 3/16/98	74-675,341
JEEPERS!	5/17/95 extension approved 3/16/98	74-675,432
BRAIN FOREST	2/7/97	75-238,391
JJ	2/21/97	75-245,556
TRISH	6/11/98	75-499,399

REGISTERED TRADEMARKS

<u>TRADEMARK</u>	<u>REGISTRATION DATE</u>	<u>REGISTRATION NUMBER</u>
JUNGLE JIM'S PLAYLAND (AND DESIGN)	1/31/89	1,522,961
JUNGLE JIM'S PLAYLAND	1/31/89	1,522,963
JUNGLE PLAY	10/16/90	1,618,042
JEEPERS!	3/24/92	1,680,740
JUNGLE JIM (DESIGN ONLY)	10/27/92	1,728,327
KIDING AROUND	2/8/94	1,819,871
JEEPERS!	5/6/97	2,059,839
JEEPERS!	5/13/97	2,062,007
JEEPERS!	5/13/97	2,062,008
JEEPERS! (AND DESIGN)	5/13/97	2,062,298

<u>TRADEMARK</u>	<u>REGISTRATION DATE</u>	<u>REGISTRATION NUMBER</u>
JEEPERS JR! FOOD FUN AND A MONKEY! (AND DESIGN)	5/13/97	2,062,299
JEEPERS! (AND DESIGN)	5/13/97	2,062,300
JEEPERS!	6/10/97	2,070,407
JEEPERS JR! FOOD FUN AND A MONKEY! (AND DESIGN)	12/16/97	2,122,388
JEEPERS JR!	12/23/97	2,124,386
TRISH TINY RHINO DINER (AND DESIGN)	3/31/98	2,147,226
JJ APE (DESIGN ONLY)	6/9/98	2,163,302
KRONKLE	10/20/98	2,197,142
TRISH	10/20/98	2,197,146
KRONKLE FURRY ANIMAL (DESIGN ONLY)	12/15/98	2,210,039
TRISH RHINO (DESIGN ONLY)	12/22/98	2,212,146

IMPERIAL BANK
Member FDIC

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT, dated as of June 12, 1998, among (i) **JEEPERS! INC.**, a Delaware corporation ("Borrower"), and (ii) each subsidiary of the Borrower listed on the signature pages hereof or that shall hereafter become a party hereto (the "Guarantors") (each of the Borrower and the Guarantors, an "Assignor," and, collectively, the "Assignors"), and (iii) **IMPERIAL BANK**, a California banking corporation (the "Bank").

WHEREAS, the Borrower and the Bank are parties to a Revolving Credit and Term Loan Agreement, dated as of June 12, 1998, (as amended and in effect from time to time, the "Loan Agreement"), between the Borrower and the Bank, pursuant to the terms and conditions of which (i) the Bank has agreed to make loans to the Borrower and (ii) the Borrower has promised, among other things, to pay to the Bank the unpaid principal balance of the loans and interest thereon.

WHEREAS, the Guarantors have executed and delivered to the Bank a Guaranty Agreement of even date herewith (the "Guaranty Agreement") pursuant to which each of such Assignors has guaranteed the full and punctual payment to the Bank when due of all of the obligations of the Borrower under the Promissory Note of even date herewith, evidencing the Borrower's indebtedness under the Loan Agreement.

WHEREAS, the Assignors have executed and delivered to the Bank a Security Agreement of even date herewith (the "Security Agreement"), pursuant to which each of the Assignors has granted to the Bank a security interest in certain of such Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed beside the name of each Assignor on Schedule A attached hereto, all to secure the payment and performance of the Borrower's obligations to the Bank under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement), whether now existing or hereafter arising (the "Obligations"); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the same meanings given to such terms in the Credit Agreement and the Security Agreements. In addition, the following terms shall have the meanings set forth in this §1:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of any Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of any of the Assignors pursuant to any and all past, present and future franchising or licensing agreements in favor of such Assignor, or to which such Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties, including the right (but not the obligation) in the name of such Assignor or the Bank to enforce, and sue and recover for, any breach or violation of any such agreement to which such Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any of the Assignors or the Bank, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any of the Assignors or the Bank for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of any of the Assignors, that (i) are set forth beside the name of each Assignor on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by any of the Assignors or are now owned, held or used by any such Assignor, in any such Assignor's business, or with any such Assignor's products and services, or in which any such Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by any of the Assignors in any such Assignor's business or with any such Assignor's products and services, or in which any such Assignor in the future acquires any right, title or interest.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, each of the Assignors hereby pledges and assigns to the Bank and hereby unconditionally grants to the Bank a continuing security interest in and first priority lien on the Pledged Trademarks. In addition, each of the Assignors have executed in blank and delivered to the Bank an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Each of the Assignors, subject always to the Bank's obligation to exhaust all reasonable efforts on other assets and work with Borrower's investor groups as set forth in Section 6.2(c) of the Credit Agreement, hereby authorizes the Bank to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Bank's remedies under this Trademark Agreement and the Security Agreements.

2.2. Supplemental to Security Agreement. Pursuant to the Security Agreement the Assignors have granted to the Bank a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). Any and all rights and interests of the Bank in and to the Pledged Trademarks (and any and all obligations of the Assignors with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Bank (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreements and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each of the Assignors represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned by such Assignor; (ii) as of the date hereof and to the best of such Assignor's knowledge without any independent inquiry such Trademarks and

Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of such Trademarks or Trademark Registrations; (iii) as of the date hereof and to the best of such Assignor's knowledge without any independent inquiry, each of such Trademarks and Trademark Registrations is valid and enforceable; (iv) as of the date hereof and to the best of Assignor's knowledge without any independent inquiry, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) as of the date hereof and to the best of such Assignor's knowledge without any independent inquiry, no claim has been made that the use of any of such Trademarks does or may violate the rights of any third person, and there is no infringement by such Assignor of the trademark rights of others; and (vi) to such Assignor's knowledge, such Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the lien created by the Security Agreement and this Trademark Agreement.

4. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Bank's prior written consent, the Assignors will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignors' obligations under this Trademark Agreement or the Security Agreement, other than the licensing of the Pledged Trademarks by the Assignors in the ordinary course of their business.

5. AFTER-ACQUIRED TRADEMARKS, ETC.

5.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, and all of the commitments shall have terminated, any of the Assignors shall obtain any right, title or interest in or to any other or new material Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignors shall promptly provide to the Bank notice thereof in writing and execute and deliver to the Bank such documents or instruments as the Bank may reasonably request further to implement, preserve or evidence the Bank's interest therein.

5.2. Amendment to Schedule. Each of the Assignors authorizes the Bank to modify this Trademark Agreement and the Assignment of Marks, without the necessity of such Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §5 hereof to the extent that such Trademarks, Trademark Registrations or Trademark Rights, had they existed on the date hereof, would have been required to appear on Schedule A pursuant to §3(i) hereof.

6. TRADEMARK PROSECUTION.

6.1. Assignor Responsible. The Assignors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks.

6.2. Protection of Trademarks, etc. In general, the Assignors shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks, except if and to the extent that, in the reasonable business judgment of the Assignors, the Assignors believe that such action would not be in the best interests of the Assignors. The Assignors shall not take or fail to take any action, nor permit any action to be taken or not taken by others under their control, that would adversely affect the validity, grant or enforcement in any material respect of any of the Pledged Trademarks, except if and to the extent that, in the reasonable business judgment of the Assignors, the Assignors believe that such action would not be in the best interests of the Assignors.

7. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Bank shall have, in addition to all other rights and remedies given it by this Trademark Agreement, the Loan Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts, and, without limiting the generality of the foregoing, the Bank may immediately, without demand of performance and without other notice (except as required by law) or demand whatsoever to the Assignors, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignors may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Bank in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. At any such sale or other disposition, the Bank may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

8. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, each of the Assignors does hereby make, constitute and appoint the Bank (and any officer or agent of the Bank as the Bank may select in its exclusive discretion) as such Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for the Bank to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Assignor is obligated to execute and do hereunder. Each of the Assignors hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the Bank from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Bank under this power of attorney (except for the Bank's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

9. FURTHER ASSURANCES.

The Assignors shall, at any time and from time to time, and at their expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Bank may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Bank the grant, perfection and priority of the Bank's security interest in the Pledged Trademarks.

10. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, and all the commitments of the Bank to make loans to the Borrower shall have terminated, this Trademark Agreement shall terminate and the Bank shall, upon the written request and at the expense of any of the Assignors, execute and deliver to the Assignors all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in any Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Bank by any Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Bank pursuant hereto or the Security Agreement.

11. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE BANK ASSUMES NO LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING ANY ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH

LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNORS, AND EACH OF THE ASSIGNORS SHALL INDEMNIFY THE BANK FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE BANK WITH RESPECT TO SUCH LIABILITIES.

12. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Bank and the Assignor, except as provided in §5.2. The Bank shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Bank. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

13. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

14. WAIVER OF JURY TRIAL.

EACH OF THE BANK AND THE ASSIGNORS WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.

15. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon each of the Assignors and its respective successors and assigns, and shall inure to the benefit of the Bank and its respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Loan Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Loan Agreement or such Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

- JEEPERS! INC.
- JJP OF TEXAS, INC.
- JJP OF UTAH, INC.
- JJP OF KANSAS, INC.
- JJP OF ARIZONA, INC.
- JJP OF MARYLAND, INC.
- JJP LEASING, INC.
- JJP FRANCHISE SYSTEMS, INC.
- CHILDREN'S AMUSEMENT OF SAN ANTONIO, INC
- JEEPERS! OF NEW JERSEY, INC.
- JEEPERS! OF VIRGINIA, INC.
- JEEPERS! OF OLATHE, INC.
- JEEPERS! OF DES PLAINES, INC.
- JEEPERS! OF NORRIDGE, INC.
- JEEPERS! OF MACOMB, INC.
- JEEPERS! OF WONDERLAND, INC.
- JEEPERS! OF CROSSGATES COMMONS, INC.
- JEEPERS! OF WALDEN, INC.
- JEEPERS! OF GLEN BURNIE, INC.
- JEEPERS! OF NYACK, INC.
- JEEPERS! OF KINGSTON, INC.
- JEEPERS! OF AUBURN HILLS, INC.
- JEEPERS! OF MICHIGAN, INC.
- JEEPERS! OF ILLINOIS, INC.
- JEEPERS! OF MISSOURI, INC.
- JEEPERS! OF METHUEN, INC.
- JEEPERS! OF JAX, INC.
- JEEPERS! OF JERSEY GARDENS, INC.

BY: *K. J. Sanginario*
 Name:
 Title: *Treasurer*

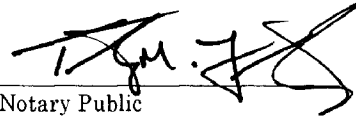
IMPERIAL BANK

By: *James F. Lyons, Jr.*
 Name:
 Title: *First Vice President*

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF Massachusetts _____)
) ss.
COUNTY OF Middlesex _____)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 12th day of June, 1998, personally appeared Kenneth Sanginario to me known personally, and who, being by me duly sworn, deposes and says that he is the Chief Financial Officer of Jeepers! Inc. and its wholly owned subsidiaries listed on the signature page hereto, and that this Trademark Collateral Security and Pledge Agreement was signed and sealed on behalf of each of the said corporations by authority of its Board of Directors, and said Chief Financial Officer acknowledged said instrument to be the free act and deed of said corporations.



Notary Public
My commission expires:

TIMOTHY M. FEENEY
Notary Public
My Commission Expires March 16, 2001

SCHEDULE A

Jeepers, Inc.

Trademarks and Trademark Registrations

Trademark or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
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See Attachment 1 attached hereto and made a part hereof.

Trademark or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>
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See Attachment 1 attached hereto and made a part hereof.

[Any other Subsidiary]

Trademarks and Trademark Registrations

Trademark or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
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Trademark or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>
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ATTACHMENT 1

JEEPERS! INC.

TRADEMARK REGISTRATIONS AND APPLICATIONS

APPLICATIONS

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JEEPERS! (AND DESIGN)	5/13/97	2,062,298

<u>TRADEMARK</u>	<u>REGISTRATION DATE</u>	<u>REGISTRATION NUMBER</u>
JEEPERS JR! FOOD FUN AND A MONKEY! (AND DESIGN)	5/13/97	2,062,299
JEEPERS! (AND DESIGN)	5/13/97	2,062,300
JEEPERS!	6/10/97	2,070,407
JEEPERS JR! FOOD FUN AND A MONKEY! (AND DESIGN)	12/16/97	2,122,388
JEEPERS JR!	12/23/97	2,124,386
TRISH TINY RHINO DINER (AND DESIGN)	3/31/98	2,147,226
JJ APE (DESIGN ONLY)	6/9/98	2,163,302
KRONKLE	10/20/98	2,197,142
TRISH	10/20/98	2,197,146
KRONKLE FURRY ANIMAL (DESIGN ONLY)	12/15/98	2,210,039
TRISH RHINO (DESIGN ONLY)	12/22/98	2,212,146

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, each of JEEPERS! INC., a corporation organized and existing under the laws of the State of Delaware (the "Borrower"), and such other of Borrower's wholly owned subsidiaries that are now or hereafter become party to that certain Guarantee Agreement dated as of June 12, 1998 (collectively, the "Assignors") has adopted and used and is using the trademarks and service marks (the "Marks") identified next to its name on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, IMPERIAL BANK, a bank organized under the laws of the State of California, having a place of business at 225 Franklin Street, Boston, Massachusetts 02110 (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each of the Assignors does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to its respective Marks, together with (i) the registrations of and registration applications for such Marks, (ii) the goodwill of the business symbolized by and associated with such Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to such Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, each of the Assignors, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 12th day of June, 1998.

JEEPER! INC.

By: _____
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignors to the Assignee is hereby accepted as of the ___ day of _____, ____.

IMPERIAL BANK

By: _____
Title:

THE STATE/Commonwealth of _____)
) ss.
COUNTY OF _____)

On this the 12th day of June, 1998, before me appeared _____, the person who signed this instrument, who acknowledged that (s)he is the _____ of Jeepers! Inc. and that being duly authorized (s)he signed such instrument as a free act on behalf of Jeepers! Inc.

[Seal]

Notary Public
My commission expires:

ANNEX

Jeepers! Inc.

Trademarks and Trademark Registrations

Trademark
or
Service Mark

Registrations --
United States Patent and Trademark Office
Registration No. Registration Date

See Attachment 1 attached hereto and made a part hereof.

Trademark
or
Service Mark

Pending Applications --
United States Patent and Trademark Office
Serial No. Filing Date

See Attachment 1 attached hereto and made a part hereof.

[Any other Subsidiary]

Trademarks and Trademark Registrations

Trademark
or
Service Mark

Registrations --
United States Patent and Trademark Office
Registration No. Registration Date

Trademark
or
Service Mark

Pending Applications --
United States Patent and Trademark Office
Serial No. Filing Date

ATTACHMENT 1

JEEPERS! INC.

TRADEMARK REGISTRATIONS AND APPLICATIONS

APPLICATIONS

<u>TRADEMARK</u>	<u>FILING DATE</u>	<u>SERIAL NUMBER</u>
JEEPERS!	5/15/95 extension approved 3/19/98	74-674,834
JEEPERS!	5/17/95 extension approved 3/3/98	74-675,330
JEEPERS!	5/17/95 extension approved 3/16/98	74-675,341
JEEPERS!	5/17/95 extension approved 3/16/98	74-675,432
BRAIN FOREST	2/7/97	75-238,391
JJ	2/21/97	75-245,556
TRISH	6/11/98	75-499,399

REGISTERED TRADEMARKS

<u>TRADEMARK</u>	<u>REGISTRATION DATE</u>	<u>REGISTRATION NUMBER</u>
JUNGLE JIM'S PLAYLAND (AND DESIGN)	1/31/89	1,522,961
JUNGLE JIM'S PLAYLAND	1/31/89	1,522,963
JUNGLE PLAY	10/16/90	1,618,042
JEEPERS!	3/24/92	1,680,740
JUNGLE JIM (DESIGN ONLY)	10/27/92	1,728,327
KIDING AROUND	2/8/94	1,819,871
JEEPERS!	5/6/97	2,059,839
JEEPERS!	5/13/97	2,062,007
JEEPERS!	5/13/97	2,062,008
JEEPERS! (AND DESIGN)	5/13/97	2,062,298

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