

03/09/00

FORM PTO-1618A
Expires 08/00/99
OMB 0651-0027

04-12-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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RECORDATION FORM COVER SHEET

OPR/FINANCE

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name The United States Playing Card Company

Execution Date
Month Day Year
02 29 2000

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Bank One, NA

DBA/AKATA _____

Composed of _____

Address (line 1) One Bank One Plaza

Address (line 2) _____

Address (line 3) Chicago

IL

60670

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization _____

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

04/11/2000 DNGUYEN 00000179 0523251

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
3625.00 OP

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

TRADEMARK
REEL: 002051 FRAME: 0803

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

5 Trademark Applications as listed on attached schedule

141 Trademark Registrations as listed on attached schedule

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

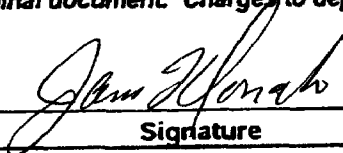
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

James F. Donato

Name of Person Signing



Signature

3/9/2000

Date Signed

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark and Service Mark Applications

TRADEMARKS-UNITED STATES OF AMERICA³				
THE UNITED STATES PLAYING CARD COMPANY				
<u>MARK</u>	<u>COUNTRY</u> <u>REG./SER.</u> <u>NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILIN</u> <u>G</u> <u>DATE</u>
1001 ALADDIN PLAYING CARDS THE NATIONAL CARD CO. MADE IN U.S.A. (PACKAGING)	US 0523251	Playing Cards	Registered Supplement al Register	3/28/50
1002 ALADDIN PLAYING CARDS GILDED EDGES THE NATIONAL CARD CO. MADE IN U.S.A. (PACKAGING)	US 0523255	Playing Cards	Registered Supplement al Register	3/28/50
21	US 1189274	Playing Cards	Registered	2/09/82
44	US 0829419	Playing Cards	Registered	5/30/67
48	US 0555116	Playing Cards	Registered	2/19/52
606	US 0260836	Playing Cards	Registered	8/27/29
808 (DESIGN)	US 0151272	Playing Cards	Registered	1/24/22
808 BICYCLE PLAYING CARDS AIR- CUSHION FINISHE MADE IN U.S.A. (PACKAGING)	US 0522851	Playing Cards	Registered Supplement al Register	3/21/50
88	US 1,419,992	Playing Cards	Registered	12/09/86
88	US 1,419,992	Playing Cards	Registered	12/09/86
92 (DESIGN)	US 0060314	Playing Cards	Registered	2/05/03

³ Disclosure as to U.S. Trademarks only

TRADEMARKS-UNITED STATES OF AMERICA³**THE UNITED STATES PLAYING CARD COMPANY**

MARK	COUNTRY REG./SER. NO.	GOODS	STATUS	REG./FILIN G DATE
92 (DESIGN)	US 0060314	Playing Cards	Registered	2/05/03
97 (DESIGN)	US 0052552	Playing Cards	Registered	5/15/06
97 (DESIGN)	US 0052552	Playing Cards	Registered	5/15/06
999 BRAND OF THE STEAMBOAT U.S. PLAYING CARDS MADE IN U.S.A. (PACKAGING)	US 0523252	Playing Cards	Registered Supplement al Register	3/28/50
A (DESIGN)	US 2049103	Playing Cards	Registered	4/1/97
A STREAMLINE PLAYING CARDS (DESIGN)	US 1686416	Playing Cards	Registered	5/12/92
A DOUGHERTY LINOID FINISH TALLY-HO NO. 9NO. 9 PLAYING CARDS MADE IN U.S.A. (PACKAGING)	US 0523258	Playing Cards	Registered Supplement al Register	3/28/50
A (DESIGN)	US 1301613	Playing Cards	Registered	10/23/84
A. DOUGHERTY (DESIGN)	US 0295528	Playing Cards	Registered	7/05/32
AIR-CUSHION FINISH	US 0062565	Playing Cards	Registered	5/14/07
ALADDIN	US 0048877	Playing Cards	Registered	1/16/06
AMERICAN PLAYING CARD COMPANY (DESIGN)	US 0584405	Playing Cards	Registered	1/05/54
ANGEL BACKS	US 0053131	Playing Cards	Registered	5/29/06
APOLLO	US 0048885	Playing Cards	Registered	1/16/06
ARISTOCRAT (DESIGN)	US 0094671	Playing Cards	Registered	12/23/13

TRADEMARKS-UNITED STATES OF AMERICA³

THE UNITED STATES PLAYING CARD COMPANY

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILIN G DATE</u>
ARRCO	US 0902541	Playing cards, magnetic playing card sets, automatic playing card shufflers, and cribbage boards.	Registered	11/17/70
ASTRONAUT	US 0730730	Playing Cards	Registered	5/01/62
AVIATOR	US 0256622	Playing Cards	Registered	5/21/29
AVIATOR (DESIGN)	US 1799328	Playing Cards	Registered	10/19/93
AVIATOR (DESIGN)	US 1799327	Playing Cards	Registered	10/19/93
AVIATOR (DESIGN)	US 1794974	Playing Cards	Registered	9/28/93
BATTLE AXE (DESIGN)	US 0167072	Playing Cards	Registered	4/24/23
"BEE"	US 0049107	Playing Cards	Registered	1/23/06
"BEE" NO.92 CLUB SPECIAL STANDARD (DESIGN)	US 1771384	Playing Cards	Registered	5/18/93
BICYCLE E-Z-SEE LOVISION BICYCLE LOVISION JUMBO INDEX (PACKAGING)	US 1712831	Playing Cards	Registered Supplemental Register	9/01/92
BICYCLE RUMMY (DESIGN)	US 1659725	Playing Cards	Registered	10/08/91
BICYCLE PINOCHLE (DESIGN)	US 1682008	Playing Cards	Registered	4/07/92
BICYCLE	US 2055812	Hand held units for playing electronic games.	Registered	4/22/97
BICYCLE PLAYING CARDS NO. 808 SECONDS MADE IN U.S.A.	US 0523253	Playing Cards	Registered Supplemental Register	3/28/50

TRADEMARKS-UNITED STATES OF AMERICA³

THE UNITED STATES PLAYING CARD COMPANY

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILIN G DATE</u>
(PACKAGING)				
BICYCLE PLAYING CARDS AIR-CUSHION FINISH THE U.S. PLAYING CARD CO. MADE IN THE U.S.A. 808 (PACKAGING)	US 0578691	Playing Cards	Registered Supplemental Register	8/26/52
BICYCLE (DESIGN)	US 2055811	Hand held units for playing electronic games.	Registered	4/22/97
BICYCLE	US 0048891	Playing Cards	Registered	1/16/06
BICYCLE EUCHRE (DESIGN)	US 1635476	Playing Cards	Registered	2/19/91
BICYCLE (DESIGN)	US 1634808	Playing Cards	Registered	2/12/91
BIG BICYCLE	US 0922750	Playing Cards	Registered	10/26/71
BIKE (DESIGN)	US 0064232	Playing Cards	Registered	7/30/07
BLUE RIBBON (DESIGN)	US 0118332	Playing Cards	Registered	8/28/17
BONUS	US 1901704	Playing Cards	Registered	6/27/95
BROADWAY (DESIGN)	US 0172312	Playing Cards	Registered	8/28/23
CAMBRIC	US 0138079	Playing Cards	Registered	12/14/20
CARAVAN (DESIGN)	US 0544609	Playing Cards	Registered	7/03/51
CARAVAN PLAYING CARDS AIR CUSHION FINISH 491 WE CLAIM EXCLUSIVE TRADE MARK RIGHTS IN ACE OF SPADES, JOKER, NAME, BACK DESIGN, CASE DESIGN AND NAME OF FINISH USED ON OUR VARIOUS CARDS (PACKAGING)	US 2095277	Playing Cards	Registered	9/09/97
CASINO (DESIGN)	US 1233518	Playing Cards	Registered	4/05/83

TRADEMARKS-UNITED STATES OF AMERICA³**THE UNITED STATES PLAYING CARD COMPANY**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILIN G DATE</u>
CASINO	US 1233519	Playing Cards	Registered	10/08/88
CEL-U-TONE (DESIGN)	US 0260837	Playing Cards	Registered	8/27/29
CHAMPION	US 2,097,927	Playing Cards	Registered	9/16/97
CLUB CASINO (DESIGN)	US 1233517	Playing Cards	Registered	4/05/83
CLUB RENO (DESIGN)	US 0401715	Playing Cards	Registered	6/01/43
CLUB SPECIAL (DESIGN)	US 0275340	Playing Cards	Registered	9/23/30
CLUB CASINO	US 1233516	Playing Cards	Registered	4/05/83
CONGRESS	US 0049420	Playing Cards	Registered	2/06/06
CONSOLIDATED DOUGHERTY	US 0763837	Playing Cards	Registered	1/28/64
CONTINENTAL FOUR INDEX	US 0912834	Playing Cards	Registered	6/08/71
DESIGN ONLY	US 2039305	Hand held units for playing electronic games.	Registered	2/18/97
DESIGN ONLY	US 1709997	Playing Cards	Registered	8/25/92
DESIGN ONLY	US 1437282	Playing Cards	Registered	4/21/87
DESIGN ONLY	US 1636901	Playing Cards	Registered	3/05/91
DESIGN ONLY	US 1396787	Playing Cards	Registered	6/10/86
DESIGN ONLY	US 30264	Playing Cards	Registered	3/31/91
DESIGN ONLY	US 1377172	Playing Cards	Registered	1/07/86
DESIGN ONLY	US 0204255	Playing Cards	Registered	10/13/25
DESIGN ONLY	US 0155547	Playing Cards	Registered	5/30/22
DESIGN ONLY	US 0060313	Playing Cards	Registered	2/05/07

TRADEMARKS-UNITED STATES OF AMERICA³**THE UNITED STATES PLAYING CARD COMPANY**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILIN G DATE</u>
DESIGN ONLY	US 0055524	Playing Cards	Registered	8/14/06
DESIGN ONLY	US 0055100	Playing Cards	Registered	8/07/06
DESIGN ONLY	US 0051202	Playing Cards	Registered	4/10/06
DESIGN ONLY	US 0048763	Playing Cards	Registered	1/07/86
DESIGN ONLY	US 0047550	Playing Cards	Registered	11/07/05
DESIGN ONLY	US 0023782	Playing Cards	Registered	11/07/93
DESIGN ONLY	US 0735606	Playing Cards	Registered	8/07/62
DESIGN ONLY	US 0555115	Playing Cards	Registered	2/19/52
DESIGN ONLY	US 1951979	Hand held units for playing electronic games.	Registered	1/23/96
DESIGN ONLY	US 0143499	Playing Cards	Registered	5/31/21
DESIGN ONLY	US 0153340	Playing Cards	Registered	3/14/22
DESIGN ONLY	US 0151273	Playing Cards	Registered	1/24/22
DESIGN ONLY	US 0153892	Playing Cards	Registered	3/28/22
DESIGN ONLY	US 0153893	Playing Cards	Registered	3/28/22
DESIGN ONLY	US 0153633	Playing Cards	Registered	3/21/22
DESIGN ONLY	US 0153634	Playing Cards	Registered	3/21/22
DESIGN ONLY	US 0695587	Playing Cards	Registered	4/05/60
DIAMOND	US 0899141	Playing Cards	Registered	9/22/70
DURATONE (DESIGN)	US 0516848	Playing Cards	Registered	10/25/49
-E-Z-SEE	US 1118097	Playing Cards	Registered	2/15/81
FIVE HUNDRED (DESIGN)	US 71011919	Playing Cards	Registered	5/22/06
GYPSY WITCH	US 0898675	Playing Cards	Registered	9/15/70
HAMILTON	US 0555111	Playing Cards	Registered	2/19/52

TRADEMARKS-UNITED STATES OF AMERICA³

THE UNITED STATES PLAYING CARD COMPANY

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILIN G DATE</u>
(DESIGN)				
HYGRADE PAN	US 1404879	Playing Cards	Registered	8/12/86
JUMBO INDEXES (DESIGN)	US 0058601	Playing Cards	Registered	12/18/06
KING (DESIGN)	US 0731109	Playing Cards	Registered	5/08/62
LEAGUE (DESIGN)	US 0051751	Playing Cards	Registered	4/24/06
LEISURE	US 0731110	Playing Cards	Registered	5/08/62
LOVISION (DESIGN)	US 1070609	Playing Cards	Registered	8/02/77
MATCH PATCH	US 0715385	Playing cards adapted for use by children in playing games.	Registered	5/16/61
METRO	US 0731111	Playing Cards	Registered	2/20/62
MIDWAY	US 1188624	Playing Cards	Registered	2/02/82
MOGUL (DESIGN)	US 0154143	Playing Cards	Registered	4/04/22
MOHAWK (DESIGN)	US 0554651	Playing Cards	Registered	2/12/52
NATIONAL (DESIGN)	US 0059044	Playing Cards	Registered	1/01/07
NEVADA	US 0726940	Playing Cards	Registered	1/30/62
NEW FAN (DESIGN)	US 0051755	Playing Cards	Registered	4/24/06
NO 77	US 0735607	Playing Cards	Registered	8/07/62
NO. 33 SUPERIOR APOLLO PLAYING CARDS ALUMINUM SURFACE AIR- CUSHIION FINISH THE NATIONAL CARD CO MADE IN U.S.A. (PACKAGING)	US 0523256	Playing Cards	Registered Supplement al Register	3/28/50
NO. 68 (DESIGN)	US 0829407	Playing Cards	Registered	5/30/67

TRADEMARKS-UNITED STATES OF AMERICA³

THE UNITED STATES PLAYING CARD COMPANY

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILIN G DATE</u>
NO. 43 (DESIGN)	US 0557010	Playing Cards	Registered	4/01/52
NO. 92 CLUB SPECIAL "BEE" PLAYING CARDS CLUB SPECIAL CAMBRIC FINISH "BEE" NO. 92 (PACKAGING)	US 0557788	Playing Cards	Registered Supplement al Register	4/15/52
PO-KE-NO (DESIGN)	US 0366741	Playing Cards	Registered	4/25/39
QUEEN (DESIGN)	US 0731112	Playing Cards	Registered	5/08/62
RACER (DESIGN)	US 0049803	Playing Cards	Registered	2/20/06
RAMBLER (DESIGN)	US 0048874	Playing Cards	Registered	1/16/06
RAMBLER NO. 23 GILT EDGES SUPERIOR SURFACE ALUMINUM SLIP & FINISH ALUMINUM WATER PROOF FINISH PLAYING CARDS THE NATIONAL CARD CO. MADE IN U.S.A. (PACKAGING)	US 0523254	Playing Cards	Registered Supplement al Register	3/28/50
REGAL (DESIGN)	US 0058380	Playing Cards	Registered	12/11/06
RIDER	US 0829727	Playing Cards	Registered	6/06/67
ROYALE (DESIGN)	US 0360030	Playing Cards	Registered	9/06/38
SQUEEZE TRIP (DESIGN)	US 0052014	Playing Cards	Registered	5/01/06
SQUEEZERS (DESIGN)	US 0049103	Playing Cards	Registered	1/28/86
STREAMLINE	US 30263	Playing Cards	Registered	3/31/91
STREAMLINE	US 1186693	Playing Cards	Registered	1/19/82
STREAMLINE FRONT	US 30677	Playing Cards	Registered	8/26/92

TRADEMARKS-UNITED STATES OF AMERICA³**THE UNITED STATES PLAYING CARD COMPANY**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILIN G DATE</u>
PANEL				
TAHOE	US 1189273	Playing Cards	Registered	2/09/82
TALLY-HO (DESIGN)	US 0548306	Playing Cards	Registered	9/18/51
THE NATIONAL CARD CO. (DESIGN)	US 0133071	Playing Cards	Registered	7/06/20
THE PLAYING CARD PEOPLE	US 1063317	Playing Cards	Registered	4/12/77
TORPEDO (DESIGN)	US 0544610	Playing Cards	Registered	7/03/51
TRAIL DRIVE	US 0715386	Playing cards adapted for use by children in playing games.	Registered	5/16/61
TRIUMPH (DESIGN)	US 0257856	Playing Cards	Registered	6/18/29
UNITED STATES U.S. (DESIGN)	US 005872	Playing Cards	Registered	12/18/06
US (DESIGN)	US 1267938	Playing Cards	Registered	2/21/84
USPC (DESIGN)	US 2151384	Collectible Card Games	Registered	4/14/98
VOGUE (DESIGN)	US 0510321	Playing Cards	Registered	5/31/49
WE THEY (DESIGN)	US 0247877	Playing Cards	Registered	10/09/28
BICYCLE	US 75/777108	Computer Software	Pending	8/17/99
PATRIOTIC	US 75/782736	Playing Cards	Pending	8/21/99
SEE THE WORLD	US 75/778195	Card Games	Pending	8/17/99
TOTAL IT!	US 75/784842	Card Games	Pending	8/17/99
W3	US 75/777106	Card Games	Pending	8/17/99

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of February 29, 2000, by and between The United States Playing Card Company, a Delaware corporation (the "Borrower"), and Bank One, NA, with its principal office in Chicago, Illinois, as agent (the "Agent") for the benefit of itself and the "Holders of Secured Obligations" (as such term is defined in the "Credit Agreement" defined below).

WITNESSETH:

WHEREAS, Borrower, the Agent and the "Lenders" (as such term is defined in the Credit Agreement) are parties to that certain Credit Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Credit Agreement"), pursuant to which the Lenders may, from time to time, extend credit to Borrower; and

WHEREAS, Borrower and the Agent are parties to that certain Security Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Security Agreement"), pursuant to which Borrower has granted a security interest in certain of its assets to the Agent for the benefit of the Agent and the Holders of Secured Obligations; and

WHEREAS, the Lenders have required Borrower to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "Secured Obligations" (as defined in the Credit Agreement) and (ii) as a condition precedent to any extension of credit under the Credit Agreement;

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, Borrower agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, Borrower grants to the Agent, for the benefit of the Holders of Secured Obligations, a security interest in, 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 applicable law, all of Borrower's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A 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 under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Borrower's business symbolized by the foregoing and connected therewith, and (e) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 3(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Borrower is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this paragraph 3, the Licenses shall not include any license agreement in effect as of the date hereof, or those that are entered into after the date hereof in the ordinary course of business, which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this paragraph 3 shall be deemed to apply thereto automatically.

4. Restrictions on Future Agreements. Borrower shall not, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Borrower further agrees that, except as otherwise provided in paragraph 9 herein, Borrower shall not take any action, and shall

use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with the Trademarks or Licenses.

5. New Trademarks and Licenses. Borrower represents and warrants that, from and after the Closing Date, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Borrower, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements (other than those trademark license agreements and service mark license agreements which by their terms prohibit the grant of security contemplated by this Agreement) under which Borrower is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Borrower to any Person other than the Agent. If, before this Agreement terminates, Borrower shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 3 above shall automatically apply thereto. Borrower shall notify the Agent in writing of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event at least once every calendar quarter in which one or more such events shall occur. The Agent may modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 3 above or under this paragraph 5, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

6. Royalties. The Agent's use of the Trademarks and Licenses as authorized hereunder in connection with its exercise of its rights and remedies under paragraph 14 or pursuant to Section 17 of the Security Agreement shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent or the other Holders of Secured Obligations to Borrower or any other party.

7. Right to Inspect, Further Assignments and Security Interests. The Agent may at all reasonable times and upon reasonable notice (and at any time when an Unmatured Default or Default exists) have access to, examine, audit, make copies (at Borrower's expense) and extracts from and inspect Borrower's premises and examine Borrower's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, the Agent shall use reasonable efforts not to disturb unnecessarily the conduct of Borrower's ordinary business operations. After a Default occurs, the Agent, or a

conservator appointed by the Agent, shall have the right to establish such reasonable additional product quality controls as the Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used, except to the extent that the imposition of such additional product quality controls upon a third party violates the provisions of any License. Borrower (i) shall not sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Agent, and (ii) shall not change the quality of such products in any material respect without the Agent's prior written consent.

8. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only; it creates a continuing security interest in the Trademarks and Licenses and shall terminate only when the Secured Obligations then due and owing have been paid in full and the Credit Agreement and the Security Agreement have been terminated. When this Agreement has terminated, the Agent shall promptly execute and deliver to Borrower, at Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement or the Security Agreement.

9. Duties of Borrower. Borrower shall, to the extent reasonable and desirable in the normal conduct of Borrower's business: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) apply for the registration of any unregistered trademarks or service marks as Borrower deems appropriate. Borrower shall not abandon any Trademark or License without the Agent's prior written consent unless such abandonment is reasonable and desirable in the normal conduct of Borrower's business. Borrower shall use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary in or material to the operation of Borrower's business. Borrower shall bear any expenses incurred in connection with the foregoing. Neither the Agent nor any of the Holders of Secured Obligations shall have any duty with respect to the Trademarks and Licenses. Without limiting the foregoing, neither the Agent nor any of the Holders of Secured Obligations shall be obligated to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Agent may do so at its option if a Default has occurred and is continuing, and all expenses incurred in connection therewith shall be for the Borrower's sole account and shall be added to the Secured Obligations secured hereby.

10. The Agent's Right to Sue. If a Default has occurred and is continuing, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Agent shall commence any such suit, Borrower shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement. Borrower shall, upon demand, promptly reimburse the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

11. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Borrower and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the Borrower's undertakings, agreements, warranties, covenants and representations contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to Borrower specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable. If any clause or provision shall be held 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 hereof, 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 Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. Borrower irrevocably designates, constitutes and appoints the Agent (and all Persons designated by the Agent in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in Borrower's or the Agent's name, if a Default has occurred and is continuing and the Agent notifies Borrower that it intends to enforce its rights and claims against Borrower, to take any action and execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Agent deems in its own or the Holders of Secured Obligations' best interest. Borrower ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations then due and owing have been paid in full and the Credit Agreement has been terminated. This Agreement is not intended to limit or restrict in any way the Agent's or the Holders of Secured Obligations' rights and remedies under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. If a Default has occurred and is

continuing and the Agent has elected to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Borrower shall assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Agent or any Person designated by the Agent and shall execute and deliver to the Agent or any such Person all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, Borrower and the Agent expressly agree that if a Default has occurred and is continuing, the Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. Borrower agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances. In the event of any conflict between the provisions of this Agreement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

15. Successors and Assigns. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of each of the Holders of Secured Obligations and its nominees, successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower; provided, however, that Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

16. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED IN ALL RESPECTS BY THE INTERNAL LAWS (INCLUDING 735 ILCS 105/5-1 ET SEQ. BUT OTHERWISE WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS) AND DECISIONS OF THE STATE OF ILLINOIS.

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

18. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

20. Merger. This Agreement represents the final agreement of the Borrower with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Borrower and the Agent or any Lender.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE UNITED STATES PLAYING CARD
COMPANY

By: Charles R Zunk
Title: President
Charles R. Zunk

Accepted and agreed to as of the day and year first
above written.

BANK ONE, NA
(Main Office Chicago),
as Agent

By: _____
Title: _____


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE UNITED STATES PLAYING CARD
COMPANY

By: _____
Title: _____

Accepted and agreed to as of the day and year first
above written.

BANK ONE, NA
(Main Office Chicago),
as Agent

By:  _____
Title: First Vice President

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark and Service Mark Applications

TRADEMARKS-UNITED STATES OF AMERICA³				
THE UNITED STATES PLAYING CARD COMPANY				
<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILIN G DATE</u>
1001 ALADDIN PLAYING CARDS THE NATIONAL CARD CO. MADE IN U.S.A. (PACKAGING)	US 0523251	Playing Cards	Registered Supplement al Register	3/28/50
1002 ALADDIN PLAYING CARDS GILDED EDGES THE NATIONAL CARD CO. MADE IN U.S.A. (PACKAGING)	US 0523255	Playing Cards	Registered Supplement al Register	3/28/50
21	US 1189274	Playing Cards	Registered	2/09/82
44	US 0829419	Playing Cards	Registered	5/30/67
48	US 0555116	Playing Cards	Registered	2/19/52
606	US 0260836	Playing Cards	Registered	8/27/29
808 (DESIGN)	US 0151272	Playing Cards	Registered	1/24/22
808 BICYCLE PLAYING CARDS AIR- CUSHION FINISHE MADE IN U.S.A. (PACKAGING)	US 0522851	Playing Cards	Registered Supplement al Register	3/21/50
88	US 1,419,992	Playing Cards	Registered	12/09/86
88	US 1,419,992	Playing Cards	Registered	12/09/86
92 (DESIGN)	US 0060314	Playing Cards	Registered	2/05/03

³ Disclosure as to U.S. Trademarks only

TRADEMARKS-UNITED STATES OF AMERICA³**THE UNITED STATES PLAYING CARD COMPANY**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILIN G DATE</u>
92 (DESIGN)	US 0060314	Playing Cards	Registered	2/05/03
97 (DESIGN)	US 0052552	Playing Cards	Registered	5/15/06
97 (DESIGN)	US 0052552	Playing Cards	Registered	5/15/06
999 BRAND OF THE STEAMBOAT U.S. PLAYING CARDS MADE IN U.S.A. (PACKAGING)	US 0523252	Playing Cards	Registered Supplement al Register	3/28/50
A (DESIGN)	US 2049103	Playing Cards	Registered	4/1/97
A STREAMLINE PLAYING CARDS (DESIGN)	US 1686416	Playing Cards	Registered	5/12/92
A DOUGHERTY LINOID FINISH TALLY-HO NO. 9NO. 9 PLAYING CARDS MADE IN U.S.A. (PACKAGING)	US 0523258	Playing Cards	Registered Supplement al Register	3/28/50
A (DESIGN)	US 1301613	Playing Cards	Registered	10/23/84
A. DOUGHERTY (DESIGN)	US 0295528	Playing Cards	Registered	7/05/32
AIR-CUSHION FINISH	US 0062565	Playing Cards	Registered	5/14/07
ALADDIN	US 0048877	Playing Cards	Registered	1/16/06
AMERICAN PLAYING CARD COMPANY (DESIGN)	US 0584405	Playing Cards	Registered	1/05/54
ANGEL BACKS	US 0053131	Playing Cards	Registered	5/29/06
APOLLO	US 0048885	Playing Cards	Registered	1/16/06
ARISTOCRAT (DESIGN)	US 0094671	Playing Cards	Registered	12/23/13

TRADEMARKS-UNITED STATES OF AMERICA³**THE UNITED STATES PLAYING CARD COMPANY**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILIN G DATE</u>
ARRCO	US 0902541	Playing cards, magnetic playing card sets, automatic playing card shufflers, and cribbage boards.	Registered	11/17/70
ASTRONAUT	US 0730730	Playing Cards	Registered	5/01/62
AVIATOR	US 0256622	Playing Cards	Registered	5/21/29
AVIATOR (DESIGN)	US 1799328	Playing Cards	Registered	10/19/93
AVIATOR (DESIGN)	US 1799327	Playing Cards	Registered	10/19/93
AVIATOR (DESIGN)	US 1794974	Playing Cards	Registered	9/28/93
BATTLE AXE (DESIGN)	US 0167072	Playing Cards	Registered	4/24/23
"BEE"	US 0049107	Playing Cards	Registered	1/23/06
"BEE" NO.92 CLUB SPECIAL STANDARD (DESIGN)	US 1771384	Playing Cards	Registered	5/18/93
BICYCLE E-Z-SEE LOVISION BICYCLE LOVISION JUMBO INDEX (PACKAGING)	US 1712831	Playing Cards	Registered Supplemental Register	9/01/92
BICYCLE RUMMY (DESIGN)	US 1659725	Playing Cards	Registered	10/08/91
BICYCLE PINOCHLE (DESIGN)	US 1682008	Playing Cards	Registered	4/07/92
BICYCLE	US 2055812	Hand held units for playing electronic games.	Registered	4/22/97
BICYCLE PLAYING CARDS NO. 808 SECONDS MADE IN U.S.A.	US 0523253	Playing Cards	Registered Supplemental Register	3/28/50

TRADEMARKS-UNITED STATES OF AMERICA³

THE UNITED STATES PLAYING CARD COMPANY

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILIN G DATE</u>
(PACKAGING)				
BICYCLE PLAYING CARDS AIR-CUSHION FINISH THE U.S. PLAYING CARD CO. MADE IN THE U.S.A. 808 (PACKAGING)	US 0578691	Playing Cards	Registered Supplement al Register	8/26/52
BICYCLE (DESIGN)	US 2055811	Hand held units for playing electronic games.	Registered	4/22/97
BICYCLE	US 0048891	Playing Cards	Registered	1/16/06
BICYCLE EUCHRE (DESIGN)	US 1635476	Playing Cards	Registered	2/19/91
BICYCLE (DESIGN)	US 1634808	Playing Cards	Registered	2/12/91
BIG BICYCLE	US 0922750	Playing Cards	Registered	10/26/71
BIKE (DESIGN)	US 0064232	Playing Cards	Registered	7/30/07
BLUE RIBBON (DESIGN)	US 0118332	Playing Cards	Registered	8/28/17
BONUS	US 1901704	Playing Cards	Registered	6/27/95
BROADWAY (DESIGN)	US 0172312	Playing Cards	Registered	8/28/23
CAMBRIC	US 0138079	Playing Cards	Registered	12/14/20
CARAVAN (DESIGN)	US 0544609	Playing Cards	Registered	7/03/51
CARAVAN PLAYING CARDS AIR CUSHION FINISH 491 WE CLAIM EXCLUSIVE TRADE MARK RIGHTS IN ACE OF SPADES, JOKER, NAME, BACK DESIGN, CASE DESIGN AND NAME OF FINISH USED ON OUR VARIOUS CARDS (PACKAGING)	US 2095277	Playing Cards	Registered	9/09/97
CASINO (DESIGN)	US 1233518	Playing Cards	Registered	4/05/83

TRADEMARKS-UNITED STATES OF AMERICA³**THE UNITED STATES PLAYING CARD COMPANY**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILIN G DATE</u>
CASINO	US 1233519	Playing Cards	Registered	10/08/88
CEL-U-TONE (DESIGN)	US 0260837	Playing Cards	Registered	8/27/29
CHAMPION	US 2,097,927	Playing Cards	Registered	9/16/97
CLUB CASINO (DESIGN)	US 1233517	Playing Cards	Registered	4/05/83
CLUB RENO (DESIGN)	US 0401715	Playing Cards	Registered	6/01/43
CLUB SPECIAL (DESIGN)	US 0275340	Playing Cards	Registered	9/23/30
CLUB CASINO	US 1233516	Playing Cards	Registered	4/05/83
CONGRESS	US 0049420	Playing Cards	Registered	2/06/06
CONSOLIDATED DOUGHERTY	US 0763837	Playing Cards	Registered	1/28/64
CONTINENTAL FOUR INDEX	US 0912834	Playing Cards	Registered	6/08/71
DESIGN ONLY	US 2039305	Hand held units for playing electronic games.	Registered	2/18/97
DESIGN ONLY	US 1709997	Playing Cards	Registered	8/25/92
DESIGN ONLY	US 1437282	Playing Cards	Registered	4/21/87
DESIGN ONLY	US 1636901	Playing Cards	Registered	3/05/91
DESIGN ONLY	US 1396787	Playing Cards	Registered	6/10/86
DESIGN ONLY	US 30264	Playing Cards	Registered	3/31/91
DESIGN ONLY	US 1377172	Playing Cards	Registered	1/07/86
DESIGN ONLY	US 0204255	Playing Cards	Registered	10/13/25
DESIGN ONLY	US 0155547	Playing Cards	Registered	5/30/22
DESIGN ONLY	US 0060313	Playing Cards	Registered	2/05/07

TRADEMARKS-UNITED STATES OF AMERICA³**THE UNITED STATES PLAYING CARD COMPANY**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILIN G DATE</u>
DESIGN ONLY	US 0055524	Playing Cards	Registered	8/14/06
DESIGN ONLY	US 0055100	Playing Cards	Registered	8/07/06
DESIGN ONLY	US 0051202	Playing Cards	Registered	4/10/06
DESIGN ONLY	US 0048763	Playing Cards	Registered	1/07/86
DESIGN ONLY	US 0047550	Playing Cards	Registered	11/07/05
DESIGN ONLY	US 0023782	Playing Cards	Registered	11/07/93
DESIGN ONLY	US 0735606	Playing Cards	Registered	8/07/62
DESIGN ONLY	US 0555115	Playing Cards	Registered	2/19/52
DESIGN ONLY	US 1951979	Hand held units for playing electronic games.	Registered	1/23/96
DESIGN ONLY	US 0143499	Playing Cards	Registered	5/31/21
DESIGN ONLY	US 0153340	Playing Cards	Registered	3/14/22
DESIGN ONLY	US 0151273	Playing Cards	Registered	1/24/22
DESIGN ONLY	US 0153892	Playing Cards	Registered	3/28/22
DESIGN ONLY	US 0153893	Playing Cards	Registered	3/28/22
DESIGN ONLY	US 0153633	Playing Cards	Registered	3/21/22
DESIGN ONLY	US 0153634	Playing Cards	Registered	3/21/22
DESIGN ONLY	US 0695587	Playing Cards	Registered	4/05/60
DIAMOND	US 0899141	Playing Cards	Registered	9/22/70
DURATONE (DESIGN)	US 0516848	Playing Cards	Registered	10/25/49
-E-Z-SEE	US 1118097	Playing Cards	Registered	2/15/81
FIVE HUNDRED (DESIGN)	US 71011919	Playing Cards	Registered	5/22/06
GYPSY WITCH	US 0898675	Playing Cards	Registered	9/15/70
HAMILTON	US 0555111	Playing Cards	Registered	2/19/52

TRADEMARKS-UNITED STATES OF AMERICA³**THE UNITED STATES PLAYING CARD COMPANY**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILIN G DATE</u>
(DESIGN)				
HYGRADE PAN	US 1404879	Playing Cards	Registered	8/12/86
JUMBO INDEXES (DESIGN)	US 0058601	Playing Cards	Registered	12/18/06
KING (DESIGN)	US 0731109	Playing Cards	Registered	5/08/62
LEAGUE (DESIGN)	US 0051751	Playing Cards	Registered	4/24/06
LEISURE	US 0731110	Playing Cards	Registered	5/08/62
LOVISION (DESIGN)	US 1070609	Playing Cards	Registered	8/02/77
MATCH PATCH	US 0715385	Playing cards adapted for use by children in playing games.	Registered	5/16/61
METRO	US 0731111	Playing Cards	Registered	2/20/62
MIDWAY	US 1188624	Playing Cards	Registered	2/02/82
MOGUL (DESIGN)	US 0154143	Playing Cards	Registered	4/04/22
MOHAWK (DESIGN)	US 0554651	Playing Cards	Registered	2/12/52
NATIONAL (DESIGN)	US 0059044	Playing Cards	Registered	1/01/07
NEVADA	US 0726940	Playing Cards	Registered	1/30/62
NEW FAN (DESIGN)	US 0051755	Playing Cards	Registered	4/24/06
NO 77	US 0735607	Playing Cards	Registered	8/07/62
NO. 33 SUPERIOR APOLLO PLAYING CARDS ALUMINUM SURFACE AIR- CUSHION FINISH THE NATIONAL CARD CO MADE IN U.S.A. (PACKAGING)	US 0523256	Playing Cards	Registered Supplement al Register	3/28/50
NO. 68 (DESIGN)	US 0829407	Playing Cards	Registered	5/30/67

TRADEMARKS-UNITED STATES OF AMERICA³**THE UNITED STATES PLAYING CARD COMPANY**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILIN G DATE</u>
NO. 43 (DESIGN)	US 0557010	Playing Cards	Registered	4/01/52
NO. 92 CLUB SPECIAL "BEE" PLAYING CARDS CLUB SPECIAL CAMBRIC FINISH "BEE" NO. 92 (PACKAGING)	US 0557788	Playing Cards	Registered Supplement al Register	4/15/52
PO-KE-NO (DESIGN)	US 0366741	Playing Cards	Registered	4/25/39
QUEEN (DESIGN)	US 0731112	Playing Cards	Registered	5/08/62
RACER (DESIGN)	US 0049803	Playing Cards	Registered	2/20/06
RAMBLER (DESIGN)	US 0048874	Playing Cards	Registered	1/16/06
RAMBLER NO. 23 GILT EDGES SUPERIOR SURFACE ALUMINUM SLIP & FINISH ALUMINUM WATER PROOF FINISH PLAYING CARDS THE NATIONAL CARD CO. MADE IN U.S.A. (PACKAGING)	US 0523254	Playing Cards	Registered Supplement al Register	3/28/50
REGAL (DESIGN)	US 0058380	Playing Cards	Registered	12/11/06
RIDER	US 0829727	Playing Cards	Registered	6/06/67
ROYALE (DESIGN)	US 0360030	Playing Cards	Registered	9/06/38
SQUEEZE TRIP (DESIGN)	US 0052014	Playing Cards	Registered	5/01/06
SQUEEZERS (DESIGN)	US 0049103	Playing Cards	Registered	1/28/86
STREAMLINE	US 30263	Playing Cards	Registered	3/31/91
STREAMLINE	US 1186693	Playing Cards	Registered	1/19/82
STREAMLINE FRONT	US 30677	Playing Cards	Registered	8/26/92

TRADEMARKS-UNITED STATES OF AMERICA³**THE UNITED STATES PLAYING CARD COMPANY**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILIN G DATE</u>
PANEL				
TAHOE	US 1189273	Playing Cards	Registered	2/09/82
TALLY-HO (DESIGN)	US 0548306	Playing Cards	Registered	9/18/51
THE NATIONAL CARD CO. (DESIGN)	US 0133071	Playing Cards	Registered	7/06/20
THE PLAYING CARD PEOPLE	US 1063317	Playing Cards	Registered	4/12/77
TORPEDO (DESIGN)	US 0544610	Playing Cards	Registered	7/03/51
TRAIL DRIVE	US 0715386	Playing cards adapted for use by children in playing games.	Registered	5/16/61
TRIUMPH (DESIGN)	US 0257856	Playing Cards	Registered	6/18/29
UNITED STATES U.S. (DESIGN)	US 005872	Playing Cards	Registered	12/18/06
US (DESIGN)	US 1267938	Playing Cards	Registered	2/21/84
USPC (DESIGN)	US 2151384	Collectible Card Games	Registered	4/14/98
VOGUE (DESIGN)	US 0510321	Playing Cards	Registered	5/31/49
WE THEY (DESIGN)	US 0247877	Playing Cards	Registered	10/09/28
BICYCLE	US 75/777108	Computer Software	Pending	8/17/99
PATRIOTIC	US 75/782736	Playing Cards	Pending	8/21/99
SEE THE WORLD	US 75/778195	Card Games	Pending	8/17/99
TOTAL IT!	US 75/784842	Card Games	Pending	8/17/99
W3	US 75/777106	Card Games	Pending	8/17/99

**SCHEDULE B
TO
TRADEMARK SECURITY AGREEMENT**

License Agreements

Licensor	Name of Property	Territory	Expiration Date	Extension of Term	Articles
Alkire, Randall	Crazy Rummy, game rules	Worldwide	02/28/01	None	Playing card games
Anheuser-Busch, Inc.	Budweiser and designs	United States, its territories and possessions	09/30/01	None	Playing cards
Chevrolet Motors Corp.*	Chevrolet, Chevy, and various car models	United States, Canada, and Military bases worldwide	06/30/00	None	Playing cards
Coca-Cola Company*	Coca-Cola, Coke	United States, Canada, United Kingdom	12/31/00	None	Playing cards; Playing cards in tins.
Coca-Cola / NASCAR* (Dual License Agreement)	Coca-Cola, NASCAR, Third party licensor, Driver/Owner, Coca-Cola Ltd.	US and Japan and Canada	12/31/00	3 years (2003). Licensee must notify Licensor in writing after the 1 st day of July, 2000 and on or before July 31, 2000.	micro-mini, mini, standard, & jumbo sized playing card decks sold in cardboard and/or tin packaging, playing cards
Binney & Smith Properties, Inc.	Crayola and designs	United States and its territories	12/31/01	None	Playing cards, children's card games, educational cards
The Curtis Publishing Company	Saturday Evening Post	United States, its territories, and Canada	03/31/00	None	Playing cards & playing cards in a collectible tin
Dale Earnhardt, Inc.	Action/Sports Image	United States and Canada	12/31/00	None	Playing cards with collectible tin
Disney Enterprises, Inc.	A Bug's Life	United States US PX's(No Puerto Rico unless US stores have stores in PR), Guam, Commonwealth of Northern Mariana Is. & Palau.	12/31/99 (in sell off period)	None	Playing Cards, gift sets, activity decks
Disney Enterprises, Inc.	Mulan	Same as above.	12/31/99 (in sell off period)	None	Playing cards, gift sets, die-cut playing cards
Disney Enterprises, Inc.	Simba's Pride	Same as above.	12/31/99 (in sell off period)	None	Playing Cards, gift sets, playing card safari pads
Dreamworks	Small Soldiers	United States,	12/31/99	None	Playing cards

* Asterisk indicates Trademark License Only

Licensor	Name of Property	Territory	Expiration Date	Extension of Term	Articles
L.L.C.		US military bases and Canada	(in sell off period)		
Elvis Presley Enterprises, Inc.	All Shook Up, Blue Suede Shoes, Come Home to Rock'N'Roll, Don't Be Cruel, Elvis, Elvis A. Presley, and many others	United States, its territories and possessions Australia, Canada, Japan, and Mexico	12/31/01	None	Playing cards, and/or playing cards with collectible tin
Expert Software (Licensee) USPC (Licensor)*	Bee brand, Ace of Spades, Joker, Diamond Back; Bicycle Brand, Ace of Spades, Joker; 808 Bicycle Back Design & Case Design; Aviator, Ace of Spades, Joker, Brand, Back & Case Design	Worldwide w/ some restrictions	08/01/01 Terminated on 2/3/00	Renewal in 3 year terms	Solitaire, Baccarat, Gin Rummy, Black Jack, Poker, Bridge Cribbage, Roulette software for personal computer or Macintosh line or software for arcade games
Harley - Davidson Motor Co.	Harley-Davidson Logo	United States, Canada and Mexico	5/31/00	None	Playing cards
JG Motorsports, Inc.	Gordon (name, image and likeness) and race car	United States, its territories & possessions	12/31/00	May be renewed by writing signed by each party	Two decks of playing cards in Limited Edition Collectible Tins
Major League Baseball Properties, Inc.	Various Baseball Teams	United States, District of Columbia, Puerto Rico, US territories & possessions, U.S. military bases worldwide.	12/31/99	None	Miniature, jumbo & regular cards
Microsoft Corporation (Licensee) USPC (Licensor)*	Bicycle, Bee, Aviator and related designs	Worldwide	1/25/10	5 year terms unless notice given by either party	On-line systems, Operating Systems
National Assn. for Stock Car Auto Racing, Inc. (NASCAR)*	NASCAR & Design	US, its territories & possessions, Puerto Rico, US military bases, Canada	12/31/00	None	NASCAR playing cards, NASCAR trivia
National Football League Properties, Inc.	NFL football teams and logos	United States, District of Columbia, Puerto Rico, U.S. territories & possessions, including U.S. military bases worldwide	12/31/99	None	NFL Trivia playing cards, Play Football playing card game
Nintendo of America Inc.	Pokémon, characters and designs	United States, Canada, Mexico, and US Military Installations	12/31/01	No renewal	Playing cards/card game, Mini playing cards packaged in clear vinyl pack
Paws Incorporated	Garfield	US, US PX's, Peru, Canada,	12/31/99 (in sell off period)	None	Playing Cards sold as decks or as

Licensor	Name of Property	Territory	Expiration Date	Extension of Term	Articles
		Bahamas, Bermuda, Costa Rica, Venezuela, Uruguay, Argentina, Philippines, and Chile			collectibles in tins, playing card games and Magic game cards
Remington Arms Company, Inc.	Remington	United States	5/26/00	Negotiated 90 days prior to contract expiration	Playing cards
U.S. Games Systems, Inc.	DUO-EIN-SPIEL-FUR 2-6 SPIELER (Duo Card Game)	United States, US PX's and Canada	03/05/03	Renewal in 5 year terms	Duo Card Game
U.S. Games Systems, Inc.	Wizard Card Game	United States and its possessions	03/05/03	Renewal in 5 year terms	Wizard Card Game
Warner Bros. Consumer Products	Looney Tunes, and all of the Bugs Bunny cartoon characters	United States, Puerto Rico and Virgin Islands	12/31/99 (in sell off period)	None	Playing cards, Die-cut, collectable tins, flash and game cards, collectible card games
Warner Bros. Consumer Products	PowerPuff Girls: Blossom, Bubbles, Buttercup, Professor Utonium, Ms. Keane, Mayor, Sara Bellum, Talking Dog, Mojo Jojo, Fuzzy Lumpkins, Him, the Amoeba Boys and Roach Coach	United States, Puerto Rico, US Virgin Islands, and US Military Bases exc. Guam and Saipan	8/31/2001	None	Card games, playing cards and mini decks
Warner Bros. Consumer Products	Scooby-Doo, Fred Jones, Daphne Blake, Velma Dinkly, Shaggy Rogers, Mystery Machine.	United States, Puerto Rico & the US Virgin Islands	06/30/00	None	Playing cards, playing card games
World Championship Wrestling, Inc.	WCW, and all wrestlers' names and logos	US, it's territories & possessions, US Military Bases & Canada	12/31/01	None	Action oriented card game.

STATE OF OHIO)
) SS
COUNTY OF Hamilton)

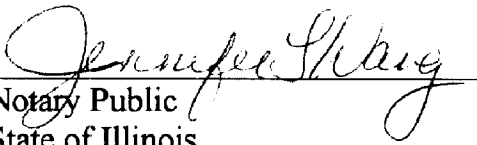
The foregoing Trademark Security Agreement was acknowledged before me this 28th day of February, 2000, by Charles R. Zunk a President of The United States Playing Card Company, a Delaware corporation, on behalf of such corporation.

Kimberly D. Poush
Notary Public
Ham. County, Ohio
My commission expires: 6/14/03

KIMBERLY BUSH
Notary Public, State of Ohio
My Commission Expires June 14, 2003

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was acknowledged before me this 29th day of February, 2000, by Kenneth J. Kramer, a First Vice President of Bank One, NA, with its principal office in Chicago, Illinois, a national banking association, on behalf of such association.


Notary Public
State of Illinois
My commission expires: 6/30/03

