

06-06-2000



101374573

RECORDATION FORM COVER SHEET
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

Merger
Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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.)

06/06/2000 JSHABAZZ 00000027 75268028

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 1100.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 002084 FRAME: 0043

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)

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.

Allison S. Russell

Allison S. Russell

May 9, 2000

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

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Formerly

Individual General Partnership Limited Partnership Corporation Association

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Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

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Composed of

Address (line 1)

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Mark if additional numbers attached

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Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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Registration Number(s)

R1410507	R1498634	R2161615
R1482974	R871578	R2076540
R1499561	R905157	R2227936
R799531	R1858461	R221110
R1699052	R940276	R1871895
R1849240	R1557974	R1755287
R1512654	R783866	R1856276

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

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DBA/AKATA

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Registration Number(s)

R1214857	R803427	<input type="text"/>
R1895095	R1140727	<input type="text"/>
R540143	R1153114	<input type="text"/>
R2132555	R1173202	<input type="text"/>
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RELEASE AND ASSIGNMENT OF TRADEMARKS AND TRADEMARK LICENSES

Reference is made to that certain Intellectual Property Security Agreement (the "Security Agreement") executed by Gibson Greetings, Inc., whose address is now 100 East RiverCenter Blvd., Covington, Kentucky 41011 and GGIP, Inc., whose address is now 100 East RiverCenter Blvd., Covington, Kentucky 41011 (Gibson Greetings, Inc. and GGIP, Inc. are together, "Grantor"), in favor of General Electric Capital Corporation ("General Electric"), whose address is 201 High Ridge Road, Stamford, CT 06927-5100, which Security Agreement was entered into on November 30, 1999 and recorded in the United States Patent and Trademark Office on December 20, 1999 at Reel/Frame No. 002004/0551 and pursuant to which the Grantor assigned and granted to General Electric a security interest in the following (collectively, the "Trademark Property"):

- (a) All of its Trade marks and Trademark Licenses to which it is a party, whether as licensor or licensee;
- (b) All reissues, continuations or extensions of the foregoing;
- (c) All goodwill of the business connected with the use of, and symbolized by each Trademark and Trademark License; and
- (d) All products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark licensed under any Trademark License and any injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License; and

WHEREAS, General Electric wishes to release, transfer, and assign to Grantor, without representation or warranty, and without recourse, all of General Electric's right, title, and interest in and to the Trademark Property;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, General Electric hereby releases, transfers, and assigns to Grantor, without representation or warranty and without recourse, all of General Electric's right, title, and interest in and to the Trademark Property, including, without limitation, the Trademarks and Trademark Licenses listed on Schedule A attached hereto, and the goodwill, reissues, continuations, extensions, products and proceeds associated therewith.



05-12-2000

U.S. Patent & TMO/ TM Mail Rpt Dt. #22

D

RELEASE AND ASSIGNMENT OF INTELLECTUAL PROPERTY

Reference is made to that certain Intellectual Property Security Agreement (the "Security Agreement") executed by Gibson Greetings, Inc., whose address is now 100 East RiverCenter Blvd., Covington, Kentucky 41011 and GGIP, Inc., whose address is now 100 East RiverCenter Blvd., Covington, Kentucky 41011 (Gibson Greetings, Inc. and GGIP, Inc. are together, "Grantor"), in favor of General Electric Capital Corporation ("General Electric"), whose address is 201 High Ridge Road, Stamford, CT 06927-5100, which Security Agreement was executed on November 30, 1999 and recorded in the United States Patent and Trademark Office on December 20, 1999 at Reel/Frame No. 002004/0551 and Reel/Frame No. 010452/0456 and the United States Copyright Office on December ____, 1999 at _____ and pursuant to which the Grantor assigned and granted to General Electric a security interest in the following (collectively, the "Intellectual Property"):

- (a) All of its Patents and Patent Licenses to which it is a party, whether as licensor or licensee;
- (b) All of its Trademarks and Trademark Licenses to which it is a party, whether as licensor or licensee;
- (c) All of its Copyrights and Copyright Licenses to which it is a party, whether as licensor or licensee and including all unregistered Copyrights;
- (d) All reissues, continuations or extensions of the foregoing;
- (e) All goodwill of the business connected with the use of, and symbolized by each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and
- (f) All products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or Copyright licensed under any Copyright License; and

WHEREAS, General Electric wishes to release, transfer, and assign to Grantor, without representation or warranty, and without recourse, all of General Electric's right, title, and interest in and to the Intellectual Property and the goodwill associated therewith;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, General Electric hereby releases, transfers, and assigns to Grantor, without representation or warranty and without recourse, all of General Electric's right, title, and interest in and to the Intellectual Property and the goodwill associated therewith.

TRADEMARK
REEL: 002084 FRAME: 0049

**Registration Number(s)
(Continuation)**

R1214857
R1895095
R540143
R2132555

R803427
R1140727
R1153114
R1173202

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 30, 1999, is made by GIBSON GREETINGS, INC., a Delaware corporation ("Gibson") and GGIP, Inc., a Delaware corporation ("GGIP"; Gibson and GGIP are, together, "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor; and

WHEREAS, in consideration of Lenders making the Loans and incurring the Letter of Credit Obligations as provided for in the Credit Agreement, Grantor has agreed to pledge to Agent, on behalf of itself and Lenders, a continuing first priority security interest in the Intellectual Property Collateral (as hereinafter defined);

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

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

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantor now or hereafter existing from time to time, Grantor hereby pledges and grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following property, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"), to the extent not prohibited by any restrictions in the licenses referred to below:

(a) all of its Patents and Patent Licenses to which it is a party, whether as licensor or licensee, including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party, whether as licensor or licensee, including those referred to on Schedule I hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party, whether as licensor or licensee, including those referred to on Schedule I hereto and including all unregistered Copyrights;

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

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, registered Trademark, application for registration of Trademark, registered Copyright or application for registration of Copyright except as set forth in Schedule I hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on all of Grantor's Patents, Trademarks and Copyrights. Upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, such security interests will be perfected security interests in favor of Agent in all of Grantor's United States registered Copyrights, applications for registration of Copyrights, Trademarks and Patents and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary to perfect Agent's Lien on Grantor's United States Patents, Trademarks, registered Copyrights and applications for registration of Copyrights shall have been duly taken.

4. COVENANTS. Grantor covenants and agrees with Agent, on behalf of itself and Lenders, that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Agent immediately if it knows that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or

development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prompt, but in any event, within three (3) Business Days of such filing, written notice thereof, and, upon request of Agent, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Lender to file, maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents, material Trademarks and material Copyrights (now or hereafter existing), including the filing of applications with respect to any existing or future unregistered but material copyrightable works, applications for renewal, affidavits of use, affidavits of incontestability and opposition and interference and cancellation proceedings

(d) In the event that any of the material Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Agent promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent reasonably shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5 SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interests in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6 REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant

to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a “voidable preference,” “fraudulent conveyance,” or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

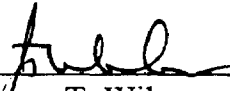
7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

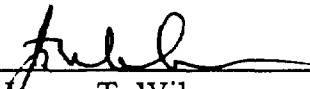
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GIBSON GREETINGS, INC.


By: 
Name: James T. Wilson
Title: Executive Vice President of Finance &
Operations and Chief Financial Officer

GGIP, INC.

By: 
Name: James T. Wilson
Title: Vice President

ACCEPTED and ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 
Name: CHRISTOPHER COX
Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut)
COUNTY OF Fairfield)

ss. Stamford

On this 30th day of November, 1999 before me personally appeared James T. Wilson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GIBSON GREETINGS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

James P. Mordy
Notary Public

{seal}

My Commission Exp. Nov. 30, 2000

STATE OF Connecticut)
COUNTY OF Fairfield)

ss. Stamford

On this 30th day of November, 1999 before me personally appeared James T. Wilson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GGIP, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

James P. Mordy
Notary Public

{seal}

My Commission Exp. Nov. 30, 2000

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents, Trademarks and Copyrights

A. PATENTS

	<u>Patent</u>	<u>Patent No.</u>	<u>Issue Date</u>
1.	Character Figure	D.413,637	09/07/99
2.	Shipment and Display fixture for cards	5,513,745	05/07/96
3.	Modular display structure	3,901,164	08/26/75
4.	Greeting card display and storage fixture	D 370,140	05/28/96
5.	Combined collapsible greeting card and toy	D 308,223	05/29/90

B. PATENT APPLICATIONS

None

C. TRADEMARK REGISTRATIONS

1. See List of Registered Marks and List of Foreign Registered Trademarks attached hereto.
2. "Success" - Registration No. 1,807,428 - abandoned

D. TRADEMARK APPLICATIONS

1. See List of Pending Registrations attached hereto.

E. COPYRIGHT REGISTRATIONS

	<u>Copyright</u>	<u>Req. No.</u>	<u>Req. Date</u>
1.	Claude	VA 942-725	07/10/98
2.	Mr. Excuses	VA 920-703	07/14/98
3.	Buddy Brown Noser	VA 920-787	07/14/98
4.	The Boss	VA 920-786	07/14/98
5.	Ms. Administrative Assistant	VA 920-788	07/14/98

33.	Batty Bills	K: 73204	
34.	Just for You; a Special Collection of Inspiration Verses	A: 906116	
35.	E.D. Release	K: 89979	
36.	Rounders and Romantics Promotions	K: 89978	
37.	Sensitivity Sampler	K: 89294	
38.	To comfort you: inspired thoughts/by Helen Steiner Rice	TX-1-696-310	12/6/85
39.	To comfort you. By Gibson Art Company	RE-270-862	12/20/85
40.	The Promise of Easter. By Gibson Art Company	RE-270-863	12/20/85
41.	God loves us/ by Helen Steiner Rice	TX-2-252-301	12/20/85
42.	God loves us. By Gibson Art Company	RE-385-529	12/30/85
43.	Christmas and the Christ child/ Helen Steiner Rice	RE-594-773	10/28/91
44.	Gibson Greetings, Inc.: Forbes special situation survey, supplementary review	TX-3-436-950	10/21/92
45.	[Robin & Mariah, Morgan mare & filly: no. D15C-12A]	VA-328-246	10/20/88
46.	Joy Ride: [no. K1079]. A Frosty day: [no. K985]. Harpers Ferry: [no. K1095]... [et al.]/Grandma Moses [i.e. Anna Mary Robertson Moses]	VA-369-269	9/14/89

47. Crash VA-957-405 7/10/98
48. Cool Clyde VA-957-406 7/10/98
49. See attached list of copyright registrations assigned to Borrower.

F. COPYRIGHT APPLICATIONS

None.

G. LICENSES

See the schedule of trademark and copyright licenses attached hereto. In addition, IP Subsidiary has licensed to Borrower all unregistered copyrights owned by IP Subsidiary pursuant to a license dated as of November 30, 1999.

H. OTHER INTELLECTUAL PROPERTY

1. Web site address: gibsongreetings.com

H:\GIBSON\INPRAGT4.SCH

May 6, 1999

GIBSON GREETINGS, INC.

<u>REGISTERED MARK</u> (Current)	<u>REGISTERED NUMBER</u>	<u>REGISTERED/RENEWED DATE</u>	<u>AFFIDAVIT OF USE DUE*</u>	<u>AFFIDAVIT FILED</u>	<u>RENEWAL DATE</u>	<u>REGISTERED USE</u>
BUSZA	1,372,440	11/26/85	11/26/90	yes	11/26/05	greeting cards, gift wrap, party papers
COLOR MAGIC	871,578	06/24/89R	06/24/74	yes	06/24/09	gift ribbon and wrap/tissue, foil cellophane
ESTAMPA	1,071,095	01/03/95	01/03/00	-	01/03/05	greeting cards
EVERYTHING CURED	1,347,931	07/09/85	07/09/90	yes	07/09/05	fixture system
EVERYTHING-UP SYSTEM, THE	1,214,857	11/02/82	11/02/87	yes	11/02/02	display units for greeting cards; racks
E-Z UP	1,095,095	05/23/95	05/23/00	-	05/23/05	combined display and shipping container fabricated of cardboard for greeting cards; calendars and like flat goods
Fleur-de-lis symbol	1,482,974	04/05/88	04/05/93	yes	04/05/08	greeting cards, paper napkins, tablecloth and doilies, streamers, stickers, posters, gift wrap, paper certificates and novel hats
	1,050,461	10/10/94	10/10/99	-	10/10/04	decorative magnets, paper bookmarks and paper gift bags
FOR HEAVEN'S SAKE	1,360,959	11/05/85	11/05/90	yes	11/05/05	greeting cards
GIBSON & Fleur-de-lis	783,866	01/26/85R	01/26/70	yes	01/26/05	greeting cards, note paper, seals, par-decor and supplies, gift wrap, ribbon boxes, stationery
	1,350,604	07/23/85	07/23/90	yes	07/23/05	calendars and paper stickers
GLOWING MOMENTS	2,161,615	06/02/90	06/02/03	-	06/02/08	candles
HEART TO HEART	540,143	03/27/91R	03/27/56	yes	03/27/01	greeting cards
HOT OFF THE PRESS	1,490,634	09/02/88	09/02/93	yes	09/02/08	greeting cards
INSPIRATIONAL	905,157	12/29/90R	12/29/75	yes	12/29/00	greeting cards
JEAN V O'BRIEN	1,349,325	07/16/85	07/16/90	yes	07/16/05	greeting cards, calendars
JOY OF SOX, THE	1,344,377	06/25/85	06/25/90	yes	06/25/05	greeting cards, calendars, booklets
KINRY KOALA (little bear design)	1,379,134	01/21/86	01/21/91	yes	01/21/06	greeting cards

*One year from date to file

47. Crash VA-957-405 7/10/98
48. Cool Clyde VA-957-406 7/10/98
49. See attached list of copyright registrations assigned to Borrower.

F. COPYRIGHT APPLICATIONS

None.

G. LICENSES

See the schedule of trademark and copyright licenses attached hereto. In addition, IP Subsidiary has licensed to Borrower all unregistered copyrights owned by IP Subsidiary pursuant to a license dated as of November 30, 1999.

H. OTHER INTELLECTUAL PROPERTY

1. Web site address: gibsongreetings.com

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May 6, 1999

<u>REGISTERED MARK (Current)</u>	<u>REGISTERED NUMBER</u>	<u>REGISTERED/ RENEWED DATE</u>	<u>AFFIDAVIT OF USE DATE*</u>	<u>AFFIDAVIT FILED</u>	<u>RENEWAL DATE</u>	<u>REGISTERED USE</u>
KIRBY MOALA (words only)	1,366,869	11/05/85	11/05/90	yes	11/05/05	greeting cards
LIFE AS WE KNOW IT	1,699,052	07/07/92	07/07/97	yes	07/07/02	greeting cards
MAGIC OF THOUGHTFULNESS, THE	803,027	02/08/88R	02/08/71	yes	02/08/06	greeting cards
MESSAGES OF FAITH, HOPE AND LOVE	2,076,540	07/01/97	07/01/02	-	07/01/07	greeting cards
MUTTY 'ANNOUNCEMENTS	799,531	11/30/85R	11/30/70	yes	11/30/05	greeting cards
PLAY CARD	1,173,202	10/13/81	10/13/86	yes	10/13/01	greeting cards
PLEASANT THOUGHTS	940,276	08/08/92R	08/08/75	yes	08/08/02	ribbons and bows, gift wrap/tissue, greeting cards
PLEASANT THOUGHTS	1,360,575	11/05/85	11/05/90	yes	11/05/05	calendars and packaged notes
PREMIERE COLLECTION, THE	1,755,287	03/02/93	03/02/90	yes	03/05/03	gift wrap, ribbons and bows
PRODUCTIVITY PLUS	1,856,276	09/27/94	09/27/99	-	09/27/04	retail store product display fixtures
RIPPLE EFFECTS	2,132,555	01/27/98	01/27/03	-	01/27/08	greeting cards ()
SILLY SLANGERS	2,211,110	12/15/98	12/15/03	-	12/15/08	plush toys, namely toys with impact-activated sound modules
SWEET PEA	1,140,727	10/21/80	10/21/85	yes	10/21/00	greeting cards and calendars
TEDDY NUZZLES	1,499,561	08/09/88	08/09/93	yes	08/09/08	greeting cards, stuffed plush
TENDER THOUGHTS	1,557,974	09/26/89	09/26/94	yes	09/26/09	paper napkins, paper tablecloths, paper plates and cups
TENDER THOUGHTS	2,227,936	03/02/99	03/02/04	-	03/02/09	Christmas ornaments
WOMEN'S WRITES	1,153,114	05/05/81	05/05/86	yes	05/05/01	greeting cards
WRITE ALTERNATIVE, THE	1,410,507	09/23/86	09/23/91	yes	09/23/06	greeting cards
WRITE ALTERNATIVE, THE	1,512,654	11/15/88	11/15/93	yes	11/15/08	greeting cards

*One year from date to file

ITU/PENDING REGISTRATIONS

	<u>DATE SENT OFF</u>	<u>App. Serial No.</u>	<u>Filing Date</u>
BEARING BLESSINGS	10/25/95 (abandoned)		
BULLSEYE PRODUCTIONS	3/98	75-485915	5/15/98
COOL STUFF	11/7/97	75-390908	11/17/97
HANDS ON	4/1/97	75-268028	4/2/97
KEEPERS	11/7/97	75-390907	11/17/97
THEME PARK LOGO	1/15/98	75-419211	1/16/98
WOOF, MEOW, WHATEVER	11/7/97	75-390919	11/17/97
RELATIVITY		75-654650	3/5/99

APPLICANT COUNTRY DOCKET CLASS CODE	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
Gibson Greetings, Inc. Ireland 3801280 GIB 928	GIBSON FLEUR DE LIS DESIGN 16	68200 JUN 20 95 D	64.962 NOV 18 97 D
Gibson Greetings, Inc. Brazil 430130 GIB 591	GIBSON fleur de lis design 16	816754705 JUL 07 92 D	816754705 MAR 15 94 D
Gibson Greetings, Inc. Belgium 429198 GIB 617	GIBSON 16	775893 FEB 13 92 D	511236 NOV 19 92 D
Gibson Greetings, Inc. Belgium 429991 GIB 700	GIBSON 21, 26, 28	782147 JUN 25 92 D	516467 JAN 04 93 D
Gibson Greetings, Inc. Canada 430876 GIB 585	GIBSON fleur de lis N/A	716733 NOV 12 92 D	479397 AUG 01 97 D
Gibson Greetings, Inc. Switzerland 429192 GIB 640	GIBSON 16	1494/92 FEB 14 92 D	396466 NOV 06 92 D
Gibson Greetings, Inc. Switzerland 430106 GIB 706	GIBSON 21, 26, 28	4872/92 JUN 25 92 D	399.144 MAR 05 93 D
Gibson Greetings, Inc. Switzerland 441228CK GIB 967	SILLY SLAMMERS 28	03258/1990 APR 23 98 D	454444 SEP 09 98 D

APPLICANT COUNTRY MARKET AGENT CODE	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
Gibson Greetings, Inc. USA 12525 B 586	GIBSON 16,25,28	10.764	284.887 MAY 02 84 D
Gibson Greetings, Inc. USA 10051 B 602	GIBSON 16	92029376 MAY 28 92 D	640861 MAY 07 93 D
Gibson Greetings, Inc. Colombia 5856CO B 925	GIBSON & Fleur de Lis 16	95.041.902 SEP 13 95 D	183042 JAN 22 96 D
Gibson Greetings, Inc. Colombia 5857CO B 925	GIBSON & Fleur de lis 26	95.041.900 SEP 13 95 D	183044 JAN 22 96 D
Gibson Greetings, Inc. Colombia 5858CO B 926	GIBSON & Fleur de lis 28	95.041.899 SEP 13 95 D	183045 JAN 22 96 D
Gibson Greetings, Inc. Colombia 5859CO B 927	GIBSON & Fleur de lis 21	95.041.901 SEP 13 95 D	183043 JAN 22 96 D
Gibson Greetings, Inc. Costa Rica 0688 B 607	GIBSON 16	79894 AUG 17 92 D	82.048 JAN 25 93 D
Gibson Greetings, Inc. Prus 0687 B 597	GIBSON 16	16519 MAY 14 92 D	16519 MAY 24 95 D

APPLICANT COUNTRY MARKET MARKET CODE	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
Gibson Greetings, Inc. Czech Republic 0320 IB 604	GIBSON 16	07073492 AUG 06 92 D	179017 AUG 23 94 D
Gibson Greetings, Inc. Germany 10038 IB 628	GIBSON 16, 21	G40884/16W APR 04 92 D	2038630 JUN 18 93 D
Gibson Greetings, Inc. Germany 10402 IB 701	GIBSON 26, 28	G41384/26W JUL 30 92 D	2037422 JUN 02 93 D
Gibson Greetings, Inc. Estonia 32183 IB 815	GIBSON 16	93-006868 AUG 06 93 D	16848 SEP 14 95 D
Gibson Greetings, Inc. Spain 29456 IB 638	GIBSON 16	1684802 FEB 17 92 D	1684802 MAR 03 95 D
Gibson Greetings, Inc. Spain 429981 IB 702	GIBSON script 21	1710477 JUL 01 92 D	1710477 APR 05 93 D
Gibson Greetings, Inc. Finland W29738 IB 624	GIBSON and fleur de lis design 16	1689/92 APR 06 92 D	125758 MAR 05 93 D
Gibson Greetings, Inc. Finland W30401 IB 697	GIBSON fleur de lis 21, 16, 28	4433/92 SEP 15 92 D	128526 OCT 05 93 D

APPLICANT COUNTRY OBJECT CLASS MARK	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
Gibson Greetings, Inc. France 29395 GIB 627	GIBSON 16	92405785 FEB 14 92 D	92405785 FEB 14 92 D
Gibson Greetings, Inc. France 310076 GIB 698	GIBSON and fleur de lis design 21, 26 and 28	92425100 JUL 01 92 D	92425100
Gibson Greetings, Inc. United Kingdom 428995 GIB 836	GIBSON 16	1480488 OCT 24 91 D	1480488 NOV 04 94 D
Gibson Greetings, Inc. United Kingdom 428996GB GIB 863	fleur de lis design 16	1480523 OCT 24 91 D	1480523 FEB 04 94 D
Gibson Greetings, Inc. United Kingdom 430178 GIB 692	GIBSON 21	1506907 JUL 15 92 D	B1506907 JUL 15 96 D
Gibson Greetings, Inc. United Kingdom 430180 GIB 751	GIBSON 28	1506909 JUL 15 92 D	B1506909 JUL 15 92 D
Gibson Greetings, Inc. United Kingdom 440934GB GIB 957	RIPPLE EFFECTS AND DESIGN 16	2158117 FEB 11 98 D	2158117 FEB 11 98 D
Gibson Greetings, Inc. Greece 429524 GIB 629	GIBSON 16	109166 MAY 29 92 D	109166 APR 17 95 D

APPLICANT COUNTRY CLASS AGENT CODE	MARK	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
ibson Greetings, Inc. usa 0032 B 704	GIBSON 21, 26, 28	109852 JUL 17 92 D	109852 MAY 17 95 D
ibson Greetings, Inc. atemala 0717 B 587	GIBSON fleur de lis 16	6235-92 OCT 06 92 D	76299 AUG 17 95 D
ibson Greetings, Inc. ing Kong 0783 B 612	GIBSON 16	9211479 MAY 20 92 D	11388 MAY 20 92 D
ibson Greetings, Inc. nduras 0433 B 606	GIBSON 16	6645/92 AUG 21 92 D	57379 MAR 29 93 D
ibson Greetings, Inc. ngary 09394 B 630	GIBSON 16	M9200854 FEB 14 92 D	135459 JUN 14 93 D
ibson Greetings, Inc. ndonesia 11147 B 788	GIBSON 16	APR 14 93 D	308146 JUL 12 94 D
ibson Greetings, Inc. ire 19742 B 631	GIBSON 16	92/0820 FEB 13 92 D	152778 JAN 24 95 D
ibson Greetings, Inc. ire 10029 B 693	GIBSON 21	92/3278 JUN 24 92 D	152779 JAN 24 95 D

APPLICANT COUNTRY OBJECT AGENT CODE	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
Gibson Greetings, Inc. Ire #30030 GIB 713	GIBSON 26	92/3279 JUN 24 92 D	152780 JAN 24 95 D
Gibson Greetings, Inc. Ire #30031 GIB 714	GIBSON 28	92/3280 JUN 24 92 D	152781 JAN 24 95 D
Gibson Greetings, Inc. Italy #29393 GIB 632	GIBSON 16	MI92C01301 FEB 21 92 D	640334 DEC 27 94 D
Gibson Greetings, Inc. Italy #30487 GIB	GIBSON 21, 26, 28	92C005624 JUL 28 92 D	00649102 APR 21 95 D
Gibson Greetings, Inc. Japan #25165 GIB 359	GIBSON 25	98017/89 SEP 01 89 D	2562026 JUL 10 93 D
Gibson Greetings, Inc. Japan #25166 GIB 346	GIBSON 19	98016/89 SEP 01 89 D	2378465 FEB 28 92 D
Gibson Greetings, Inc. Sri Lanka #29739 GIB 590	GIBSON 16	63468 MAR 23 92 D	63468 AUG 30 95 D
Gibson Greetings, Inc. Lithuania #32182 GIB	GIBSON 16	ZP 10333 AUG 16 93 D	23132 MAR 04 97 D
Gibson Greetings, Inc. Mexico #29722 GIB 619	GIBSON 16 and 21	FEB 17 92 D	
Gibson Greetings, Inc. Mexico #30197 GIB 711	JEAN V. O'BRIEN 21	145659 JUL 24 92 D	438963 AUG 06 93 D

PLICANT UNTRY CITY AGENT CODE	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
Gibson Greetings, Inc. Ivria 12270 IB 792	GIBSON 15	M-93-7129 JUL 06 93 D	M33782 JUL 06 93 D
Gibson Greetings, Inc. Macao 34564MO IB 918	GIBSON 26	48194 OCT 20 94 D	14110 OCT 20 94 D
Gibson Greetings, Inc. Macao 34565MO IB 917	GIBSON 26	48195 OCT 20 94 D	14111 OCT 20 94 D
Gibson Greetings, Inc. Macao 34566MO IB 919	GIBSON 21	48193 OCT 20 94 D	14109 OCT 20 94 D
Gibson Greetings, Inc. Macao 34576MO IB 920	GIBSON 16	14.068 OCT 10 94 D	14.068 OCT 10 94 D
Gibson Greetings, Inc. Malta 29727 IB 634	GIBSON 16	21404 APR 23 92 D	21404 JAN 13 93 D
Gibson Greetings, Inc. Mexico 29722 IB 619	GIBSON 16 and 21	132.864 FEB 17 92 D	430111 JAN 26 93 D
Gibson Greetings, Inc. Mexico 30197 IB 731	JEAN V. O'BRIEN 21	145659 JUL 24 92 D	438963 AUG 06 93 D

APPLICANT COUNTRY DOCKET AGENT CODE	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
Gibson Greetings, Inc. Mexico 030198 GIB 715	SUCCESS 21	145666 JUL 24 92 D	429938 JAN 25 93 D
Gibson Greetings, Inc. Mexico 030199 GIB 720	fleur de lis design 16	145664 JUL 24 92 D	428876 JAN 08 93 D
Gibson Greetings, Inc. Mexico 030201 GIB 718	AMOR Y SONRISAS 16	145662 JUL 24 92 D	513592 JAN 04 96 D
Gibson Greetings, Inc. Mexico 030202 GIB 719	AMOR Y SONRISAS 21	145663 JUL 24 92 D	513593 JAN 04 96 D
Gibson Greetings, Inc. Mexico 030215 GIB 716	TEDDY HUGGLESBIE 16	145660 JUL 24 92 D	426341 NOV 25 92 D
Gibson Greetings, Inc. Mexico 030216 GIB 717	TEDDY HUGGLESBIE 21	145661 JUL 24 92 D	426342 NOV 25 92 D
Gibson Greetings, Inc. Mexico 030217 GIB 717	JEAN V. O'BRIEN 16	145658 JUL 24 92 D	440684 AUG 27 93 D
Gibson Greetings, Inc. Mexico 034148MX GIB 912	fleur de lis design 8	212117 SEP 14 94 D	483076 DEC 15 94 D

APPLICANT COUNTRY CLASS AGENT CODE	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
Gibson Greetings, Inc. Jeria 0039 B 599	GIBSON 16	TP13608 APR 15 92 D	51085 AUG 16 94 D
Gibson Greetings, Inc. Caragua 0464 B 608	GIBSON fleur de lis 16	92-02290 AUG 26 92 D	23.603 JUL 26 93 D
Gibson Greetings, Inc. rway 9396 B 635	GIBSON 16	92-0785 FEB 17 92 D	162469 MAY 11 94 D
Gibson Greetings, Inc. rway 0050 B 695	GIBSON 21, 26, 28	92.3253 JUN 25 92 D	162485 MAY 11 94 D
Gibson Greetings, Inc. rway 1220NO B 963	SILLY SLAMMERS 28	9801176 APR 15 98 D	192958 SEP 18 98 D
Gibson Greetings, Inc. sw Zealand 19523 B 584	GIBSON 16	216214 FEB 13 92 D	216214 AUG 14 97 D
Gibson Greetings, Inc. sw Zealand 41229N2 B 965	SILLY SLAMMERS 28	290964 APR 15 98 D	290964 NOV 26 97 D
Gibson Greetings, Inc. anama 31538 B 611	GIBSON fleur de lis 16	065042 FEB 27 93 D	65042 APR 11 95 D

APPLICANT COUNTRY CITY POST CODE	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
son Greetings, Inc. USA 631 758	GIBSON 16	208768 SEP 10 92 D	100828 DEC 24 93 D
son Greetings, Inc. Philippines 603 589	GIBSON and fleur de lis design 16	80895 MAY 26 92 D	60371 APR 03 95 D
son Greetings, Inc. Tugal 721 636	GIBSON 16	280566 FEB 20 92 D	280566 NOV 10 93 D
son Greetings, Inc. Tugal 079 749	GIBSON 28	284.341 JUL 09 92 D	284341 MAR 14 94 D
son Greetings, Inc. Tugal 080 748	GIBSON 26	284.340 JUL 09 92 D	284340 MAR 14 94 D
son Greetings, Inc. Tugal 081 703	GIBSON 28	284.339 JUL 09 92 D	284339 MAR 14 94 D
son Greetings, Inc. Asian Federation 0529 637	GIBSON 16	159256 MAY 27 92 D	115988 FEB 10 94 D
son Greetings, Inc. Saudi Arabia 0040 698	GIBSON 16	15900 FEB 16 92 D	267/92 OCT 28 92 D

APPLICANT COUNTRY MARKET CLASS CLASS CODE	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
bson Greetings, Inc. eden 9741 B 639	GIBSON 16	92-03299 APR 03 92 D	253047 OCT 29 93 D
bson Greetings, Inc. eden 0716 B 694	GIBSON fleur de lis 21,26,28	92-06374 JUL 10 92 D	247323 MAR 05 93 D
bson Greetings, Inc. lovak Republic 02205K B 947	GIBSON 16	07073492 AUG 06 92 D	176526 FEB 08 96 D
bson Greetings, Inc. Salvador 0053 B 605	GIBSON fleur de lis design 16	1555/92 MAY 04 92 D	13/27/27 JUN 02 95 D
bson Greetings, Inc. rkey 9725 B 641	GIBSON script 16	39913/92 JUN 01 92 D	137223 JUN 01 92 D
bson Greetings, Inc. inidad and Tobago 0219 B 603	GIBSON 19	20862 JUL 02 92 D	20862 MAR 01 95 D
bson Greetings, Inc. awan, Province of China 9975 B 674	GIBSON and fleur de lis design Taiwanese Class 49	81-15406 MAY 26 92 D	577601 DEC 01 92 D
bson Greetings, Inc. awan, Province of China 9977 B 675	GIBSON and fleur de lis design Taiwanese Class 50	81-15405 MAY 26 92 D	590422 MAR 16 93 D

APPLICANT COUNTRY DOCKET AGENT CODE	MARK CLASS	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
Gibson Greetings, Inc. Taiwan, Province of China 30052 IB 673	GIBSON and fleur de lis design 67 Taiwanese	81-15404 MAY 26 92 D	579752 DEC 16 92 D
Englander Licensing Limit Taiwan, Province of China 30183 IB 756	GIBSON 68 Taiwanese	81040319 AUG 11 92 D	583179 FEB 16 93 D
Gibson Greetings, Inc. Venezuela 29453 IB 592	GIBSON Venezuelan Class 37	003439-92 FEB 24 92 D	169.065 OCT 07 94 D
Gibson Greetings, Inc. Virgin Islands 33720 IB 596	GIBSON 16	2588 MAY 13 93 D	2588 MAY 13 93 D
Gibson Greetings, Inc. South Africa 422126 GIB	GIBSON 16		B67/5427 DEC 11 67 D

Records printed: 101

Licensed Properties

Property	Royalty Codes	Sell Off	Upstairs Mass	Minimum Payment	Change of Control
Anastasia	935	120 days	no restrictions	\$20,000	13(b) Termination. If substantial portion of the assets or controlling stock in Licensee's business is sold or transferred or if there is a substantial change in the Licensee's management, then Fox may terminate upon 30 days written notice. 20. Agreement may be assigned by Licensee by merger, operation of law, or the sale of the Licensee's business as a going concern; but it must give Licensor written notice.
Alfred E. Neuman (MAD)				\$195,000	21(e) No sublicense or assignment without prior written approval of Licensor.
Austin Powers	152-241	90 days		\$10,000	29(g) Default occurs upon any merger, consolidation or other reorganization of or involving any Licensee group member causing 25% or more of equity interests to be owned by an entity who did not own it before the transaction. 9(k) No assignment, transfer or sublicense without Licensor's written approval.
Babe II	205-207	180 Edgy/365 Seasonal	no restrictions	\$210,000	14(a)(ii) Termination by Licensor. If Licensee undergoes a substantial change of management to the control of the Licensor, Licensor may terminate. 14(a)(ix) Termination by Licensor. If Licensee undergoes a substantial change of management to a studio competitor, Licensor may terminate. of all or substantially all of its business or assets to a third party, or control is transferred and management changed, unless approved by Licensor.
Baby Blues	500-591	Seasonal	mess	None	
Baby Looney Tunes	531	90 days	mess specialty	\$35,000	
Bulman & Robin (Voice/Animated Series)	568-572	90 days	mess specialty	\$200,000	
Beavis & Butthead	153			\$10,000	8. Licensee may not sell, transfer or assign or devolve by operation of law to a third party without written consent of Licensor.
Big Boy				\$4,000	9.3 Licensee may immediately terminate if Licensee undergoes any substantial change in ownership or control including sale or transfer of more than 50% of the assets or controlling stock in the Licensee's business.
Bobby Lobortz	199	90 days		\$10,000	
Boris & Natasha				\$10,000	See Babe II

Caroline Holiday Greeting Cards					\$13,400	13. No assignment without written consent of Licensor.
Caroline Holiday Calendars	227/230	365 days			\$318	13. No assignment without written consent of Licensor.
Casper (PENDING)		60 days			\$4,500	20. No sublicensing, assignment, transfer, mortgage or encumbrance or transfer by operation of law without prior written consent which shall not be unreasonably withheld.
Charles Atlas					\$4,000	19. No assignment or sublicense.
Charlie the Tuna		365 days			\$4,000	15. No assignment or sublicense without prior written consent of the Licensor.
Chicken Soup for the Soul Greeting Cards					\$13,400	23. Assignments are void.
Chicken Soup for the Soul Calendars	420-422-424	180 day		no restrictions		23. Assignments are void.
Chiquita Banana					\$3,500	21.10 There can be no assignment or sublicense without prior written consent of Licensor. This includes assignment by operation or law in a merger or consolidation.
Classic TV (Dick VanDyke Show)	300-315-320-325-330-335	180 Edays/365 Seasonal		no restrictions	\$2,000	12 (C) No assignment, delegation or sublicense without prior written consent of Licensor, to be granted in its sole discretion. This includes a transfer in the aggregate of 50% or more of Licensee's capital stock or voting power.
Clueless		180 Edays/365 Seasonal		no restrictions	\$223,000	See Star Trek
Cyber Tales (Kristen Brothers)	555-556	180 Edays/365 Seasonal		mass upsell	\$60,000	15. No assignment or sublicense without prior written consent of the Licensor.
Date Earnings, Jr.	164	120 days			\$10,000	4. No right to sublicense.
Date Earnings	167	120 days			\$2,500	4. No right to sublicense.
Date Jarrett	157	90 days			\$15,000	8.3 Licensor may immediately terminate if Sublicensee undergoes any substantial change in its ownership control, including the sale of substantially all assets, merger, or if voting interests pass to the minority, or an assignment for the benefit of creditors.
Deborah Brunzell	445	180 Edays/365 Seasonal		mass upsell	12,000	15.1 No sublicense or assignment without prior written consent of Licensor including any transfer of 50% or more of any ownership interest in the Licensee.
Dick VanDyke	184	365 days			\$20,000	15. No assignment or sublicense without prior written consent of the Licensor which shall not be unreasonably withheld or delayed.

Dillard (Greeting Cards)	287	90 days	mass	\$50,000	J.1 No sublicensing. L.1 No assignments without written consent.
Dillard (Novels)	285	90 days	upstart	\$125,000	J.1 No sublicensing. L.1 No assignments without written consent.
Dillard (Shimmers)	289	90 days	mass	\$100,000	J.1 No sublicensing. L.1 No assignments without written consent.
Edin Collection	235	120 days		\$80,000	16(A) No assignments without written approval of Licensor.
Felix the Cat		3 months		\$5,000	6.08 No assignment without written consent of Licensor.
Flavia	470-490-735-738	180 Edays/365 Seasonal	Mass (except Target)	\$300,000 (Paid)	22. No assignment of rights without written consent of Licensor. 16.3 No sublicense.
Flavia - Altesco		180 Edays/365 Seasonal		\$35,280	See Flavia
Flavia - Kinko's		Seasonal	Kinko's	None	See Flavia
Flavia - Sierra	500	180 Edays/365 Seasonal	mass + Kinko's (no Target)	\$5,000	See Flavia
Fraser Collection	595-597-995	300 days	no restrictions	\$120,000	XVIII. (E) Upon the sale or transfer of Licensee's business or controlling stock interest, Licensor may cancel on 30 days written notice unless Licensee's stock is traded on the National Stock Exchange.
Fraser	213	180 Edays/365 Seasonal	no restrictions	\$223,000	See Star Trek
Garfield	430	180 days	mass specialty	\$30,000	6. No sublicense or assignment without written consent of Licensor.
Giordano	425-428	Unlimited	unlimited	\$40,000	16 (a) Any assignment or sublicense is a breach. This includes any transfer of 25% or more of the shares of Licensee's stock to any one article.
Godzilla	442	90 days	no restrictions	\$50,000	30.3.6 Licensor may terminate if a substantial portion of assets or controlling stock or ownership in Licensee's business is sold or transferred, or there is a substantial change in management. Licensor must give 30 days notice.
Grimy	815	180 Edays/365 Seasonal	no restrictions	\$200,000	VII. No sublicense or transfer or assignment without Licensor's written consent.
Helen Steiner Rice	785-788-899		no restrictions	\$100,000.00	15. No assignment or sublicense without written consent of Licensor, which shall not be unreasonably withheld, provided, however, that rights may be sublicensed by Licensee to GILL and Cleo for so long as Licensee owns at least 75% or more of the voting stock of each.
Hercules (TV)	217	180 Edays/365 Seasonal	no restrictions	\$25,000	See Babe II

Jeff Burton	168	30 days		7,500	2.4.2. Licensee may terminate if Licensee sells, transfers, or assigns all or a substantial portion of its assets, its business and/or any right or responsibility arising under this agreement to a third party by any means including but not limited to a sale, merger, transfer of voting rights, or operation of law.
Jeff Gordon	159	90 days		\$20,000	1.2. Licensee may not grant sublicenses or assignments for any portion of the license except with Licensor's written approval.
Jody Green Glass/Pashbury Doughboy/Mr. Clean				\$15,000	14. No assignment, mortgage, or encumbrance of rights without written consent of Licensor, and no transfer by operation of law.
Kathryn White	290	18 Months		45,000 pounds plus 3,750 pounds for each subsequent year	10. No assignment without prior written consent.
King of the Hill	240			\$5,000	12. Licensor may terminate on 30 days notice if a substantial portion of the assets or controlling stock in Licensee's management is transferred.
Land Before Time	410	180 Episodes Seasonal		\$30,000	See Babe II
Laura Ashley (PENDING)		90 days		\$75,000 First Period, \$50,000 Second Period, \$50,000 Third Period	13(a)(v) IN NEGOTIATIONS: Licensor may terminate if Licensee sells substantially all of the business or assets to a third party or transfers control, or the management changes, without Licensor's consent.
Lost in Space	361	90 days	no restrictions	\$25,000	2(e) No assignment, sublicense or transfer of rights.
Lynn Hoelgin	450-549-555	365 days	mass updates	\$25,000	15. No assignment or sublicense without prior written consent of Licensor.
Mark Martin	162	30 days		\$7,500 - 1999 \$7,500 - 2000	2.4.2 (iii) Licensee may terminate if Licensee sells, transfers, or assigns all or substantially all of its assets, business, and/or rights to third party including in a sale, merger, transfer of voting rights, or operation of law.
Marlin Luther King, Jr.		365 days	no restrictions		
MLB/A	125-140	90 days		\$100,000	16. No assignment or sublicense without written approval of Sublicensee.

Mr. Pearl				\$0,000	18. No assignment or sublicense without prior written consent of Licensor. This includes all transfers of control from the transfer of stock, trust, or otherwise to any person not in control immediately prior to the transaction, or merger, consolidation, or reorganization.
Mads	580	60 days	mass updates	\$30,000	16. No assignment of Sublicense without prior written approval of the Licensor.
MASCAR	750	90 days		\$10,000 (1989) \$12,500 (2000)	15(a)(7). Licensor shall have the right to immediately terminate agreement if Licensee attempts to grant or grants a Sublicense or attempts to assign or assigns any right or duty under this agreement to any person or entity without the prior written consent of Licensor.
NFL	245-275	90 days		\$150,000 for each of 2 years	9.a. Licensor can terminate immediately if Licensee assigns, transfers, or encumbers its rights without Licensor's written consent. This includes the transfer of 50% or more of Licensee's capital stock, or merger, or consolidation, or sale of substantially all of Licensee's assets.
Pink Panther				\$4,000	K(1)(g). Licensor has the right of termination if there is a transfer of 25% or more of Licensee's common capital stock, or a transfer of its business and/or substantially all assets. In anticipation of this, Licensee shall notify Licensor who will decide whether it approves the transfer, or if it will exercise its right of termination.
Ricky Rudd	163	90 days		\$5,000	22. This agreement may be terminated if Licensee settles all or substantially all that is stock or assets, or substantially changes ownership or management.
Road & Track	155			\$12,000	14. (c)(vii) A party may terminate if there is a change in ownership or a consent of Licensee.
Roddy & Buckwinkle				\$10,000	See Babe II
Ron Burns (EXPIRED AGREEMENT)		40 Edays/265 Seasonal			
Ruth Morehead (Sodak Expression)	800-804	365 days	mass updates (no DM)	\$30,000	11. No assignment, Sublicense, or encumbrance of rights without written consent of Licensor.
Ruth Morehead (Avalary)		365 days	mass updates (no DM)	\$30,000	11. No assignment, Sublicense, or encumbrance of rights without written consent of Licensor.
Star Trek and Sabrina	475	180 Edays/265 Seasonal	no restrictions	See Star Trek (\$223,000)	See Star Trek

Slyers Collection	724-726-726-729	365 days	mass updates	\$10,000	16. No assignment of Sublicense without prior written approval of the Licensor.
Sesame Street	820-821-907	180 Edays/365 Seasonal	no restrictions	(1999) \$150,000	10(a)(i) Licensor may terminate if Licensee assigns rights without Licensor's written consent.
Small Soldiers	220		no restrictions	\$55,000	34(a) No assignment, Sublicense, transfer, or encumbrance of rights without Licensor's prior written consent. This includes mergers or consolidations involving Licensee or majority shareholders, sale or transfer of substantially all assets, transfer to a subsidiary, affiliate, or other entity, or transfer of 33 1/3% or more of Licensee's voting stock.
Star Trek	210-212	180 Edays/365 Seasonal	no restrictions	See Star Trek (\$223,000)	See Star Trek
Superman Animation	529	90 days	mass updates	\$50,000	14(i) Licensor may terminate if Licensee undergoes a substantial change of management to a studio competitor.
Sury's Zoo	242-945-348-455-498	180 Edays/365 Seasonal	mass updates	\$150,000	10.(c) No assignment, pledge, encumbrance, or Sublicense of rights without Licensor's prior written consent and (d) agreement is binding on successors, heirs, and assigns of both parties.
Sury's Zoo - Kinko's		180 days/Cards	Kinko's mass updates		
Tamagotchi	485	120 days	updates	\$10,000	17. No assignment/sublicense without Licensor's written consent.
Tony the Tiger/Toucan Sam/Snap, Crackle & Pop (IN NEGOTIATIONS)	158	90 days		\$10,000	9.3 Licensor may immediately terminate without liability if Licensee undergoes any substantial change in its ownership or control. Change means sale or transfer of more than 50% of assets or controlling stock in Licensee's business. 10.3(4) Licensor shall have the immediate right to terminate this agreement by giving written notice to Licensee if Licensee undergoes a change of more than 50% of its ownership or sells or disposes of more than 50% of its stock. 18. Licensee may only assign rights by prior written consent of Licensor the foregoing notwithstanding. Licensee may transfer its rights and all obligations under this agreement to any entity controlled, controlling, or under common control with Licensee or as a result of a sale, consolidation, reorganization or other transfer involving substantially all of the Licensee's business assets.

Titel - Lucky Charm-Cocose Puffs		90 days		\$15,000	10.1 No assignment, mortgage, sale, sublease, or other encumbrance including by operation of law, or sale which results in a change of the controlling ownership interest of Licensee without prior express written consent of Licensor.
Universal Mortlers				\$40,000	See Babe II
Valerie Tabor-Smith	503	90 Edgy/365 Seasonal	mass updates	\$55,000	17. Licensee shall not, without Licensor's prior written approval (not to be unreasonably withheld) assigned, mortgaged, sublicensed, or otherwise encumber the rights.
Waldo Christmas	225	180 Edgy/365 Seasonal	no restrictions	See Star Trek (\$223,000)	See Star Trek
WAD WAD West	214			\$15,000	14.(a)(b) Licensor shall have the right to terminate this agreement without prejudice to any rights which it may have if Licensee undergoes a substantial change of management or control.
Woody Woodpecker				\$10,000	See Babe II
Xena	215	180 Edgy/365 Seasonal	no restrictions	\$25,000	See Babe II

To, Brady Bunch, Happy Days, Ted, Army Gains, Dat Von Dym, Beverly Hills, Fraternal Junction, Resale, Tropic Zone, Ozonema, My Three Sons, Get Smart

Document Description: Assignemt of Copyright, executed July 31, 1964
Assignor: Buzza-Cardoza
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/44
Work(s): The Automobile Insurance Bureau (A: 696637) by Buzza-Cardoza

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardoza
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 10, 1964
Volume/Page: 1192/47
Work(s): The Avant-Guard Ice Cream company (A: 696634) by Buzza-Cardoza

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardoza
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/34
Work(s): Baby Sitting bureau (A: 680951) by Buzza-Cardoza

~~Document Description: Assignment, executed August 21, 1970, August 25, 1970
Assignor: Gibson Greeting Cards, Inc.
Assignee: Sensitivity Games, Inc.
Date of Recordation: August 31, 1970
Volume/Page: 1391/201-202
Work(s): Sensitivity Sampler (K: 89294)~~

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardoza
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/57
Work(s): The Alcoholics Togetherness Key Club (A: 696643) by Buzza-Cardoza

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardoza
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/36
Work(s): Association of TV Doctors (A: 680953) by Buzza-Cardoza

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardoza
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/37
Work(s): Bartender's Association (A: 680963) by Buzza-Cardoza

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardoza

Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/30
Work(s): Book Discards of the Week (A: 680963) by Buzza-Cardoza

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardoza
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/28
Work(s): Bureau of Delinquent Installments (A: 680961) by Buzza-Cardoza

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardoza
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/31
Work(s): Bureau of Mail Order Advertising (A: 680964) by Buzza-Cardoza

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardoza
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/49
Work(s): The Bureau of Matrimony (A: 696647) by Buzza-Cardoza

Document Description: Certificate Re agreement of Merger, executed September 30, 1977
Assignor: Cleo Wrap Corporation merging with and into the Gibson Greeting Cards, Inc.
Assignee: N/A
Date of Recordation: October 26, 1977
Volume/Page: 1643/177-175
Work(s): Santa Door Decoration Box (KK: 166336); Holiday Card Holder Box (KK: 166337);
Santa Mail Box (KK: 166338); Holiday Mail Box (KK: 166339)

Document Description: Assignment of Copyright, executed July 31, 1964.
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/54
Work(s): The Bureau of Pay Television (A: 696641) by Buzza-Cardozo.

Document Description: Assignment of Copyright, executed July 31, 1964.
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/53
Work(s): Burlesque Queen Magazine (A: 696642) by Buzza-Cardozo.

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.

Date of Recordation: September 16, 1964
Volume/Page: 1192/40
Work(s): Cabbage Growers Association (A: 680957) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/42
Work(s): The Community Charity Association (A: 696638) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/38
Work(s): Consumer Giveaway Promotion (A: 680955) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/35
Work(s): Department of Eternal Taxation (A: 680952) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/27
Work(s): Dimvision Trap & Skeet Club (A: 680960) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/55
Work(s): The Goodwill Committee of the Pungent Limburger Co. (A: 696640) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/33
Work(s): A Group of Your Neighbors (A: 680950) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/29

Work(s): Hamster, Herford & Muddle (A: 680962) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964

Assignor: Buzza-Cardozo

Assignee: Gibson Greeting Cards, Inc.

Date of Recordation: September 16, 1964

Volume/Page: 1192/43

Work(s): The Juvenile Delinquent Bureau (A: 696648) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964

Assignor: Buzza-Cardozo

Assignee: Gibson Greeting Cards, Inc.

Date of Recordation: September 16, 1964

Volume/Page: 1192/26

Work(s): Local Geodetic Survey (A: 680959) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964

Assignor: Buzza-Cardozo

Assignee: Gibson Greeting Cards, Inc.

Date of Recordation: September 16, 1964

Volume/Page: 1192/32

Work(s): Mad-Magic Carpet Cleaner Co. (A: 680949) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964

Assignor: Buzza-Cardozo

Assignee: Gibson Greeting Cards, Inc.

Date of Recordation: November 12, 1964

Volume/Page: 1195/123

Work(s): The Magic of Prayer (A: 130857) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964

Assignor: Buzza-Cardozo

Assignee: Gibson Greeting Cards, Inc.

Date of Recordation: September 16, 1964

Volume/Page: 1192/45

Work(s): The Missing Persons Society (A: 696636) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964

Assignor: Buzza-Cardozo

Assignee: Gibson Greeting Cards, Inc.

Date of Recordation: September 16, 1964

Volume/Page: 1192/51

Work(s): Pancake Mixes, Inc. (A: 696645) by Buzza Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964

Assignor: Buzza-Cardozo

Assignee: Gibson Greeting Cards, Inc.

Date of Recordation: September 16, 1964

Volume/Page: 1192/52

Work(s): The Regal Supreme Hotel of New York (A: 696644) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/41
Work(s): Student Exchange Bureau (A: 680958)

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/48
Work(s): The Contortion Dance Studio (A: 696649) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/50
Work(s): The Suburban Development Company (A: 696646) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/46
Work(s): Surprise Birthday Party (A: 696635) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/39
Work(s): Volunteer Fire Brigade (A: 680956) by Buzza-Cardozo

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/58
Work(s): What Every Married Couple Should Know On Their Wedding Anniversary (A: 364768)

Document Description: Assignment of Copyright, executed July 31, 1964
Assignor: Buzza-Cardozo
Assignee: Gibson Greeting Cards, Inc.
Date of Recordation: September 16, 1964
Volume/Page: 1192/56
Work(s): The Wildlife Bureau (A: 696639) by Buzza-Cardozo