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

04-13-2001

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





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Correction of PTO Error Reel # Frame #	Merger Month Day Year Change of Name
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ddress (line 2)	06856
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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

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Submission Type	Conveyance Type
New	Assignment License
Resubmission (Non-Recordation) Document ID #	X Security Agreement Nunc Pro Tunc Assignmen
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Address (line 3) Norwalk	C1/ USA Zip Code
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gathering the data needed to complete the Cover 1965. D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Mai	ge approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the documer rding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washing inagement and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB ignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS doct with required Cover Sheet(S) information to:

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	1616544 1930216 1957176
	1624588 1950388 1905902
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Statement and Signature To the best of my knowledge and belief, the forego.	ing information is true and correct and any Charges to deposit account are authorized, as
attached copy is a true copy of the original docume	int. Charges to deposit assessment
indicated herein.	1/2/01
Lisa Robison	Data Signed
Name of Person Signing	Signature Date Signed

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2000, by AMERICAN COIN MERCHANDISING, INC., a Delaware corporation ("<u>Grantor</u>"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Agent, COMERICA BANK, a Michigan banking corporation, as Revolving Credit Agent and the Persons signatory thereto from time to time as Lenders or Credit Parties (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;

WHEREAS, Agent, Revolving Credit Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in <u>Annex A</u> thereto to the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Trademark Collateral</u>"):
- (a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on <u>Schedule I</u> hereto;
 - (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 each Trademark License; and

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- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.
- 3. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark 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.

[signature page follows]

- 2 -

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

> AMERICAN COIN MERCHANDISING, INC., as Grantor

Name:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,

as Agent

Name: Title:

Vice President

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- 3 -

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

U.S. Registrations:

1. Mark:

SUGAR LOAF (Int'l Class 28)

Issue No.:

1,579,191

Issue Date:

01/23/1990

2. Mark:

TOY SHOPPE

Issue No.:

1,616,544

Issue Date:

10/09/1990

3. Mark:

SUGARLOAF (Int'l Class 9)

Issue No.:

1,624,588

Issue Date:

11/27/1990

4. Mark:

FUN SHOPPE

Issue No.:

1,796,313

Issue Date:

10/05/1993

5. Mark:

Treasure Shoppe

Issue No.:

1,930,216

Issue Date:

10/24/1995

6. Mark:

SUGAR LOAF and Design (class 9 and 28)

Issue No.:

1,950,388

Issue Date:

01/23/1996

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7. Mark: SUGARLOAF (In Class 42)

Issue No.: 2,028,133 Issue Date: 01/07/1997

8. Mark: SUGAR LOAF and Design (class 42)

Issue No.: 1,957,176 Issue Date: 02/20/1996

9. Mark: SUGARLOAF (Class 35)

03/23/1999

Issue No.: 1,905,902 Issue Date: 07/18/1995

10. Mark: **SHOPPE** Issue No.: 2,233,463 Issue Date:

11. Mark: KID SHOPPE Issue No.: 2,287,231

Issue Date: 10/19/1999

12. Mark: SHOPPE OF STICKERS

2,363,104 Issue No.: Issue Date: 06/27/2000

Canadian Registrations:

1. Mark: Sugar Loaf Issue No.: 458,658

Issue Date: 05/11/1996 2. Mark: Fun Shoppe Issue No.: 458,657 Issue Date: 05/31/1996

3. Mark: Toy Shoppe Issue No.: 461,041 Issue Date: 08/09/1996

4. Mark: Treasure Shoppe

Issue No.: 463,802 Issue Date: 09/27/1996

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