

05-13-2002

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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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T U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Lacey Distribution, Inc. **4.29.02**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Indiana
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Bank of America, N.A. as Agent
Internal
Address: _____

Street Address: 231 South LaSalle Street
City: Chicago State: IL Zip: 60697

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other A National Banking Organization

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Correction to Reel 02355/Frame 0430 for change of Application No. from 75/171944 to 74/171944

Execution Date: February 15, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No. (s)
74/171944

Additional number(s) attached Yes No

B. Trademark Registration No. (s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Mary R. Barry
Internal Address: Mayer Brown Rowe & Maw
Street Address: P.O. Box 2828
City: Chicago State: IL Zip: 60690-2828

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
13-0019
(Attach duplicate copy of this page if paying by deposit account)

OFFICE OF PATENT RECORDS
FINANCE SECTION
2002 APR 27 AM 9:58

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mary R. Barry [Signature] April 29, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 18

08-27-2001
101823627

EET

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

Submission Type

Conveyance Type

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

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
Effective Date
Month Day Year
02 15 2001
- Other _____

08/20/01

Conveying Party

Mark if additional names of conveying parties attached

Name Lacey Distribution, Inc.

Effective
Month Day Year
02 15 2001

Formerly _____

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

Receiving Party

Mark if additional names of conveying parties attached

Name Bank of America, N.A. as Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) 231 South LaSalle Street

Address (line 2) _____

Address (line 3) Chicago Illinois / USA 60697
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other a National Banking Organization
- 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).

08/27/2001 BDRNE 00000032 75467458

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 175.00 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

Domestic Representatives 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

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)		
<input type="text" value="75/467,458"/>	<input type="text" value="75/171,944"/>	<input type="text"/>	<input type="text" value="1868002"/>	<input type="text" value="1349539"/>	<input type="text" value="1955407"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2034375"/>	<input type="text" value="1740563"/>	<input type="text" value="2277577"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method Enclosed Deposit Deposit Account

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

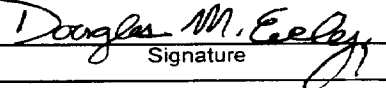
Deposit Account Number: #

Authorization to charge additional 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.

Douglas M. Eveleigh
Name of Person Signing


Signature

August 20, 2001
Date Signed

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of, February 15, 2001, between LACY DISTRIBUTION, INC (the "Grantor") and BANK OF AMERICA, N.A., as agent (together with any successor(s) thereto in such capacity, the "Agent") for each of the Lenders (as defined below);

W I T N E S S E T H :

WHEREAS, pursuant to an Amended and Restated Credit Agreement, dated as of February 15, 2001 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among the Company and certain subsidiaries of the Company, including the Grantor (collectively, the "Borrowers"), the various commercial lending institutions (individually a "Lender" and collectively the "Lenders") as are, or may from time to time become, parties thereto and the Agent, the Lenders have extended Commitments to make Loans to the Borrowers; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the initial Loans under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Loans made from time to time to the Borrowers by the Lenders pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans (including the initial Loans) to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the [Obligations], the Grantor does hereby mortgage, pledge and hypothecate to the Agent, and grant to the Agent a security interest in, for its benefit and the benefit of each Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the collateralization of all Letters of Credit in a manner satisfactory to the Agent, the payment in full of all Obligations (other than indemnification Obligations as to which no claim has been asserted) and the termination of all Commitments, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LACY DISTRIBUTION, INC.

By: W. D. A. Hinton
Title: TREASURER / CFO

Address: _____

Attention: _____

Telex: _____

Telecopier: _____

BANK OF AMERICA, N.A., as Agent

By: _____
Title: _____

Address: _____

Attention: _____

Telex: _____

Telecopier: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LACY DISTRIBUTION, INC.

By: _____

Title: _____

Address: _____

Attention: _____

Telex: _____

Telecopier: _____

BANK OF AMERICA, N.A., as Agent

By: Shouil Gil

Title: Assistant Vice President

Address: 231 S. LaSalle St., 16th floor
Chicago, IL 60697

Attention: Account Executive for LDI, Ltd.

Telex: _____





Telecopier: 312-974-8760


TRADEMARK
REEL: 002504 FRAME: 0326





Attachment 1 to Agreement (Trademark)


Lacy Distribution, Inc.

COUNTRY	MARK	REG. NO./SERIAL NO.	LICENSEE(S)
United States	ANSWER	1,868,002	Answer Products, Inc. Ed Tucker JAKKS MC SONY Spin Master Toys, Inc. THQ
United States	ANSWER	1,349,539	Answer Products, Inc. Ed Tucker JAKKS MC SONY Spin Master Toys, Inc. THQ
United States		75/467,458	Answer Products, Inc. Ed Tucker Spin Master Toys, Inc.
United States		74/171944	Answer Products, Inc. Ed Tucker
United States		1,955,407	Answer Products, Inc. Ed Tucker SONY
United States	POSI LINK	2,034,375	Answer Products, Inc., Ed Tucker SONY
United States		1,740,563	Answer Products, Inc., Ed Tucker SONY
United States	PRO TAPER	2,277,577	Answer Products, Inc. Ed Tucker SONY
Australia	ANSWER	668,412	Answer Products, Inc. Ed Tucker JAKKS MC SONY Spin Master Toys, Inc. THQ
Australia	ANSWER	668,413	Answer Products, Inc. Ed Tucker

COUNTRY	MARK	REG. NO./SERIAL NO.	LICENSEE(S)
			JAKKS MC SONY Spin Master Toys, Inc. THQ
Australia		374,108	Answer Products, Inc. Ed Tucker SONY Spin Master Toys, Inc. THQ
Australia		374,110	Answer Products, Inc. Ed Tucker SONY Spin Master Toys, Inc.
China	ANSWER	960,034,814	Answer Products, Inc. Ed Tucker JAKKS MC SONY Spin Master Toys, Inc. THQ
European Community	ANSWER	97,279	Answer Products, Inc. Ed Tucker MC SONY Spin Master Toys, Inc. THQ
France		1,641,894	Answer Products, Inc. Ed Tucker SONY Spin Master Toys, Inc. THQ
Germany	ANSWER	39,504,048	Answer Products, Inc. Ed Tucker SONY Spin Master Toys, Inc. MC THQ
Germany		2,062,787	Answer Products, Inc. Ed Tucker SONY Spin Master Toys, Inc. MC THQ
Italy	ANSWER	723,572	Answer Products, Inc. Ed Tucker JAKKS MC SONY Spin Master Toys, Inc. THQ

COUNTRY	MARK	REG. NO./SERIAL NO.	LICENSEE(S)
Italy		558,523	Answer Products, Inc. Ed Tucker JAKKS MC SONY Spin Master Toys, Inc. THQ
Japan	ANSWER	4,311,007	Answer Products, Inc. Ed Tucker JAKKS MC SONY Spin Master Toys, Inc. THQ
Japan	ANSWER	4,414,483	Answer Products, Inc. Ed Tucker JAKKS MC SONY Spin Master Toys, Inc.
Japan	ANSWER	7-72304	Answer Products, Inc. Ed Tucker JAKKS MC SONY Spin Master Toys, Inc.
Paraguay	ANSWER	203452	Answer Products, Inc. Ed Tucker JAKKS MC SONY Spin Master Toys, Inc. THQ
Spain	ANSWER	1,641,402	Answer Products, Inc. Ed Tucker JAKKS MC SONY Spin Master Toys, Inc. THQ
Taiwan	ANSWER	797,769	Answer Products, Inc. Ed Tucker JAKKS MC SONY Spin Master Toys, Inc. THQ

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