



08-23-2002



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ET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

1. Name of conveying party(ies): 8-16-02 Oriental Trading Company, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Grant of Trademark Security Interest

Execution Date: 8/9/02

2. Name and address of receiving party(ies)

Name: BNP Paribas

Internal Address:

Street Address: 787 Seventh Avenue

City: New York State: NY Zip: 10019

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

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) see attached

B. Trademark Registration No.(s) see attached

Additional number(s) attached Yes No

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

Name: Richard Feldman

Internal Address: O'Melveny & Myers LLP

Street Address: 153 East 53rd Street

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41): \$ 415.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Richard Feldman Name of Person Signing

Signature

8/16/02 Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002567 FRAME: 0700



SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

<u>Mark</u>	<u>Application Serial Number</u>	<u>Registration or Application Date</u>	<u>Registration Number</u>
1. Our Earth	74/145120	4-13-93	1,765,166
2. Friendship Club	74/802362	9-23-97	2,100,038
3. Friendship Club	74/501934	2-3-98	2,134,712
4. Terry's Village	76/296547	2-26-02	2,543,046
5. Terry's Village Logo	74/537285	1-6-98	2,127,520
6. Happysacks	74/686773	3-19-96	1,963,552
7. Fun Express	74/655276	7-16-96	1,986,834
8. Fun Express & Design	76/215965	2-26-01	
9. Inspirations A Celebration of Faith	74/664666	6-24-97	2,074,301
10. World's Biggest Toybox	75/172555	12-30-97	2,125,227
11. OTC logo design	73/583517	12-9-86	1,419,837
12. Oriental Trading	74/278581	2-23-93	1,754,376
13. David Kay	74/124493	12-3-91	1,666,726
14. Little Red Wagon	75/514632	12-14-99	2,300,930
15. a•r•e•i•c•l•e•c•s	75/482798	9-11-01	2,488,017
16. Sensational Crafts	75/345934	8-25-97	

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, ORIENTAL TRADING COMPANY, INC., a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit Agreement dated as of August 9, 2002 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), General Electric Capital Corporation, as syndication agent, and BNP Paribas, as administrative agent for Lenders (in such capacity, “**Secured Party**”), documentation agent and book-running manager pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, Grantor may from time to time enter, or may from time to time have entered, into one or more Hedge Agreements (collectively, the “**Lender Hedge Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, “**Hedge Agreement Counterparties**”); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of August 9, 2002 (said Security Agreement, as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

1. all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including,

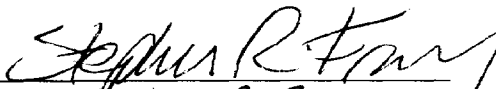
without limitation, the registrations and applications specifically identified in Schedule A) (the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

2. all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes: (a) whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Trademark Collateral; (b) whatever is collected on, or distributed on account of, the Trademark Collateral; (c) rights arising out of the Trademark Collateral; (d) to the extent of the value of the Trademark Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Trademark Collateral; (e) to the extent of the value of the Trademark Collateral, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Trademark Collateral (whether or not Secured Party is the loss payee thereof); and (f) whatever is receivable or received when the Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.
3. Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party 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 are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 9th day of August 2002.

ORIENTAL TRADING COMPANY, INC.

By: 
Name: Stephen R. Frary
Title: President