

09-09-2002



102215046

Form PTO-1594 (Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

RECORDATION TRADEM

MENT OF COMMERCE it 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):

Classic Media, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State DE 9-3-02 Other

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

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank

Internal Address: Garrett Verdane

Street Address: 1166 Avenue of the Americas

City: New York State: NY Zip:

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

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

Execution Date: August 26, 2002

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

A. Trademark Application No. (s)

74/090,017

B. Trademark Registration No. (s)

2,540,856

Additional number(s) attached Yes No (See Schedule A pgs. 2-7)

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

Name: Seth Jaffer

Internal Address: Morgan, Lewis & Bockius LLP

Street Address: 101 Park Ave

City: New York State: NY Zip: 10178

6. Total number of applications and registrations involved: 102

7. Total fee (37 CFR 3.41): \$2,565.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

13-4520

(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.

Meytal Kusni Name of Person Signing

Signature

9/26/02 Date

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

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

09/06/2002 TDI021

00000113 76090017

01 FC:481

40.00 DP

02 FC:482

2525.00 DP

SEP 28 '01 14:00

TRADEMARK REEL: 2576 FRAME: 0929

Additional Conveying Parties:

Harvey Entertainment, Inc.

UPA Industries

Gold Key Home Video, Inc.

Harvey Assets Company LLC

UPA Productions of America

UPARIO Music

UPA Music Company

CLASSIC MEDIA INC.  
Harvey Entertainment, Inc.  
UPA Production of America

Owner Trademark Report by Mark  
Country: US  
Status: REGISTERED

Printed: 8/21/2002 Page

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>BABY HUEY</b>							
UNITED STATES	T00159US10	9/4/1998	75/548,106	2/19/2002	2,540,856	REGISTERED	29
<b>BABY HUEY THE BABY GIANT</b>							
UNITED STATES	T00143US00	11/14/1960	72/108,322	10/3/1961	722,259	REGISTERED	16
<b>BROADWAY COMICS</b>							
UNITED STATES	T00122US00	2/21/1995	74/636,878	10/29/1996	2,012,719	REGISTERED	16
<b>CASPER</b>							
UNITED STATES	T00135US00	7/23/1996	75/138,546	1/20/1998	2,129,953	REGISTERED	41
UNITED STATES	T00135US01	7/23/1996	75/138,546	1/20/1998	2,129,953	REGISTERED	41
UNITED STATES	T00135US02	1/21/1994	74/482,940	4/1/1997	2,049,395	REGISTERED	28
UNITED STATES	T00135US03	1/21/1994	74/482,072	3/5/1996	1,960,832	REGISTERED	25
<b>CASPER (&amp; Design)</b>							
UNITED STATES	T00136US00	11/8/1994	74/596,335	6/17/1997	2,072,222	REGISTERED	09,16,25 28
UNITED STATES	T00136US01	11/7/1994	74/596,313	7/14/1998	2,173,255	REGISTERED	18,21,24
<b>CASPER THE FRIENDLY GHOST</b>							
UNITED STATES	T00151US00	12/11/1964	72/207,962	8/24/1965	794,827	REGISTERED	16
<b>CASPER THE FRIENDLY GHOST (Stylized)</b>							
UNITED STATES	T00177US00	11/14/1960	72/108,321	10/3/1961	722,258	REGISTERED	16
<b>CASPER'S GHOSTLAND AND ALL HIS FRIENDS (stylized)</b>							
UNITED STATES	T00178US00	11/29/1962	72/158,155	9/3/1963	756,109	REGISTERED	16
<b>FATALE</b>							
UNITED STATES	T00123US00	2/21/1995	74/680,875	10/8/1996	2,007,250	REGISTERED	16
<b>HARVEY CLASSICS (and Design)</b>							
UNITED STATES	T00139US00	9/11/1995	74/727,403	10/15/1996	2,008,098	REGISTERED	16
<b>HARVEY CLASSICS RICHIE RICH (and Design)</b>							
UNITED STATES	T00180US00	9/11/1995	74/727,435	10/8/1996	2,005,966	REGISTERED	16
<b>HERMAN AND KATNIP (and Design)</b>							
UNITED STATES	T00182US00	11/28/1962	72/159,071	9/3/1963	756,106	REGISTERED	16
<b>HOT STUFF &amp; Design</b>							
UNITED STATES	T00142US00	1/23/1980	73/247,368	12/1/1981	1,190,114	REGISTERED	16

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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**KNIGHTS ON BROADWAY**

UNITED STATES	T00124US00	8/7/1996	75/146,679	8/26/1997	2,091,091	REGISTERED	16
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**LAMB CHOP**

UNITED STATES	T00004US1	5/24/1988	73/730,533	2/21/1989	1,526,174	REGISTERED	41
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**LASSIE**

UNITED STATES	T00010US1	3/22/1993	74/370,706	1/19/1999	2,219,095	REGISTERED	09
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UNITED STATES	T00010US2	8/11/1995	74/714,226	12/8/1998	2,209,373	REGISTERED	16
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UNITED STATES	T00010US3	5/17/1993	74/390,911	6/30/1998	2,169,777	REGISTERED	28
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UNITED STATES	T00010US4	8/17/1977	73/137,918	4/18/1978	1,089,519	REGISTERED	03,05,06 18,21
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UNITED STATES	T00010US5	7/31/1957	72/034,711	11/25/1958	670,403	REGISTERED	41
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UNITED STATES	T00010US6	3/31/1994	74/507,675	9/17/1996	2,000,556	REGISTERED	05
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**LITTLE DOT**

UNITED STATES	T00184US00	3/7/1986	73/587,367	9/23/1986	1,410,490	REGISTERED	16
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**LITTLE LOTTA**

UNITED STATES	T00185US00	1/23/1980	73/247,369	11/17/1981	1,178,057	REGISTERED	16
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**LITTLE LULU**

UNITED STATES	T00050US1	6/20/1973	72/460,870	8/6/1974	990,189	REGISTERED	16
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UNITED STATES	T00050US2	9/18/1972	72/436,008	7/3/1973	962,620	REGISTERED	28
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UNITED STATES	T00050US3	4/5/1972	72/420,496	5/22/1973	959,441	REGISTERED	16
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UNITED STATES	T00050US4	3/27/1972	72/419,687	5/8/1973	958,607	REGISTERED	16
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UNITED STATES	T00050US5	3/27/1972	72/419,687	5/8/1973	958,607	REGISTERED	16
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UNITED STATES	T00050US6	4/5/1972	72/420,496	5/22/1973	959,441	REGISTERED	16
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UNITED STATES	T00050US7	9/18/1972	72/436,008	7/3/1973	962,620	REGISTERED	16
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UNITED STATES	T00050US8	6/20/1973	72/460,870	8/6/1974	990,189	REGISTERED	16
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**LONE RANGER**

UNITED STATES	T00007US3	3/22/1993	74/370,704	7/14/1998	2,173,208	REGISTERED	09
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UNITED STATES	T00007US4	3/9/1993	74/366,207	6/30/1998	2,169,772	REGISTERED	16
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UNITED STATES	T00007US5	5/17/1993	74/390,778	2/24/1998	2,139,305	REGISTERED	28
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UNITED STATES	T00007US6	6/14/1967	72/273,917	6/4/1968	0,950,146	REGISTERED	28
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UNITED STATES	T00007US7	3/9/1993	74/366,147	11/25/1997	2,116,491	REGISTERED	25
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**NEMESIS (and design)**

UNITED STATES	T00186US00	5/7/1993	74/388,922	7/12/1994	1,845,129	REGISTERED	16
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**NIGHTMARE THE GALLOPING GHOST (and Design)**

UNITED STATES	T00187US00	11/28/1962	72/158,072	9/3/1963	756,107	REGISTERED	38
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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>PLAYFUL LITTLE AUDREY (stylized)</b>							
UNITED STATES	T00188US00	11/15/1960	72/108,482	10/3/1961	722,261	REGISTERED	38
<b>POWERS THAT BE</b>							
UNITED STATES	T00128US00	2/22/1995	74/640,345	10/8/1996	2,007,137	REGISTERED	16
<b>RAGS RABBIT (and Design)</b>							
UNITED STATES	T00189US00	2/15/1946	71/496,622	9/9/1947	432,587	REGISTERED	38
<b>RICHIE RICH THE POOR LITTLE RICH BOY</b>							
UNITED STATES	T00171US00	7/24/1961	72/124,545	4/24/1962	730,456	REGISTERED	38
UNITED STATES	T00171US01	11/15/1960	72/108,483	8/29/1961	720,703	REGISTERED	38
<b>SENSORY MARK (LONE RANGER)</b>							
UNITED STATES	T00007US0	2/22/1995	74/639,802	5/12/1998	2,155,924	REGISTERED	09
UNITED STATES	T00007US1	2/22/1995	74/639,801	5/12/1998	2,155,923	REGISTERED	41
<b>SHADOW STATE</b>							
UNITED STATES	T00129US00	2/22/1995	74/640,350	5/27/1997	2,065,561	REGISTERED	16
<b>STAR SEED</b>							
UNITED STATES	T00125US00	7/31/1996	75/142,699	6/24/1997	2,073,947	REGISTERED	16
<b>THE BABY HUEY SHOW (stylized)</b>							
UNITED STATES	T00190US00	12/5/1994	74/606,979	8/22/1995	1,935,529	REGISTERED	41
<b>THE CHARLIE HORSE MUSIC PIZZA</b>							
UNITED STATES	T00016US4	6/26/1998	75/509,572	6/15/1999	2,259,736	REGISTERED	41
<b>THE GHOSTLY TRIO (and Design)</b>							
UNITED STATES	T00191US00	11/28/1962	72/158,070	9/3/1963	756,105	REGISTERED	38
<b>THE LITTLE LULU SHOW</b>							
UNITED STATES	T00050US09	6/2/1992	75/495,008	12/7/1999	2,297,686	REGISTERED	41
<b>THE LONE RANGER</b>							
UNITED STATES	T00009US00	5/20/1983	73/426,785	1/15/1985	1,314,682	REGISTERED	21
UNITED STATES	T00008US01	3/19/1963	72/165,011	5/26/1964	0,770,539	REGISTERED	41
<b>UNDERDOG</b>							
UNITED STATES	T00025US4	9/17/1996	75/167,385	9/19/2000	2,388,045	REGISTERED	16
UNITED STATES	T00025US6	10/19/1996	75/182,377	3/24/1998	2,145,933	REGISTERED	41
UNITED STATES	T00025US8	9/17/1996	75/167,390	6/5/2001	2,457,509	REGISTERED	09
<b>UNDERDOG DESIGN</b>							
UNITED STATES	T00025US2	9/17/1996	75/167,386	9/19/2000	2,388,046	REGISTERED	16
<b>UPA</b>							
UNITED STATES	T00210US00	12/12/1955	71/696,329	5/5/1959	678,124	REGISTERED	09

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>VISAGE COMICS</b>							
UNITED STATES	T00126US00	2/8/1996	75/054,920	12/23/1997	2,124,250	REGISTERED	16
UNITED STATES	T00126US01	2/7/1996	75/054,919	5/12/1998	2,157,295	REGISTERED	41
<b>WENDY THE GOOD LITTLE WITCH (stylized)</b>							
UNITED STATES	T00192US00	11/7/1960	72/107,944	10/3/1961	722,254	REGISTERED	16
<b>WENDY THE WITCH</b>							
UNITED STATES	T00196US03			5/21/2002	2,571,747	REGISTERED	28
END OF REPORT						TOTAL ITEMS SELECTED =	66

**CLASSIC MEDIA INC.  
Harvey Entertainment, Inc.  
UPA Production of America**

Owner Trademark Report by Mark  
Country: US  
Status: PENDING

Printed: 8/21/2002 Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>BABY HUEY</b>							
UNITED STATES	T00159US00	7/13/2000	76/090,017			PENDING	05
UNITED STATES	T00159US01	7/13/2000	76/090,016			PENDING	41
UNITED STATES	T00159US08	9/4/1998	75/548,107			ALLOWED	15
UNITED STATES	T00159US09	9/4/1998	75/548,109			PENDING	09
UNITED STATES	T00159US11	9/4/1998	75/548,105			ALLOWED	25
<b>CASPER</b>							
UNITED STATES	T00135US04	7/26/2000	76/096,845			PENDING	41
<b>CASPER THE FRIENDLY GHOST</b>							
UNITED STATES	T00151US02	7/26/2000	76/096,843			PENDING	41
<b>FATSO</b>							
UNITED STATES	T00120US00	11/7/2000	76/161,497			PENDING	23
<b>GERALD MCBOING BOING</b>							
UNITED STATES	T00232US00	11/14/2000	76,165,101			ALLOWED	09
UNITED STATES	T00232US01	11/14/2000	76,166,236			ALLOWED	41
<b>GERALD MCBOING BOING (&amp; Design)</b>							
UNITED STATES	T00232US02	2/2/2001	76,204,391			ALLOWED	09
UNITED STATES	T00232US03	2/2/2001	76,204,391			ALLOWED	41
<b>HOT STUFF &amp; Design #3</b>							
UNITED STATES	T00164US00	11/25/1998	75/595,876			ALLOWED	25
<b>HOT STUFF THE TUFF LITTLE DEVIL (and Design) #1</b>							
UNITED STATES	T00194US00	11/25/1998	75/595,875			ALLOWED	25
<b>LAMB CHOP</b>							
UNITED STATES	T00004US02	7/11/2002	76,429,345			PENDING	28
UNITED STATES	T00004US03	7/11/2002	76,429,343			PENDING	25
UNITED STATES	T00004US04	7/11/2002	76,429,344			PENDING	18
<b>LONE RANGER</b>							
UNITED STATES	T00007US2	7/9/1996	74/131,669			ALLOWED	03
<b>MACK AND MYER FOR HIRE</b>							
UNITED STATES	T00228US00	7/11/2002	76,429,327			PENDING	41

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>MR. MAGOO</b>							
UNITED STATES	T00211US00		76,269,935			PENDING	09
UNITED STATES	T00230US00	5/3/2001	76,250,764			PENDING	41
UNITED STATES	T00231US00	5/3/2001	76,250,765			PENDING	09
<b>MY FAVORITE T.V.</b>							
UNITED STATES	T00226US00	7/11/2002	76,429,342			PENDING	09
UNITED STATES	T00226US01	7/11/2002	76,429,341			PENDING	41
<b>RICHIE RICH THE POOR LITTLE RICH BOY</b>							
UNITED STATES	T00171US02	7/26/2000	76/096,846			PENDING	41
<b>THE GHOSTLY TRIO</b>							
UNITED STATES	T00195US00	7/26/2000	76/096,844			PENDING	41
<b>TUOK</b>							
UNITED STATES	T00229US00	7/29/2002	76,435,306			PENDING	09
UNITED STATES	T00229US01	7/11/2002	76,429,348			PENDING	16
UNITED STATES	T00229US02	7/11/2002	76,429,347			PENDING	16
UNITED STATES	T00229US03	7/11/2002	76,429,346			PENDING	28
<b>UNDERDOG DESIGN</b>							
UNITED STATES	T00025US0	9/17/1996	75/167,388			ALLOWED	25
UNITED STATES	T00025US1	9/17/1996	75/167,392			ALLOWED	09
UNITED STATES	T00025US3	9/17/1996	75/167,387			ALLOWED	28
<b>WENDY THE WITCH</b>							
UNITED STATES	T00196US00	9/4/1998	75/548,112			PENDING	09
UNITED STATES	T00196US01	9/4/1998	75/548,111			PENDING	25
UNITED STATES	T00196US02	9/4/1998	75/548,101			PENDING	16
END OF REPORT						TOTAL ITEMS SELECTED =	37



# TRADEMARK SECURITY AGREEMENT

## (TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Classic Media, Inc., a Delaware corporation (the "Borrower") and the Guarantors referred to in the Credit Agreement (as hereinafter defined) (the Borrowers and the Guarantors being collectively referred to herein as the "Pledgors", and individually as a "Pledgor"), now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to that certain Credit, Security, Guaranty and Pledge Agreement, dated as of August 26, 2002 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among the Pledgors, the Lenders referred to therein (the "Lenders") and JPMorgan Chase Bank, as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent"), the Lenders have agreed to make loans to the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of itself and the Lenders) a security interest in and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations; and

WHEREAS, the Administrative Agent and the Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Administrative Agent (for the benefit of itself and the Lenders), as security for the Obligations, a continuing security interest in all of the Pledgors' right, title and interest in, to and under the following (all of the following items (i)-(iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Pledgors agree to deliver updated copies of Schedule A and Schedule B to the Administrative Agent at the end of any quarter in which the Pledgors register or otherwise adopt or acquire any Trademark not listed on Schedule A hereto or enter into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgors, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

The Pledgors agree that if any Person shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgors, the Administrative Agent or the Lenders or if any Person shall do or perform any acts which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30)

days' prior written notice to the Pledgors (or if an Event of Default is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgors or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Pledgors notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each of the Pledgors agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself and the Lenders) pursuant to the Credit Agreement. Each of the Pledgors and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been paid in full and performed, the Administrative Agent (on behalf of itself and the Lenders), shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of itself and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of itself and the Lenders) agrees that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur and be continuing an Event of Default.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.**

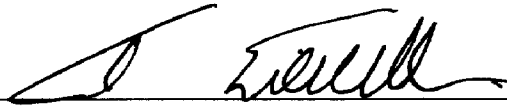
This Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

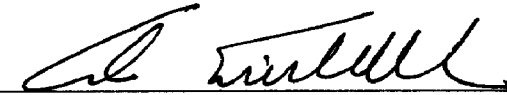
[Signature Page Follows]

IN WITNESS WHEREOF, the Pledgers have caused this Trademark Security Agreement to be duly executed as of August 26, 2002.

CLASSIC MEDIA, INC.

By:   
Name:  
Title: CFO

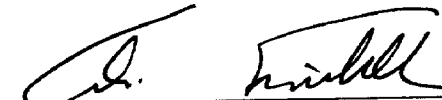
HARVEY ENTERTAINMENT, INC.

By:   
Name:  
Title: CFO


UPA INDUSTRIES

By:   
Name:  
Title: CFO


GOLD KEY HOME VIDEO, INC.

By:   
Name:  
Title: CFO


HARVEY ASSETS COMPANY LLC

By:   
Name:  
Title: CFO


UPA PRODUCTIONS OF AMERICA

By:   
Name:  
Title: CFO

UPARIO MUSIC

By:   
Name:  
Title: CFO

UPA MUSIC COMPANY

By:   
Name:  
Title: CFO

Accepted:

JPMORGAN CHASE BANK,  
as Administrative Agent

By \_\_\_\_\_  
Name:  
Title:

UPA PRODUCTIONS OF AMERICA

By: \_\_\_\_\_  
Name:  
Title:

UPARIO MUSIC

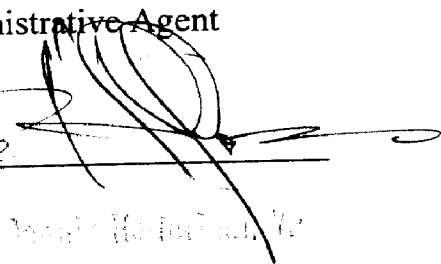
By: \_\_\_\_\_  
Name:  
Title:

UPA MUSIC COMPANY

By: \_\_\_\_\_  
Name:  
Title:

Accepted:

JPMORGAN CHASE BANK,  
as Administrative Agent

By  \_\_\_\_\_  
Name:  
Title: *Assistant Vice President*

STATE OF New York )  
 : ss.:  
COUNTY OF New York )

On this the 23<sup>rd</sup> day of August, 2002, before me, Peter L. Brooks,  
the undersigned Notary Public, personally appeared Colin Finkelstein,

personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the \_\_\_\_\_  
of the corporation known as Classic Media, Inc. (the "Corporation") who executed the foregoing  
instrument on behalf of the Corporation and acknowledged that the Corporation executed it  
pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

PETER L. BROOKS  
Notary Public State of New York  
No. 31 4979018  
Qualified in New York County  
Commission Expires 05/02/2003

P. Brooks  
Notary Public

STATE OF New York )  
 : ss.:  
COUNTY OF New York )

On this the 23<sup>rd</sup> day of August, 2002, before me, Peter L. Brooks,  
the undersigned Notary Public, personally appeared Colin Finkelstein,

personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the \_\_\_\_\_  
of the corporation known as Harvey Entertainment, Inc. (the "Corporation") who executed the  
foregoing instrument on behalf of the Corporation and acknowledged that the Corporation  
executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

PETER L. BROOKS  
Notary Public State of New York  
No. 31 4979018  
Qualified in New York County  
Commission Expires 05/02/2003

P. Brooks  
Notary Public



STATE OF New York )  
 : ss.:  
COUNTY OF New York )

On this the 23<sup>rd</sup> day of August, 2002, before me, Peter L. Brooks,  
the undersigned Notary Public, personally appeared Colin Finkelstein,

personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the \_\_\_\_\_  
of the corporation known as UPA Industries (the "Corporation") who executed the foregoing  
instrument on behalf of the Corporation and acknowledged that the Corporation executed it  
pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

PETER L. BROOKS  
Notary Public State of New York  
No. 31 4978018  
Qualified in New York County  
Commission Expires 05/02/2003

Peter L. Brooks  
Notary Public

STATE OF New York )  
 : ss.:  
COUNTY OF New York )

On this the 23<sup>rd</sup> day of August, 2002, before me, Peter L. Brooks,  
the undersigned Notary Public, personally appeared Colin Finkelstein,

personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the \_\_\_\_\_  
of the corporation known as Gold Key Home Video, Inc. (the "Corporation") who executed the  
foregoing instrument on behalf of the Corporation and acknowledged that the Corporation  
executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

PETER L. BROOKS  
Notary Public State of New York  
No. 31 4978018  
Qualified in New York County  
Commission Expires 05/02/2003

Peter L. Brooks  
Notary Public

STATE OF New York )

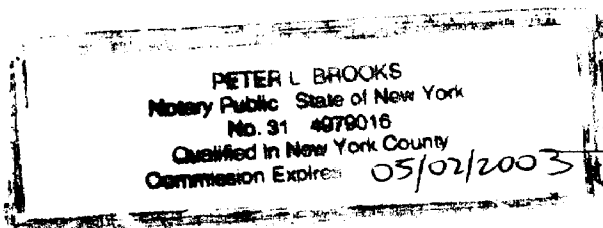
: SS.:  
COUNTY OF New York )

On this the 23<sup>rd</sup> day of August, 2002, before me, Peter L. Brooks,  
the undersigned Notary Public, personally appeared Colin Finkelstein,

personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the \_\_\_\_\_  
of the corporation known as Harvey Assets Company LLC (the "Corporation") who executed the  
foregoing instrument on behalf of the Corporation and acknowledged that the Corporation  
executed it pursuant to a resolution of its Members.

WITNESS my hand and official seal.



Peter L. Brooks  
Notary Public

STATE OF New York )

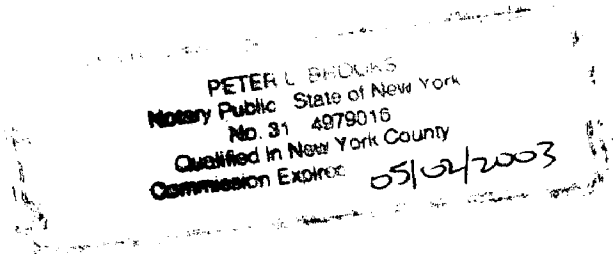
: SS.:  
COUNTY OF New York )

On this the 23<sup>rd</sup> day of August, 2002, before me, Peter L. Brooks,  
the undersigned Notary Public, personally appeared \_\_\_\_\_,

personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the \_\_\_\_\_  
of the corporation known as UPA Productions of America (the "Corporation") who executed the  
foregoing instrument on behalf of the Corporation and acknowledged that the Corporation  
executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Peter L. Brooks  
Notary Public

STATE OF New York )  
 : ss.:  
COUNTY OF New York )

On this the 23<sup>rd</sup> day of August, 2002, before me, Peter L. Brooks,  
the undersigned Notary Public, personally appeared Colin Finkelstein.

personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the \_\_\_\_\_  
of the corporation known as UPARIO Music (the "Corporation") who executed the foregoing  
instrument on behalf of the Corporation and acknowledged that the Corporation executed it  
pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

PETER L. BROOKS  
Notary Public State of New York  
No. 31 4979016  
Qualified in New York County  
Commission Expires 5/2/03

Peter L. Brooks  
Notary Public

STATE OF New York )  
 : ss.:  
COUNTY OF New York )

On this the 23<sup>rd</sup> day of August, 2002, before me, Peter L. Brooks,  
the undersigned Notary Public, personally appeared Colin Finkelstein.

personally known to me,

[ ] proved to me on the basis of satisfactory evidence, to be the \_\_\_\_\_  
of the corporation known as UPA Music Company (the "Corporation") who executed the  
foregoing instrument on behalf of the Corporation and acknowledged that the Corporation  
executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

PETER L. BROOKS  
Notary Public State of New York  
No. 31 4979016  
Qualified in New York County  
Commission Expires 5/2/03

Peter L. Brooks  
Notary Public

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
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REGNO	TMARK	APPNO	COUNTRY	FILE	REG
56114	BABY HUEY	98-6400	SOUTH KOREA	8/13/1998	8/23/1999
6,366,260	BOLINHA		BRAZIL		6/25/1976
9835/93	CASPER	S/9835/93	SINGAPORE	12/14/1993	12/14/1993
516404	CASPER	188041	MEXICO	1/14/1994	2/ 6/1996
533646	CASPER	188032	MEXICO	1/14/1994	10/10/1996
516403	CASPER	188035	MEXICO	1/14/1994	2/ 6/1996
94001222	CASPER	MA/01222/94	MALAYSIA	2/18/1994	2/18/1994
MA/1221/94	CASPER	MA/1221/94	MALAYSIA	2/18/1994	5/ 9/1996
308491	CASPER	93-46459	SOUTH KOREA	12/24/1993	2/22/1995
347018	CASPER	95-6171	SOUTH KOREA	2/21/1995	9/18/1996
318181	CASPER	93-46458	SOUTH KOREA	12/24/1993	7/ 4/1995
679396	CASPER	83027914	TAIWAN	4/15/1994	4/30/1995
307440	CASPER	93-46457	SOUTH KOREA	12/24/1993	1/28/1995
9108	CASPER	236259	PERU	2/ 4/1994	8/ 5/1994
11120	CASPER	42388	JORDAN	7/21/1996	3/17/1997
4176581	CASPER	6-120212	JAPAN	11/30/1994	8/14/1998
686510	CASPER	RM94C000206	ITALY	1/19/1994	9/18/1996
90390	CASPER	90390	ISRAEL	12/16/1993	11/ 3/1995
90393	CASPER	90393	ISRAEL	12/16/1993	11/ 3/1995
90392	CASPER	90392	ISRAEL	12/16/1993	10/ 5/1995
90391	CASPER	90391	ISRAEL	12/16/1993	11/ 3/1995
165074	CASPER	94 4982	IRELAND	8/ 9/1994	8/ 9/1994
333819	CASPER	4331	INDONESIA	3/11/1994	11/29/1996
313491	CASPER	93-46456	SOUTH KOREA	12/24/1993	5/16/1995
B93/11913	CASPER	93/11913	SOUTH AFRICA	12/13/1993	12/13/1993
669408	CASPER	83027912	TAIWAN	4/15/1994	1/31/1995
670902	CASPER	83027911	TAIWAN	4/15/1994	2/15/1995
742910	CASPER	83061469	TAIWAN	9/30/1994	1/ 1/1997
669899	CASPER	83027915	TAIWAN	4/15/1994	2/ 1/1995
668829	CASPER	83027916	TAIWAN	5/15/1994	1/15/1995
263982	CASPER	93-11889	SWEDEN	12/15/1993	2/ 3/1995
1796219	CASPER	1796219	SPAIN	12/24/1993	12/24/1993
1796217	CASPER	1796217	SPAIN	12/24/1993	12/24/1993
1796216	CASPER	1796216	SPAIN	12/24/1993	12/24/1993
9060	CASPER	236260	PERU	2/ 4/1994	8/ 5/1994
B93/11914	CASPER	93/11914	SOUTH AFRICA	12/13/1993	12/13/1993
9059	CASPER	236261	PERU	2/ 4/1994	8/ 5/1994
B93/11912	CASPER	93/11912	SOUTH AFRICA	12/13/1993	12/13/1993
316/39	CASPER	23273	SAUDI ARABIA	12/13/1993	8/ 8/1994
316/38	CASPER	23272	SAUDI ARABIA	12/13/1993	8/ 8/1994
297155	CASPER	297155H	PORTUGAL	12/28/1993	3/ 7/1995
297154	CASPER	297154G	PORTUGAL	12/28/1993	3/ 7/1995
297153	CASPER	297153F	PORTUGAL	12/28/1993	3/ 7/1995
197152	CASPER	297152E	PORTUGAL	12/28/1993	3/ 7/1995
99.178	CASPER	Z-127.938	POLAND	12/21/1993	4/24/1998
9009	CASPER	236262	PERU	2/ 4/1994	8/ 9/1994
336435	CASPER	4334	INDONESIA	3/10/1994	6/ 8/1995
B93/11915	CASPER	93/11915	SOUTH AFRICA	12/13/1993	12/13/1993
817909460	CASPER	817909460	BRAZIL	7/ 6/1994	9/14/1999
183314	CASPER	94003530	COLOMBIA	2/ 3/1994	10/23/1995
170481	CASPER	94017276	COLOMBIA	4/27/1994	9/16/1994
803419	CASPER	3189	CHINA	4/19/1994	12/28/1995
1087357	CASPER	94033091	CHINA	4/19/1994	8/28/1997
877398	CASPER	94033090	CHINA	4/19/1994	10/ 7/1996
441390	CASPER	274742	CHILE	5/20/1994	3/16/1995

Foreign Registered

Note to PTO  
No record at  
for these  
foreign  
registrations

TRADEMARK

REGNO	TMARK	APPNO	COUNTRY	FILE	REG
117898182	CASPER	817898182	BRAZIL	6/21/1994	3/ 5/1996
317898131	CASPER	817898131	BRAZIL	6/21/1994	3/ 5/1996
317898140	CASPER	817898140	BRAZIL	6/21/1994	3/ 5/1996
334177	CASPER	4332	INDONESIA	3/ 1/1994	11/ 5/1996
317898123	CASPER	817898123	BRAZIL	6/21/1994	3/26/1996
94525264	CASPER	94525264	FRANCE	6/17/1994	6/17/1994
317898166	CASPER	817898166	BRAZIL	6/21/1994	10/ 8/1996
817898158	CASPER	817898158	BRAZIL	6/21/1994	3/ 5/1996
81789115	CASPER	817898115	BRAZIL	6/21/1994	3/ 5/1996
151604	CASPER	AM 5908 93	AUSTRIA	12/14/1993	3/14/1994
618,507	CASPER		AUSTRALIA		12/13/1993
1,601,718	CASPER		ARGENTINA		5/28/1996
1,528,869	CASPER		ARGENTINA		6/30/1994
1,586,443	CASPER		ARGENTINA		12/27/1995
1,775,987	CASPER		ARGENTINA		2/23/2000
817898174	CASPER	817898174	BRAZIL	6/21/1994	3/18/1997
316/41	CASPER	23275	SAUDI ARABIA	12/13/1993	8/ 8/1994
442500	CASPER	D98 15273	INDONESIA	9/ 7/1998	9/ 7/1998
B13105/1998	CASPER	93-13956	HONG KONG	12/22/1993	12/15/1998
B7525/97	CASPER	13955/93	HONG KONG	12/22/1993	7/25/1997
B3523/1998	CASPER	93-13954	HONG KONG	12/22/1993	4/15/1998
B9781.1998	CASPER	13953 93	HONG KONG	12/22/1993	9/22/1998
108787	CASPER		GUATEMALA		11/14/2000
107867	CASPER		GUATEMALA		11/27/2000
108322	CASPER		GUATEMALA		11/29/2000
118383	CASPER	118383	GREECE	3/28/1994	12/17/1996
170451	CASPER	94003451	COLOMBIA	2/ 3/1994	11/18/1994
T93/9836A	CASPER	S/9836/93	SINGAPORE	12/14/1993	11/17/1999
168318	CASPER	94003449	COLOMBIA	2/ 3/1994	9/16/1994
316/40	CASPER	23274	SAUDI ARABIA	12/13/1993	8/ 8/1994
73613	CASPER	073613	PANAMA	11/30/1994	5/20/1997
73596	CASPER	073596	PANAMA	11/30/1994	11/30/2004
73599	CASPER	073599	PANAMA	11/30/1994	10/10/1997
232774	CASPER	232774	NEW ZEALAND	12/13/1993	12/13/1993
B232773	CASPER	B232773	NEW ZEALAND	12/13/1993	12/13/1993
232772	CASPER	232772	NEW ZEALAND	12/13/1993	12/13/1993
232771	CASPER	232771	NEW ZEALAND	12/13/1993	12/13/1993
3049422	CASPER	3049422	FRANCE	9/ 1/2000	9/ 1/2000
336112	CASPER	4333	INDONESIA	3/11/1994	12/11/1996
2079784	CASPER	H71124 16Wz	GERMANY	12/16/1993	10/ 7/1994
1558469	CASPER	1558469	UNITED KINGDO	1/ 6/1994	1/ 6/1994
KOR47908	CASPER	290104	THAILAND	7/27/1995	7/27/1995
Kor62059	CASPER	290102	THAILAND	7/27/1995	8/16/1997
1558472	CASPER	1558472	UNITED KINGDO	1/ 6/1994	1/ 6/1994
1558470	CASPER	1558470	UNITED KINGDO	1/ 6/1994	1/ 6/1994
150966	CASPER	14324/93	TURKEY	12/23/1993	12/23/1993
516123	CASPER & Design	227334	MEXICO	3/17/1995	1/31/1996
495146	CASPER & Design	227335	MEXICO	3/17/1995	6/19/1995
511402	CASPER & Design	227337	MEXICO	3/17/1995	11/29/1995
123225	CASPER & Design		TURKEY		12/ 5/1990
075112	CASPER & Design	075112	PANAMA	4/ 5/1995	4/ 5/1995
531377	CASPER & Design	227336	MEXICO	3/17/1995	9/23/1996
75111	CASPER & Design	075111	PANAMA	4/ 5/1995	4/ 5/2000
20665649	CASPER & Design	1558471	UNITED KINGDO	1/ 6/1994	3/27/1996
2029576	CASPER & Design	2029576	UNITED KINGDO	8/ 7/1995	8/ 7/1995

REGNO	TMARK	APPNO	COUNTRY	FILE	REG
2065649	CASPER & Design	2065649	UNITED KINGDO	3/27/1996	3/27/1996
075107	CASPER & Design	075107	PANAMA	4/ 5/1995	4/ 5/2000
075108	CASPER & Design	075108	PANAMA	4/ 5/1995	4/ 5/1995
4046770	CASPER & Design	7-16282	JAPAN	2/23/1995	8/22/1997
95/12530	CASPER & Design	95/12530	SOUTH AFRICA	9/20/1995	9/20/1995
742912	CASPER & Design	844001679	TAIWAN	1/13/1995	1/ 1/1997
1,460,090	CASPER (& Design)		ARGENTINA		8/31/1993
4176582	CASPER (& Design)	6-120214	JAPAN	11/30/1994	8/14/1998
4338318	CASPER (& Design)	7-6697	JAPAN	1/30/1995	11/26/1999
4011415	CASPER (& Design)	7-6698	JAPAN	1/30/1995	6/13/1997
3366374	CASPER (& Design)	7-16281	JAPAN	2/23/1995	12/12/1997
3353607	CASPER (& Design)	7-6700	JAPAN	1/30/1995	10/24/1997
4025811	CASPER (& Design)	7-16280	JAPAN	2/23/1995	7/11/1997
4367802	CASPER (& Design)	7-6699	JAPAN	1/30/1995	3/17/2000
2138073	CASPER A SPIRITED BEGINNIN	2138073	UNITED KINGDO	7/ 4/1997	7/ 4/1997
782972	CASPER A SPIRITED BEGINNIN	RM97C003322	ITALY	7/ 7/1997	1/ 6/1999
97685340	CASPER A SPIRITED BEGINNIN	97685340	FRANCE	7/20/1997	12/12/1997
39401499	CASPER Der Freundliche Geist	39401499	GERMANY	11/11/1994	3/ 1/1995
1600639	CASPER Design	2000058097	CHINA	4/29/2000	7/14/2001
820668770	CASPER design	820668770	BRAZIL	4/13/1998	10/ 1/2001
3248240	CASPER THE FRIENDLY GHOS	5-117862	JAPAN	11/25/1993	1/31/1997
4270049	CASPER THE FRIENDLY GHOS	5-117860	JAPAN	11/25/1993	5/ 7/1999
4011255	CASPER THE FRIENDLY GHOS	5-117861	JAPAN	11/25/1993	11/13/1997
3210119	CASPER THE FRIENDLY GHOS	5-117863	JAPAN	11/25/1993	10/31/1996
233983	CHARLEY HORSE	233983	NEW ZEALAND	2/ 7/1994	10/10/1996
1,354,291	CHARLEY HORSE	1,354,291	UNITED KINGDO	8/ 8/1988	8/ 8/1988
621891	CHARLEY HORSE	621891	AUSTRALIA	2/ 4/1994	6/13/1996
621892	CHARLEY HORSE	621892	AUSTRALIA	2/ 4/1994	3/ 7/1996
2 074 883	DIBS	H72659/9WZ	GERMANY	6/30/1994	7/ 1/1994
477844	FATALE	809643	CANADA	4/12/1996	6/16/1997
4151697	FATSO	6-77563	JAPAN		6/ 5/1998
2074884	FATSO	H72660/9WZ	GERMANY	6/30/1994	8/11/1994
4151696	FATSO	6-77561	JAPAN		6/ 5/1998
513100	GASPARIN	224216	MEXICO	8/16/1995	12/14/1995
513101	GASPARIN	224233	MEXICO	8/16/1995	12/14/1995
179889	GASPARIN	21579	PARAGUAY	10/19/1994	8/22/1995
188509	GASPARIN	21578	PARAGUAY	10/19/1994	10/10/1996
541093	GASPARIN	429060	CHILE	10/ 5/1998	5/25/1999
1,565,574	GASPARIN		ARGENTINA		7/ 3/1995
1,565,578	GASPARIN		ARGENTINA		7/ 3/1995
1,565,579	GASPARIN		ARGENTINA		7/ 3/2005
15979	GASPARIN	254214	PERU	11/ 7/1994	6/ 8/1995
524391	GASPARIN	322281	CHILE	1/22/1996	10/16/1998
188508	GASPARIN	21577	PARAGUAY	10/19/1994	10/10/1996
173662	GASPARIN	94/049616	COLOMBIA	10/31/1994	3/15/1995
1935105	GASPARIN	1935105	SPAIN	12/ 5/1994	12/ 5/1994
1935104	GASPARIN	1935104	SPAIN	12/ 5/1994	12/ 5/1994
173661	GASPARIN	94/049301	COLOMBIA	10/28/1994	3/ 9/1995
173644	GASPARIN	94/051246	COLOMBIA	11/10/1994	2/28/1995
15980	GASPARIN	254213	PERU	11/ 7/1994	6/ 8/1995
14397	GASPARIN	255433	PERU	11/23/1994	3/29/1995
273449	GASPARIN	273449	URUGUAY	10/26/1994	11/15/1996
574693	GASPARIN	289044	CHILE	10/19/1994	8/22/2000
1935103	GASPARIN	1935103	SPAIN	12/ 5/1994	12/ 5/1994
kor93892	Harvey Classics Design	350877	THAILAND	12/17/1997	6/21/1999

TRADEMARK  
REEL: 2576 FRAME: 0951

REGNO	TMARK	APPNO	COUNTRY	FILE	REG
747,729	Harvey Classics Design		AUSTRALIA		6/19/1998
56113	Harvey Classics Design	98-6399	SOUTH KOREA	8/13/1998	8/23/1999
428364	HARVEY CORPORATE DESIGN	D97 27323	INDONESIA	12/15/1997	3/31/1999
428048	HARVEY CORPORATE DESIGN	D97 27324	INDONESIA	12/15/1997	3/31/1999
428363	HARVEY CORPORATE DESIGN	D97 27322	INDONESIA	12/15/1997	3/31/1999
749,437	Harvey Corporate Design		AUSTRALIA		9/24/1999
11702/2001	HARVEY CORPORATE DESIGN	16959/97	HONG KONG	11/29/1997	10/11/2001
820904783	HARVEY CORPORATE DESIGN	820904783	BRAZIL	7/13/1998	5/29/2001
428111	HARVEY CORPORATE DESIGN	D97 27321	INDONESIA	12/15/1997	12/15/1997
7866/2000	HARVEY CORPORATE DESIGN	16960/97	HONG KONG	11/29/1997	6/ 5/2000
7865/2000	HARVEY CORPORATE DESIGN	16958/97	HONG KONG	11/29/1997	6/ 5/2000
733204	HARVEY CORPORATE DESIGN	000733204	EUROPEAN UNIO	6/16/1998	7/29/1999
733204	HARVEY CORPORATE DESIGN	000733204	EUROPEAN UNIO	6/16/1998	7/29/1999
427909	HARVEY CORPORATE DESIGN	D97 27320	INDONESIA	12/15/1997	12/15/1997
472/76	Harvey Corporate Design	44373	SAUDI ARABIA	6/20/1998	4/12/1999
199544	Harvey Corporate Design	97/9927	NORWAY	11/26/1997	3/30/1999
571027	Harvey Corporate Design	317540	MEXICO	12/15/1997	2/28/1998
571444	Harvey Corporate Design	317539	MEXICO	12/15/1997	2/27/1998
7867/2000	HARVEY CORPORATE DESIGN	16961/97	HONG KONG	11/29/1997	6/ 5/2000
kor91441	Harvey Corporate Design	359276	THAILAND	4/30/1998	6/28/1999
597265	Harvey Corporate Design	317537	MEXICO	12/15/1997	12/12/1999
452973	Harvey Corporate Design	98-6351	SOUTH KOREA	3/ 7/1998	8/19/1999
733204	Harvey Corporate Design	000733204	UNITED KINGDO	6/16/1998	7/29/1999
191670	Harvey Corporate Design	191670	TURKEY	12/30/1997	12/30/1997
kor95073	Harvey Corporate Design	359278	THAILAND	4/30/1998	7/12/1999
kor91685	Harvey Corporate Design	359277	THAILAND	4/30/1998	6/28/1999
kor100522	Harvey Corporate Design	359275	THAILAND	4/30/1998	12/28/1999
883759	Harvey Corporate Design	86060609	TAIWAN	11/27/1997	2/28/2000
849048	Harvey Corporate Design	86064263	TAIWAN	12/20/1997	10/15/1999
859684	Harvey Corporate Design	86060608	TAIWAN	11/27/1997	7/16/1999
574311	Harvey Corporate Design	317538	MEXICO	12/15/1997	3/31/1998
1,304,179	HI-YO SILVER	1304179	UNITED KINGDO	3/17/1987	8/28/1990
2,243,613	HI-YO SILVER	S62-031537	JAPAN	3/24/1987	7/30/1990
TMA320,949	HI-YO-SILVER	0557519	CANADA	2/18/1986	11/21/1986
139827	HOT STUFF	139827	GREECE	3/ 2/1999	11/17/2000
97 682 651	HOT STUFF	97 682 651	FRANCE	6/16/1997	11/28/1997
4367803	HOT STUFF		JAPAN		3/17/2000
4367803	HOT STUFF	09-189166	JAPAN	12/26/ 197	3/17/2000
1114701	HOT STUFF	001114701	EUROPEAN UNIO		8/17/2000
661129	HOT STUFF & Design	938809	BENELUX		
473941	HOT STUFF & Design	99-8001	SOUTH KOREA	5/28/1999	7/24/2000
99 781 227	HOT STUFF & Design	99781227	FRANCE	3/17/1999	8/27/1999
4363670	HOT STUFF & Design	9-189165	JAPAN	12/26/1997	2/25/2000
12243/2001	HOT STUFF & Design	5147/99	HONG KONG	4/24/1999	10/29/2001
458295	HOT STUFF & Design	D99 6589	INDONESIA	4/26/1999	
452135	HOT STUFF & Design	D99 2654	INDONESIA		
452134	HOT STUFF & Design	D99 2653	INDONESIA		
1476704	HOT STUFF & Design	9900070969	CHINA	6/22/1999	11/21/2001
39923990	HOT STUFF & Design	39923990.1	GERMANY	4/26/1999	4/26/1999
452137	HOT STUFF & Design	D99 2656	INDONESIA		
456121	HOT STUFF & Design	D99 6590	INDONESIA	4/26/1999	
452136	HOT STUFF & Design	D99 2655	INDONESIA		
11702/2001	HOT STUFF & Design	5146/99	HONG KONG	4/24/1999	10/11/2001
298096	HOT STUFF & Design #3	298096	NEW ZEALAND	9/11/1998	2/17/1999
298097	HOT STUFF & Design #3	298097	NEW ZEALAND	9/11/1998	2/17/1999



REGNO	TMARK	APPNO	COUNTRY	FILE	REG
886432	HOT STUFF & Design #3	87045338	TAIWAN	9/15/1998	3/15/2000
882042	HOT STUFF & Design #3	87045337	TAIWAN	9/15/1998	1/31/2000
298098	HOT STUFF & Design #3	298098	NEW ZEALAND	9/11/1998	2/17/1999
m2240515	HOT STUFF & Design #3	2240515	SPAIN	8/10/1999	6/ 5/2000
2240516	HOT STUFF & Design #3	2240516	SPAIN	6/10/1999	5/ 5/2000
298095	HOT STUFF & Design #3	298095	NEW ZEALAND	9/11/1998	9/11/1998
886656	HOT STUFF & Design #3	87045336	TAIWAN	9/15/1998	3/15/2000
1,354,287	HUSH PUPPY	1,354,287	UNITED KINGDO	8/ 8/1988	8/ 8/1988
1,354,292	LAMB CHOP	1,354,292	UNITED KINGDO	8/ 8/1988	8/ 8/1988
2060284	LAMB CHOP	61-41598	JAPAN	4/19/1986	7/22/1988
2035711	LAMB CHOP	61-41697	JAPAN	4/19/1986	3/30/1988
2063588	LAMB CHOP	61-40919	JAPAN	4/19/1986	7/22/1988
2063593	LAMB CHOP	61-40999	JAPAN	4/19/1986	7/22/1988
233982	LAMB CHOP	233982	NEW ZEALAND	4/ 4/1964	10/ 4/1996
TMA107,825	LASSIE	237,019	CANADA	8/11/1956	8/30/1957
TMA109,530	LASSIE	241,928	CANADA	8/10/1957	2/28/1958
TMA169,678	LASSIE	317,291	CANADA	11/ 1/1968	6/19/1970
TMA314,996	LASSIE	472,372	CANADA	7/ 8/1981	6/ 6/1986
877,317	LASSIE	877317	GERMANY	8/23/1968	1/26/1971
3287035	LASSIE	H06-055316	JAPAN	6/ 3/1994	4/25/1997
044304	LASSIE	006605	BENELUX	6/24/1971	6/24/1971
4238855	LASSIE	H09-130930	JAPAN	6/24/1997	12/ 2/1999
TMA496,182	LASSIE	755,876	CANADA	9/17/1996	6/16/1998
3261870	LASSIE	H06-51554	JAPAN	5/25/1994	2/24/1997
86/4936	LITTLE DOT & Design		SOUTH AFRICA		7/30/1986
6,921,850	LITTLE LULU		BRAZIL		4/29/1979
214,250	LITTLE LULU	372,017	CANADA	1/29/1974	6/11/1976
TMA214,250	LITTLE LULU	0372017	CANADA	1/29/1974	6/11/1976
006921850	LITTLE LULU	021405	BRAZIL	7/13/1978	4/25/1979
6,921,841	LITTLE LULU		BRAZIL		4/25/1979
1,015,856	LITTLE LULU	1015856	UNITED KINGDO	8/13/1973	8/13/1973
006921841	LITTLE LULU	021404	BRAZIL	7/13/1978	4/25/1979
1,015,856	LITTLE LULU (Stylized)	1,015,856	UNITED KINGDO	8/13/1973	8/13/1973
1,015,855	LITTLE LULU Design	1,015,855	UNITED KINGDO	8/13/1973	8/13/1973
0945 of 1980	LONE RANGER	945/1980	HONG KONG	9/ 7/1979	9/ 7/1979
0944 of 1980	LONE RANGER	944/1980	HONG KONG	9/ 7/1979	9/ 7/1979
0946 of 1980	LONE RANGER	946/1980	HONG KONG	9/ 7/1979	9/ 7/1979
48597	LONE RANGER		ISRAEL		9/10/1979
48598	LONE RANGER		ISRAEL		9/10/1979
337416	LONE RANGER	A337416	AUSTRALIA	9/ 4/1979	9/ 4/1979
378918	LONE RANGER	7934761	ITALY	9/ 6/1979	11/15/1985
683,037	LONE RANGER	683037	UNITED KINGDO	10/10/1998	10/10/1998
48595	LONE RANGER		ISRAEL		9/10/1979
0943 of 1980	LONE RANGER	943/1980	HONG KONG	9/ 7/1979	9/ 7/1979
2,043,434	LONE RANGER	2043434	UNITED KINGDO	11/ 3/1995	7/25/1997
1,147,875	LONE RANGER	1147875	UNITED KINGDO	1/30/1981	1/30/1981
769,768	LONE RANGER	769768	UNITED KINGDO	10/ 3/1957	10/ 3/1957
769,769	LONE RANGER	769769	UNITED KINGDO	10/ 3/1957	10/ 3/1957
2,000,769	LONE RANGER	2000769	UNITED KINGDO	11/ 5/1994	11/ 5/1994
129396	LONE RANGER	129396	NEW ZEALAND	9/ 3/1979	9/ 3/1979
917501	LONE RANGER	917501M	SPAIN	8/31/1979	7/ 5/1980
21137	LONE RANGER	A21137	JAMAICA	9/26/1979	9/26/1979
2,284,319	LONE RANGER	S62-053,719	JAPAN	5/15/1198	11/30/1990
2,248,818	LONE RANGER	S50-066,109	JAPAN	5/30/1975	7/30/1990
2,243,395	LONE RANGER	S62-072,395	JAPAN	6/23/1987	7/30/1990

REGNO	TMARK	APPNO	COUNTRY	FILE	REG
06,628	LONE RANGER	306628	SWITZERLAND	9/ 5/1979	9/ 5/1979
MA262.736	LONE RANGER	0444192	CANADA	9/11/1979	10/ 2/1981
29397	LONE RANGER	129397	NEW ZEALAND	9/ 3/1979	9/ 3/1979
29398	LONE RANGER	129398	NEW ZEALAND	9/ 3/1979	9/ 3/1979
29393	LONE RANGER	129393	NEW ZEALAND	9/ 3/1979	9/ 3/1979
29395	LONE RANGER	129395	NEW ZEALAND	9/ 3/1979	9/ 3/1979
21043	LONE RANGER	91 734	ITALY	2/ 1/1991	6/ 8/1994
MA320.299	LONE RANGER	0469740	CANADA	5/11/1981	11/ 7/1986
MA164.396	LONE RANGER	317,292	CANADA	11/ 1/1968	8/ 1/1969
,120,271	LONE RANGER	1120271	UNITED KINGDO	9/ 7/1979	9/ 7/1979
37415	LONE RANGER	A337415	AUSTRALIA	9/ 4/1979	9/ 4/1979
279.636J	LONE RANGER	279.636	PORTUGAL	1/10/1992	10/20/1993
68078	LONE RANGER	32987C	ITALY	2/ 3/1971	2/28/1973
2,017,896	LONE RANGER	2017896	UNITED KINGDO	4/19/1995	4/19/1995
129394	LONE RANGER	129394	NEW ZEALAND	9/ 3/1979	9/ 3/1979
117414	LONE RANGER	917414M	SPAIN	8/31/1979	7/ 5/1980
302514	LONE RANGER	552	BENELUX	2/ 2/1971	2/ 2/1971
267700	LONE RANGER AND DESIGN	A267700	AUSTRALIA	1/14/1958	1/14/1958
135277	LONE RANGER AND DESIGN	A135277	AUSTRALIA	1/14/1958	1/14/1958
267698	LONE RANGER AND DESIGN	A267698	AUSTRALIA	1/14/1958	1/14/1958
267699	LONE RANGER AND DESIGN	A267699	AUSTRALIA	1/14/1958	1/14/1958
135276	LONE RANGER AND DESIGN	A135276	AUSTRALIA	1/14/1958	1/14/1958
6366252	LULUZINHA		BRAZIL		6/25/1976
750,176.059	LULUZINHA (stylized)		BRAZIL		1/26/1982
816,291.365	LULUZINHA (stylized)		BRAZIL		4/20/1993
816,291.357	LULUZINHA (stylized)		BRAZIL		4/20/1993
6,366,287	LULUZINHA E BOLINHA		BRAZIL		6/25/1976
1742252	MISTER MAGOO	185057	FRANCE	2/ 2/1990	2/ 2/2000
1742253	MISTER MAGOO DEVICE	185058	FRANCE	2/ 2/1990	2/ 2/2000
20771788	MR. MAGOO	U8584/41	GERMANY	7/ 2/1992	7/18/1994
816833230	MR. MAGOO	816833230	BRAZIL	8/14/1992	12/20/1994
00378/1995	MR. MAGOO	92/12864	HONG KONG	6/30/1992	2/20/1992
816833176	MR. MAGOO	816833176	BRAZIL	8/14/1992	1/25/1994
425962	MR. MAGOO	147208	MEXICO	8/12/1992	11/19/1992
3021655	MR. MAGOO	4-107762	JAPAN	4/24/1992	1/31/1995
00649349	MR. MAGOO	5920	ITALY	8/12/1992	8/12/1992
425960	MR. MAGOO	147205	MEXICO	8/12/1992	11/19/1992
425959	MR. MAGOO	147200	MEXICO	8/12/1992	11/19/1992
01678 OF 1994	MR. MAGOO	92/12862	HONG KONG	6/30/1992	2/20/1992
445757	MR. MAGOO	147199	MEXICO	8/12/1992	11/ 5/1993
4920/92	MR. MAGOO	S/4920/92	SINGAPORE	7/ 1/1992	7/ 1/1992
4922/92	MR. MAGOO	S/4922/92	SINGAPORE	7/ 1/1992	7/ 1/1992
425961	MR. MAGOO	147207	MEXICO	8/12/1992	11/19/1992
4927/92	MR. MAGOO	S/4927/92	SINGAPORE	7/ 1/1992	7/ 1/1992
425963	MR. MAGOO	147211	MEXICO	8/12/1992	11/19/1992
4925/92	MR. MAGOO	S/4925/92	SINGAPORE	7/ 1/1992	7/ 1/1992
4928/92	MR. MAGOO	S/4928/92	SINGAPORE	7/ 1/1992	7/ 1/1992
4926/92	MR. MAGOO	S/4926/92	SINGAPORE	7/ 1/1992	7/ 1/1992
4923/92	MR. MAGOO	S/4923/92	SINGAPORE	7/ 1/1992	7/ 1/1992
08734	MR. MAGOO	92/1286	HONG KONG	6/30/1992	2/20/1992
6936/94	MR. MAGOO	92/12869	HONG KONG	6/ 3/1992	3/ 2/1992
4190/1994	MR. MAGOO	92/12868	HONG KONG	6/30/1992	2/20/1992
1505323	MR. MAGOO	1505323	UNITED KINGDO	6/30/1992	2/20/1992
816332214	MR. MAGOO	81633214	BRAZIL	8/14/1992	2/22/1994
1505319	MR. MAGOO	1505319	UNITED KINGDO	6/30/1992	2/20/1992

REGNO.	TMARK	APPNO	COUNTRY	FILE	REG
924/92	MR. MAGOO	S/4924/92	SINGAPORE	7/ 1/1992	7/ 1/1992
66861	MR. MAGOO	92-20747	SOUTH KOREA	7/27/1992	6/23/1993
004296	MR. MAGOO	4-110033	JAPAN	5/ 1/1992	9/30/1994
3169767	MR. MAGOO	4-107673	JAPAN	4/24/1992	6/28/1996
268158	MR. MAGOO	92-20743	SOUTH KOREA	7/27/1992	7/ 6/1993
265923	MR. MAGOO	92-20748	SOUTH KOREA	7/27/1992	6/15/1993
265922	MR. MAGOO	92-20746	SOUTH KOREA	7/27/1992	6/15/1993
268968	MR. MAGOO	92-20750	SOUTH KOREA	7/27/1992	7/14/1993
22305	MR. MAGOO	92-3220	SOUTH KOREA	7/27/1992	11/18/1993
3046520	MR. MAGOO	4-107674	JAPAN	4/24/1992	5/31/1995
3087553	MR. MAGOO	4-137712	JAPAN	7/ 9/1992	10/31/1995
3351291	MR. MAGOO	4-137714	JAPAN	7/ 9/1992	10/ 9/1997
472957	MR. MAGOO	147209	MEXICO	8/12/1992	9/ 9/1994
609857	MR. MAGOO	81034966	TAIWAN	7/15/1992	9/ 1/1993
816833249	MR. MAGOO	816833249	BRAZIL	8/14/1992	12/20/1994
271542	MR. MAGOO	92-20751	SOUTH KOREA	7/27/1992	8/12/1993
276030	MR. MAGOO	92-20749	SOUTH KOREA	7/27/1992	10/ 8/1993
274963	MR. MAGOO	92-20745	SOUTH KOREA	7/27/1992	9/23/1993
3083122	MR. MAGOO	4-137716	JAPAN	7/ 9/1992	10/31/1995
3034509	MR. MAGOO	4-137713	JAPAN	7/ 9/1992	3/31/1995
3136501	MR. MAGOO	4-137711	JAPAN	7/ 9/1992	3/29/1996
278608	MR. MAGOO	92-20744	SOUTH KOREA	7/27/1992	11/ 4/1993
520952	MR. MAGOO	147201	MEXICO	8/12/1992	4/25/1996
432613	MR. MAGOO	147204	MEXICO	8/12/1992	3/30/1993
445758	MR. MAGOO	147206	MEXICO	8/12/1992	11/ 5/1993
3043618	MR. MAGOO	4137715	JAPAN	7/ 9/1992	5/31/1995
1505318	MR. MAGOO	1505318	UNITED KINGDO	6/30/1992	2/20/1992
584646	MR. MAGOO	81034967	TAIWAN	7/15/1992	2/ 1/1993
4921/92	MR. MAGOO	S/4921/92	SINGAPORE	7/ 1/1992	7/ 1/1992
583198	MR. MAGOO	81034973	TAIWAN	1/15/1992	6/16/1993
03854 OF 1995	MR. MAGOO	92/12863	HONG KONG	6/30/1992	2/20/1992
584721	MR. MAGOO	81034968	TAIWAN	7/15/1992	2/ 1/1993
580474	MR. MAGOO	81034980	TAIWAN	7/15/1992	12/16/1992
596910	MR. MAGOO	81034978	TAIWAN	7/15/1992	5/ 1/1993
596671	MR. MAGOO	81034975	TAIWAN	7/15/1992	5/ 1/1993
579498	MR. MAGOO	81034972	TAIWAN	7/15/1992	12/16/1992
580442	MR. MAGOO	81034979	TAIWAN	7/15/1992	12/16/1992
1505316	MR. MAGOO	1505316	UNITED KINGDO	6/30/1992	2/20/1992
61793	MR. MAGOO	81034981	TAIWAN	7/15/1992	2/ 1/1993
1505321	MR. MAGOO	1505321	UNITED KINGDO	6/30/1992	2/20/1992
816833206	MR. MAGOO	816833206	BRAZIL	8/14/1992	1/25/1994
816833222	MR. MAGOO	816833222	BRAZIL	8/14/1992	12/20/1994
816833265	MR. MAGOO	816833265	BRAZIL	8/14/1992	9/13/1994
TMA507303	MR. MAGOO	711436	CANADA	8/20/1992	1/29/1999
235655	MR. MAGOO	235655	EUROPEAN UNIO	4/ 1/1996	11/11/1998
1505320	MR. MAGOO	1505320	UNITED KINGDO	6/30/1992	2/20/1992
1505317	MR. MAGOO	150317	UNITED KINGDO	6/30/1992	2/20/1992
1505322	MR. MAGOO	15005322	UNITED KINGDO	6/30/1992	2/20/1992
590330	MR. MAGOO	81034970	TAIWAN	7/15/1992	3/16/1993
581882	MR. MAGOO	81034976	TAIWAN	7/15/1992	1/ 1/1993
592217	MR. MAGOO	81034974	TAIWAN	7/15/1992	4/ 1/1993
602967	MR. MAGOO	81034971	TAIWAN	7/15/1992	7/ 1/1993
588429	MR. MAGOO	81034969	TAIWAN	7/15/1992	3/ 1/1993
4919/92	MR. MAGOO	S/4919/92	SINGAPORE	7/ 1/1992	7/ 1/1992
587406	MR. MAGOO	81034977	TAIWAN	7/15/1992	2/16/1993

REGNO	TMARK	APPNO	COUNTRY	FILE	REG
79,173	POWERS THAT BE	777,934	CANADA	3/16/1916	7/29/1997
8/4934	RICHIE RICH THE POOR LITTL		SOUTH AFRICA		7/30/1986
243,614	SERGEANT PRESTION	S62-031,538	JAPAN	3/24/1987	7/30/1990
953028	SHARI LEWIS LAMB CHOP & D	B953028	UNITED KINGDO	12/31/1969	12/31/1969
953026	SHARI LEWIS LAMB CHOP & D	B953026	UNITED KINGDO	12/31/1969	12/31/1969
074882	STINKIE	H72658.9WZ	GERMANY	6/30/1994	8/11/1994
081984	STRETCH	H72657.9WZ	GERMANY	6/30/1994	10/21/1994
1307	THE LONE RANGER	A21307	JAMAICA	9/26/1979	9/26/1979
MA306,644	THE LONE RANGER	529,433	CANADA	10/ 3/1984	9/ 6/1985
MA306,644	THE LONE RANGER	0529433	CANADA	10/ 3/1984	9/ 6/1985
00171850	THE LONE RANGER	171850	EUROPEAN UNIO	4/ 1/1996	6/ 2/1999
96791	THE LONE RANGER	96791	IRELAND	9/ 6/1979	9/ 6/1979
96792	THE LONE RANGER	96792	IRELAND	9/ 6/1979	9/ 6/1979
91975	THE LONE RANGER	A81975	SINGAPORE	9/ 5/1979	9/ 5/1979
98596	THE LONE RANGER		ISRAEL		9/10/1979
20008	THE LONE RANGER	A20008	JAMAICA	9/26/1979	9/26/1979
005470	THE LONE RANGER	5472	MACAO	12/30/1987	7/ 5/2000
279635H	THE LONE RANGER	279.635	PORTUGAL	1/10/1992	10/20/1993
31973	THE LONE RANGER	A81973	SINGAPORE	9/ 5/1979	9/ 5/1979
31974	THE LONE RANGER	A81974	SINGAPORE	9/ 5/1979	9/ 5/1979
48594	THE LONE RANGER		ISRAEL		9/10/1979
2,243,612	TONTO	S62-031536	JAPAN	3/24/1987	7/30/1990
TMA320,950	TONTO	0557521	CANADA	2/18/1986	11/21/1986
1,318,390	TONTO	1318390	UNITED KINGDO	8/10/1987	4/17/1990
86/4935	WORLD'S MOST FAMOUS GHO		SOUTH AFRICA		7/30/1986

TMARK	APPNO	COUNTRY	FILE
BABY HUEY	4-1998-04003	PHILIPPINES	5/19/1998
CASPER	6-120211	JAPAN	11/30/1994
CASPER	1796218	SPAIN	12/24/1993
CASPER	2166127	SPAIN	6/ 3/1998
CASPER	4-1998-08806	PHILIPPINES	12/ 1/1998
CASPER	93674	PHILIPPINES	7/ 7/1994
CASPER	93673	PHILIPPINES	7/ 1/1994
CASPER	T93/09834E	SINGAPORE	12/14/1993
CASPER	MA/1220/94	MALAYSIA	2/18/1994
CASPER	MA/1219/94	MALAYSIA	2/18/1994
CASPER	4-1999-06149	PHILIPPINES	3/ 9/1999
CASPER	93-46455	SOUTH KOREA	
CASPER	188019	MEXICO	1/14/1994
CASPER	S/9837/93	SINGAPORE	12/14/1993
CASPER	936199	NORWAY	12/16/1993
CASPER	22.931-93	VENEZUELA	12/21/1993
CASPER	22.930-93	VENEZUELA	12/21/1993
CASPER	22.934-93	VENEZUELA	12/21/1993
CASPER	22.935-93	VENEZUELA	12/21/1993
CASPER	12.070-98	VENEZUELA	6/30/1998
CASPER	12.071-98	VENEZUELA	6/30/1998
CASPER	12.077-98	VENEZUELA	6/30/1998
CASPER	VA 08221 1993	DENMARK	12/21/1993
CASPER	760796	CANADA	8/ 3/1994
CASPER & Design	960135	NORWAY	1/ 9/1996
CASPER & Design	339820	MEXICO	7/15/1998
CASPER & Design	99758	PHILIPPINES	4/20/1995
CASPER & Design	93-46460	SOUTH KOREA	
CASPER & Design	1943849	SPAIN	
CASPER (& Design)	6-120213	JAPAN	11/30/1994
CASPER (& Design)	2000067718	CHINA	5/19/2000
CASPER (& Design)		HAITI	
CASPER (& Design)		HAITI	
CASPER Design	2000058099	CHINA	4/29/2000
CASPER Design	2000058096	CHINA	4/29/2000
CASPER design	200014790	BRAZIL	10/ 2/2001
CASPER Design	2000058098	CHINA	4/29/2000
CASPER in Korean letters	40-2000-59543	SOUTH KOREA	
CASPER in Korean letters & Desi	40/2000-59542	SOUTH KOREA	
CASPER THE FRIENDLY GHOS	2001-77078	JAPAN	
GASPARIN	14296.94	VENEZUELA	10/27/1994
GASPARIN	287786	MEXICO	2/20/1997
GASPARIN	14297.94	VENEZUELA	10/27/1994
GASPARIN	14.295-94	VENEZUELA	10/27/1994
GASPARIN & design	282246	CHILE	
GASPARIN Design	339819	MEXICO	7/15/1998
Harvey Corporate Design	S/14773/97	SINGAPORE	12/ 4/1997
Harvey Classics Design	9-189167	JAPAN	
Harvey Corporate Design	MA/21224/97	MALAYSIA	12/ 5/1997
HARVEY CORPORATE DESIGN	D97 27324	INDONESIA	12/15/1997
Harvey Corporate Design	97/19046	SOUTH AFRICA	12/ 9/1997
Harvey Corporate Design	97/19045	SOUTH AFRICA	12/ 9/1997
Harvey Corporate Design	97/19044	SOUTH AFRICA	12/ 9/1997
Harvey Corporate Design	97/16671	SOUTH AFRICA	10/31/1997
harvey Corporate Design	MA/21226/97	MALAYSIA	12/ 5/1997

Foreign Pending

TMARK	APPNO	COUNTRY	FILE
Harvey Corporate Design	MA/21223/97	MALAYSIA	12/ 5/1997
Harvey Corporate Design	86060610	TAIWAN	11/27/1997
Harvey Corporate Design	44371	SAUDI ARABIA	6/20/1998
Harvey Corporate Design	44372	SAUDI ARABIA	6/20/1998
HARVEY CORPORATE DESIGN	862799	CANADA	11/28/1997
HARVEY CORPORATE DESIGN	114046	EGYPT	4/15/1998
HARVEY CORPORATE DESIGN	114048	EGYPT	4/15/1998
Harvey Corporate Design	T97/14775H	SINGAPORE	12/ 4/1997
HARVEY CORPORATE DESIGN	03432	PHILIPPINES	5/ 8/1998
Harvey Corporate Design	T97/14774Z	SINGAPORE	12/ 4/1997
Harvey Corporate Design	T93/14772C	SINGAPORE	12/ 4/1997
Harvey Corporate Design	44374	SAUDI ARABIA	6/20/1998
Harvey Corporate Design	ma/21225/97	MALAYSIA	12/ 5/1997
HOT STUFF	00114701	UNITED KINGDO	
HOT STUFF	001153881	UNITED KINGDO	4/27/1998
HOT STUFF	144887	GREECE	7/28/2001
HOT STUFF	00114701	EUROPEAN UNIO	
HOT STUFF	4-1998-03920	PHILIPPINES	5/28/1998
HOT STUFF	001153881	EUROPEAN UNIO	4/27/1998
HOT STUFF & Design	00267685	EUROPEAN UNIO	7/17/2000
HOT STUFF & Design	001114750	EUROPEAN UNIO	3/23/1999
HOT STUFF & Design	98/12672	HONG KONG	9/24/1998
HOT STUFF & Design	98/12670	HONG KONG	9/24/1998
HOT STUFF & Design	98/12671	HONG KONG	9/24/1998
HOT STUFF & Design	821645013	BRAZIL	5/18/1999
HOT STUFF & Design	11937/98	MALAYSIA	10/14/1998
HOT STUFF & Design	98/12673	HONG KONG	9/24/1998
HOT STUFF & Design	11972/98	MALAYSIA	10/14/1998
HOT STUFF & Design	11938/98	MALAYSIA	10/14/1998
HOT STUFF & Design	09-189165	JAPAN	12/26/1997
HOT STUFF & Design	11965/98	MALAYSIA	10/14/1998
HOT STUFF & Design	RM99C001525	ITALY	1/19/1994
HOT STUFF & Design	D99 2653	INDONESIA	
HOT STUFF & Design #2	386581	THAILAND	4/20/1999
HOT STUFF & Design #2	386582	THAILAND	5/ 7/1999
HOT STUFF & DESIGN #2	4-1999-03514	PHILIPPINES	5/19/1999
HOT STUFF & Design #2	001114750	UNITED KINGDO	3/23/1999
HOT STUFF & Design #3	98/16689	SOUTH AFRICA	9/18/1999
HOT STUFF & Design #3	T98/09718E	SINGAPORE	9/26/1998
HOT STUFF & Design #3	S/9717/98	SINGAPORE	9/26/1998
HOT STUFF & Design #3	98/16690	SOUTH AFRICA	9/18/1998
HOT STUFF & DESIGN #3	4-1999-03201	PHILIPPINES	5/ 7/1999
HOT STUFF & Design #3	87045741	TAIWAN	9/16/1998
HOT STUFF & Design #3	88022749	TAIWAN	5/13/1999
HOT STUFF & Design #3	383519	THAILAND	3/19/1999
HOT STUFF & Design #3	383518	THAILAND	3/19/1999
HOT STUFF & Design #3	T98/09715J	SINGAPORE	9/26/1998
HOT STUFF & Design #3	383341	THAILAND	3/18/1999
HOT STUFF & Design #3	2177277	UNITED KINGDO	9/15/1998
HOT STUFF & Design #3	98/16688	SOUTH AFRICA	9/18/1998
HOT STUFF & Design #3	T98/097161	SINGAPORE	9/26/1998
HOT STUFF & Design #3	383342	THAILAND	3/18/1999
HOT STUFF & Design #4	00267685	UNITED KINGDO	7/17/2000
HOT STUFF and Design	00267685	EUROPEAN UNIO	7/17/2000
HOT STUFF and Design	1009003	CANADA	3/18/1999

TMARK	APPNO	COUNTRY	FILE
LAMBCHOP (STYLIZED)	2000-051661	JAPAN	4/19/2000
LASSIE	758,224	CANADA	6/27/1994
LITTLE LULU		CHILE	
RICHIE RICH	03921	PHILIPPINES	5/28/1998
THE LONE RANGER	96793	IRELAND	9/ 6/1979

Schedule B  
to Trademark Security Agreement

TRADEMARK LICENSES