

09-20-2002



**CORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

102228185

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

1. Name of conveying party(ies):
Natural Science Industries, Ltd. *09.17.02*

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

2. Name and address of receiving party(ies)
Name: GMAC Business Credit, LLC
Internal Address: _____
Address: _____
Street Address: 461 5th Avenue, 21st Floor
City: New York State: NY Zip: 10017

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: 08/30/2002

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other limited liability company
 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) 75 214,718
75 558,554
 Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1,162,885
1,552,079

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Mary Weidenbach, Esq.
 Internal Address: Goulston & Storrs, P.C.
 Street Address: 400 Atlantic Avenue
 City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: **108**

7. Total fee (37 CFR 3.41).....\$ 2,715
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
 DBYRNE 00000195 75214718
 Eleanor Coleman 40.00 DP
2675.00 DP
 Name of Person Signing

Eleanor Coleman
 Signature

9/11/2002
 Date

31

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

OFFICE OF PUBLIC RECORDS
 2002 SEP 17 AM 10: 57
 FINANCE SECTION

09/19/2002
 01 FC:481
 02 FC:482

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

Recordation Form Cover Sheet - Attachment Sheets
Trademarks Only

Continuation of Item No. 4

Issued Trademarks:

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Master Workshop	1,688,439	5/19/92
Microchem	1,582,385	2/13/90
Meloz	2,032,529	3/17/93
Microchem (France)	40954792	10/3/92
Microchem (Great Britain)	B1,457,633	3/6/91
Microchem (Italy)	00634502	11/21/94
World of Nature	1,828,958	3/29/94
Sandscapes	1,968,938	4/16/96
Pretty Pendants	1,973,497	5/7/96
Fun in the Making	2,006,924	10/8/96
Gross National Products	2,095,523	9/9/97
Uggie Bugglies	2,053,364	4/15/97
Twirly Curly	2,042,439	3/4/97
Gunk Lab	2,072,847	6/17/97
Scratch N Draw	2,053,676	4/15/97
Sand Art Fun	2,086,591	8/5/97
Pebble People	2,118,469	12/2/97
Bioscope	2,213,276	12/22/98
Rock Critters	2,184,654	8/25/98
Smartlabs	2,151,402	4/14/98
E-Quiz	2,149,856	4/7/98
Mega lab	2,250,030	6/1/99
Ant-Lantis	2,148,357	3/31/98
Shining Star Dreamcatcher	2,188,374	9/8/98
Candle Creations	2,131,382	1/20/98
Rolling Stones	2,153,528	4/28/98
Ant City	2,107,420	10/21/97
Metal smith	2,191,620	9/22/98
Antropolis	2,184,975	8/25/98
Mega Science Lab	2,157,762	5/12/98
Prehistoric Sea Monsters	2,181,453	8/11/98
Construction Zone	2,179,602	8/4/98
Construction Zone	2,032,291	1/21/97
Alien Autopsy	2,241,907	4/27/99
Bead Doodler	2,215,354	12/29/98
Pretty Petals Flower Maker	2,355,694	6/6/00
Create A Color Nail Salon	2,267,871	8/3/99
Frog Lab	2,250,656	6/1/99
Imagine Nation	2,345,988	4/25/00

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Imagine Nation (Germany)	398 25 046	11/2/98
Imagine Nation (Great Britain)	2168865	6/6/98
Magic Needlepoint	2,276,656	9/7/99
Sea Shell Souvenirs	2,246,729	5/18/99
Dazzling Diamonds	2,248,350	5/18/99
Glitz & Glamour	2,242,136	4/27/99
Mega Bug Lab	2,286,663	10/12/99
NSI Logo	2,277,722	9/14/99
Crystal Mosaics	2,330,321	3/14/00
Stamp and Stencil Fabric Painting	2,284,265	10/5/99
Magic Water Paintings	2,442,896	4/10/2001
Friendshapes	2,390,302	9/26/2000
Bead Pets	2,388,464	9/19/2000
Motorworks	2,398,500	10/24/2000
Snack N' Swirl	2,419,744	1/9/2001
Wild Wire	2,400,794	10/31/2000
The Butterfly Company	2,388,574	9/19/2000
Outback Wildlife	2,457,971	6/05/2001
Glam 2 Go	2,390,435	9/26/2000
Shark Lab	2,376,258	8/8/2000
Astro Lab	2,409,432	11/28/2000
Friendship Fashions	2,541,158	2/19/2002
Glitter Glass	2,436,498	3/20/2001
Skeletronix	2,488,958	9/11/2001
Astro Magnets	2,503,177	10/30/2001
Edutronics	2,541,730	2/19/2002
Rock & Gem Dig	2,211,675	12/15/98
Play Learn Create & Design	2,354,957	6/6/00
Bathroom Graffiti	2,289,016	10/26/99
Mister Grip	2,284,932	10/12/99
Xonex	2,144,751	3/17/98
Misc. Design Mark	2,346,456	5/2/00
Magic World Toys (European Union)	000285205	5/6/96

Pending Trademarks:

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
Let's Make	75 917,170	2/11/00
NSI Innovations	76/105,843	8/9/00
Blue Jean Machine	76/180,865	12/14/00
Ink Big	76/195,669	1/18/01
Crazy Foam	76/255,297	5/10/01

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
Silly Foam	76/255,296	5/10/01
Stress Pen	76/258,039	5/16/01
Wire Writer	76/277,677	6/28/01
A Little Imagine Nation	76/287,296	7/18/01
Dress-Up Divas	76/327,087	10/18/01
Beautifills	76/333,449	11/02/01
Power Charms	76/363,921	1/25/02
Magic Chalk	76/380,645	3/11/02
Shaker Maker	76/403,096	5/02/02
Lucky Charms	76/415,836	6/04/02
Snack Factory	76/426,392	7/1/02
Candy Girl	78/147,075	7/24/02
Chalk Zone	76/380646	3/11/02
Rhinestone Reaction	76/327088	10/18/01
Sparkle Pets	76/213457	2/21/01
Liquid Candles	76/207038	2/8/01
Dino Duos	76/179596	12/12/00
My Groovy	75/848845	11/15/99
Picture Pals	75/813436	10/1/99
Silly Slippers	75/813434	10/1/99
Jelly Candles	75/783301	8/24/99
Activiteenies	75/656406	3/9/99
Power Scope	75/627907	1/26/99
Transformation Station	75/615744	1/5/99
Extreme Canteen	75/558560	9/24/98
Fluffy Stuff	75/585553	9/24/98
Super Sudsy Soap Factory	75/198869	11/14/96

PATENT AND TRADEMARK SECURITY AGREEMENT

NATURAL SCIENCE INDUSTRIES, LTD.

NATURAL SCIENCE INDUSTRIES, LTD. (the "Company"), a New York corporation having its principal place of business and its chief executive offices at 910 Orlando Avenue, West Hempstead, NY 11552, hereby grants, assigns, transfers and conveys to GMAC BUSINESS CREDIT, LLC, a Delaware limited liability company with an office at 461 5th Avenue, 21st Floor, New York, New York 10017, in its capacity as agent (the "Agent") for the Lenders under (and as defined in) the Loan Agreement (as hereinafter defined), for the ratable benefit of the Agent and the Lenders, as collateral security for the payment and performance in full of the Company's obligations under a Loan and Security Agreement of even date herewith (as amended, modified and supplemented from time to time, the "Loan Agreement"), among the Company, the Lenders and the Agent (the Agent, together with its successors and assigns, being herein sometimes called the "Secured Party"), and the payment and performance of all other Obligations under (and as defined in) the Loan Agreement, a continuing security interest in and first priority lien on all Patents (as hereinafter defined) and all Trademarks (as hereinafter defined).

In addition, with respect to the Trademarks, the Company has executed in blank and delivered to the Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"), and, with respect to the Patents, the Company has executed in blank and delivered to the Agent an assignment of patents, patent applications and related patent property in substantially the form of Exhibit 2 hereto (the "Assignment of Patents"). The Company hereby authorizes the Agent to complete as assignee and record with the U.S. Patent and Trademark Office either or both of the Assignment of Marks and the Assignment of Patents upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's remedies under this Patent and Trademark Security Agreement and under the Loan Agreement. In addition to, and not by way of limitation of, the foregoing grant of the Trademarks and Patents, the Company grants, assigns, transfers, conveys and sets over to the Agent, for the ratable benefit of the Agent and the Lenders, the Company's entire right, title and interest in and to the Trademarks and the Patents; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (a) upon or after the occurrence and during the continuance of an Event of Default and (b) either (i) upon the written demand of the Agent at any time during such continuance or (ii) immediately and automatically (without notice or action of any kind by the Agent) upon an Event of Default for which acceleration of the Advances is automatic under the Loan Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Loan Agreement and applicable law (including the transfer or other disposition of the Collateral by the Company to the Agent or its nominee in lieu of foreclosure).

Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in the Loan Agreement.

The following terms, as used herein, have the meanings set forth below:

“Patents” means collectively all of the following now owned or hereafter created or acquired by the Company: (a) all patents, patent applications and Patent Licenses (as defined below), including, without limitation, those listed on Schedule A hereto, which issue or have issued in any country or jurisdiction upon any patent applications which correspond with any of such patents or patent applications; (b) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country; (c) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing which issue or have issued in any country or jurisdiction; (d) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (e) the right to sue for past, present and future infringements of any of the foregoing; (f) all rights corresponding to any of the foregoing throughout the world; and (g) all goodwill associated with any of the foregoing.

“Patent License” means any oral or written agreement now or hereafter in existence granting to the Company any right to use any invention on which a patent is in existence, all as may be amended, supplemented or otherwise modified from time to time, including, without limitation, those listed on Schedule A hereto.

“Trademarks” means collectively all of the following now owned or hereafter created or acquired by the Company: (a) all trademarks, Trademark Licenses (as defined below), trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof in the United States, any state in the United States or any foreign jurisdiction, and all applications in connection therewith, including, without limitation, those listed on Schedule B hereto, whether or not any of the foregoing is registered or the subject of an application for registration under federal law, state law, foreign law or otherwise; (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

“Trademark License” means any oral or written agreement now or hereafter in existence granting to the Company any right to use any trademark, all as may be amended, supplemented or otherwise modified from time to time, including, without limitation, those listed on Schedule B hereto.

The Company represents and warrants to and agrees with the Secured Party as follows:

1. The Company is the sole owner in the United States and all other applicable jurisdictions of the entire right, title and interest in and to each of the Patents and Trademarks, free from any mortgage, pledge, lien, security interest, charge, adverse claim or other encumbrance including, without limitation, licenses, shop rights (with regard to the Patents) and covenants not to sue, except the security interest herein granted and as otherwise permitted by the Loan Agreement. Other than as set forth on Schedule 5.8(b) to the Loan Agreement, no claim has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person and, to the best of the Company’s knowledge, there is no infringement by the Assignor of the patent or trademark rights of others.
2. As of the date hereof, each of the Patents and Trademarks listed on Schedules A and B is valid and enforceable and, together, they constitute all patents, patent applications, trademarks and service marks now owned or used by the Company.
3. The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.
4. The execution, delivery and performance of this Agreement are within the power of the Company and have been duly authorized by all necessary corporate action and do not contravene any law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which the Company is a party or by which any of its property is bound.
5. The Company shall have the duty, through counsel acceptable to the Secured Party, to prosecute diligently any patent applications of the Patents and trademark registration applications of the Trademarks pending as of the date of this Agreement or thereafter, to apply for unpatented but reasonably patentable inventions and to preserve and maintain all rights in the Patents and Trademarks. Any expenses incurred in connection with such applications and actions shall be borne by the Company. The Company shall not abandon any filed patent application or trademark registration, or abandon any pending patent application or patent or any trademark registration without the consent of the Secured Party, which consent shall not be unreasonably withheld.
6. Except for patents and trademarks no longer used by the Company, the Company shall take all reasonably necessary steps to defend the Patents and Trademarks against all claims and demands of all persons at any time claiming the same or any

interests in and to the Patents and Trademarks adverse to the Secured Party. Until the Obligations shall have been satisfied in full, the Company shall not pledge, mortgage or create or suffer to exist a security interest in, or enter into any license, sublicense or other agreement relating to the use of, the Patents and Trademarks, without the Secured Party's prior consent, except for the security interests granted hereby and liens permitted under the Loan Agreement.

7. The Company shall, at its sole expense, promptly apply for and obtain all renewals or extensions of the Patents and Trademarks to the full extent permitted by law except to the extent, in the Company's reasonable discretion, exercised in good faith, such renewal or extension is not reasonable, prudent or beneficial to the Company or its operations. If, before all Obligations have been satisfied in full, the Company shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application, patent for any reissue, or of any patent improvement, or if the Company develops any new trademark or service mark, the Company shall give the Secured Party prompt written notice of all such patents, trademarks, service marks, extensions and renewals, and the provisions of this Agreement shall automatically apply thereto. The Company authorizes the Secured Party to modify this Agreement, without the necessity of the Company's further approval or signature, by amending Schedule A and Schedule B to include any new patents, any divisions, continuations, renewals, extensions, continuations-in-part on any patent, and any new trademark, service mark or renewal thereof of the Company applied for and obtained hereafter.

8. The Company shall promptly notify the Secured Party of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any other foreign or domestic governmental agency, court or body, regarding the Company's claim of ownership in any of the Patents and Trademarks which could reasonably be expected to have a Material Adverse Effect. In the event of any material infringement by a third party of any of the Patents or Trademarks, the Company shall promptly notify the Secured Party of such infringement and shall take all reasonably necessary actions to obtain the cessation of such infringement and recover all damages resulting therefrom, including, after and during the continuance of an Event of Default, such action as the Secured Party deems reasonably necessary. If the Company shall fail to take such action within two (2) months after such notice is given to the Secured Party, the Secured Party may upon notice to the Company, but shall not be required to, itself take such action in the name of the Company, and the Company hereby appoints the Secured Party the true and lawful attorney of the Company, for it and in its name, place and stead, on behalf of the Company, solely to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to the Company, net of costs and attorneys' fees reasonably incurred, to be applied to the Obligations.

9. The Company shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance reasonably satisfactory to the Secured Party, relating to the

creation, validity, or perfection of the security interests and assignments provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other laws of the United States or the Commonwealth of Massachusetts or of any other countries or states as the Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to more completely vest in and assure to the Secured Party and the Lenders their respective rights hereunder or in any of the Patents or Trademarks, and the Company hereby irrevocably authorizes the Secured Party or its designee, at the Company's expense, to execute such documents, and file such financing statements with respect thereto with or without the Company's signature, as the Secured Party may deem appropriate; provided that the Secured Party shall deliver to the Company copies of all such financing statements and shall terminate at the Secured Party's expense all such filings made in error. In the event that any rerecording or refiling (or the filing of any statement of continuation or assignment of any financing statement) or any repledge or reassignment, or any other action, is required at any time to protect and preserve such security interest and assignments, the Company shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be reasonably necessary and as may be reasonably requested by the Secured Party.

The Secured Party is hereby irrevocably appointed by the Company as its lawful attorney and agent, with full power of substitution, to execute, deliver, record and file on behalf of and in the name of the Company such financing statements, assignments, pledges and other documents and agreements, and to take such other action as the Secured Party may deem necessary for the purpose of perfecting, protecting or effecting the security interests and assignments granted herein and effected hereby, and any liens necessary or desirable to implement or effectuate the same, under any applicable law, and the Secured Party is hereby authorized to file on behalf of and in the name of the Company at the Company's sole expense, such financing statements, assignments, pledges, documents, and agreements in any appropriate governmental office, provided that the Secured Party shall deliver to the Company copies of all such financing statements. The Secured Party may include reference to the Company, the Patents and the Trademarks (and may utilize any logo or other distinctive symbol associated with the Company) in connection with any advertising, promotion, marketing or sale undertaken by the Secured Party.

In fulfilling its responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Patents and Trademarks, the Company shall hold each of the Secured Party and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Secured Party or any Lender (other than as a result of gross negligence or willful misconduct of the Secured Party or any of the Lenders) in connection with the Secured Party's interest in the Patents and Trademarks or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, the Company shall retain patent or trademark counsel, as the case may be, acceptable to the Secured Party.

10. If any Event of Default shall have occurred and be continuing, the Secured Party may without notice or demand declare this Agreement to be in default and the Secured Party shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code, including, without limitation, the right to dispose of the Patents and Trademarks at public or private sale. The Secured Party shall give to the Company at least ten (10) days' prior written notice (which the Company agrees is "reasonable notification" under the Uniform Commercial Code) of the time and place of any public sale of the Patents and Trademarks or of the time after which any private sale or any other intended disposition is to be made.

If any Event of Default shall have occurred and be continuing, the Company hereby grants to the Secured Party the right and exclusive license to make, have made, use and sell the inventions and marks disclosed and claimed in the Patents and the Trademarks for the ratable benefit and account of the Lenders and the Secured Party.

To the extent permitted by applicable law, the Company hereby waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Secured Party's rights hereunder, including, without limitation, its rights following any Event of Default to take immediate possession of the Patents and Trademarks and exercise its rights with respect thereto.

The Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Agreement and the Patents and Trademarks subject to a security interest hereunder); or guaranties of, the Obligations or any of them, or to resort to such security or guaranties in any particular order; and all of the rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Company hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Secured Party's or any Lender's rights under this Agreement or any other instrument evidencing any of the Obligations or by which any of the Obligations is secured or guaranteed, and to the extent that it lawfully may the Company hereby irrevocably waives the benefits of all such laws.

11. Except for notices specifically provided for herein, the Company hereby expressly waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Obligations and any collateral therefor, the Company assents to any extension or postponement of the time of payment or any other indulgence, to any substitution of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party or the Lenders may deem advisable. Neither the Secured Party nor any Lender shall have any duty as to the protection of the

Patents or Trademarks or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Secured Party and the Lenders may exercise their rights with respect to the Patents and Trademarks without resorting or regard to other collateral or sources of reimbursement for liability. The Secured Party and the Lenders shall not be deemed to have waived any of their rights upon or under the Obligations or the Patents and Trademarks unless such waiver be in writing and signed by the Secured Party and the Lenders in accordance with the terms of the Loan Agreement. No delay or omission on the part of the Secured Party or the Lenders in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party or the Lenders with respect to the Obligations or the Patents or Trademarks, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

12. The Company will pay any and all (i) reasonable charges and costs and all taxes incurred in implementing or subsequently amending this Agreement, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and reasonable fees and disbursements of the Secured Party's counsel incurred by the Secured Party, in connection with this Agreement, and (ii) fees and disbursements reasonably incurred by the Secured Party in the preparation, execution and delivery of any waiver or consent by the Secured Party relating to this Agreement, and in the enforcement of this Agreement and in the enforcement or foreclosure of any liens, security interests or other rights of the Secured Party under this Agreement, or under any other documentation heretofore, now, or hereafter given to the Secured Party or the Lenders in furtherance of the transactions contemplated hereby. In addition, after the occurrence and during the continuation of an Event of Default, the Company will also pay all reasonable costs and expenses of the Lenders in connection with the enforcement of this Agreement and with the enforcement or foreclosure of any liens, security interests or other rights of the Lenders under this Agreement, or under any other documentation heretofore, now, or hereafter given to the Secured Party or the Lenders in furtherance of the transactions contemplated hereby.

The Company agrees to reimburse the Secured Party and the Lenders for, and indemnify them against, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature sustained and reasonably incurred (other than as a result of the gross negligence or willful misconduct of the Secured Party or any of the Lenders) in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Agreement, or the exercise of any rights or powers hereunder, including reasonable attorneys' fees and disbursements.

13. The Company and the Secured Party may from time to time agree in writing to the release of certain of the Patents and Trademarks from the security interest created hereby, and, in the case of Patents or Trademarks the Company proposes to abandon, the Secured Party agrees that, prior to an Event of Default, it will release its security interest in any Patent or Trademark the Company proposes to abandon so long as such Patent or Trademark is no longer used by the Company and is not material to the

operations of the Company, provided that after the occurrence and during the continuance of an Event of Default, the Secured Party's consent will be required prior to any such release and abandonment.

14. The Company shall hold the Secured Party and the Lenders harmless from any and all costs, damages and expenses which may be incurred by the Secured Party, the Lenders or the Company in connection with any action or failure to act by the Secured Party or any Lender in connection with this Agreement, except those arising from the gross negligence or willful misconduct of the Secured Party or such Lender.

15. Any and all rights and interests of the Secured Party and the Lenders in and to the Patents and Trademarks (and any and all obligations of the Company with respect to the same) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of the Company) in, to or with respect to the Collateral provided in or arising under or in connection with the Loan Agreement and shall not be in derogation thereof.

16. THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES, AND, TO THE EXTENT THAT THE LAWS OF THE UNITED STATES ARE NOT APPLICABLE, BY AND WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS). THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT. The Company agrees that any suit for the enforcement of this Agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Company by mail at the address specified in the Loan Agreement. The Company hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

17. All notices hereunder shall be in writing and shall be given as provided in the Loan Agreement.

18. When all Obligations have been paid, performed and indefeasibly discharged in full, and if at the time the Lenders are not committed to extend any credit to the Company under the Loan Agreement or under any Other Document, this Agreement shall terminate, and the Secured Party shall, upon request and at the Company's expense, execute all such documentation necessary to release its security interest hereunder.

19. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except by a written instrument expressly referring to this

Agreement and to the provisions so modified or limited, and executed by all the parties hereto.

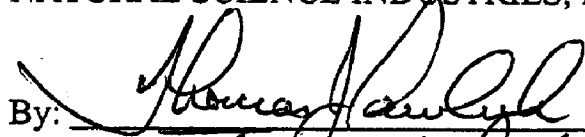
20. This Agreement and all obligations of the Company shall be binding upon the successors and assigns of the Company, and shall, together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party, the Lenders and their respective successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall be in no way affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Company acknowledges receipt of a copy of this Agreement. Terms used herein without definition which are defined in the Uniform Commercial Code of Massachusetts have such defined meanings herein, unless the context otherwise indicates or requires.

21. THE COMPANY AND THE SECURED PARTY MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE SECURED PARTY TO ENTER INTO THIS AGREEMENT AND MAKE THE ADVANCES. Except as prohibited by law, the Company waives any right which it may have to claim or recover in any litigation referred to in the first sentence of this Section 21 any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Company (i) certifies that neither the Secured Party, nor any Lender nor any representative, Agent or attorney of the Secured Party or any Lender has represented, expressly or otherwise, that the Secured Party or any Lender would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledges that, in entering into the Loan Agreement and the Other Documents to which the Secured Party is a party, the Secured Party and the Lenders are relying upon, among other things, the waivers and certifications in this Section 21.

(Signatures on next page)

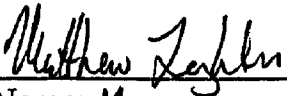
IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of this 30th day of August, 2002.

NATURAL SCIENCE INDUSTRIES, LTD.

By: 
Name: Thomas J. Pawlsek
Title: CEO

Accepted:

GMAC BUSINESS CREDIT, LLC, as Agent

By: 
Name: MATTHEW LEIGHTON
Title: Vice President

STATE OF NEW YORK
~~COMMONWEALTH OF MASSACHUSETTS~~)
COUNTY OF ~~SUFFOLK~~ ^{QUEENS}) ss.
)

Then personally appeared the above-named THOMAS PAWLUR,
who being duly sworn stated that (s)he is the COO
of and acknowledged the foregoing instrument to be the free act and deed of NATURAL
SCIENCE INDUSTRIES, LTD. before me, this 20th day of August, 2002.



Notary Public
My commission expires:

WILLIAM VOGTS
Notary Public, State of New York
No. 01VO5073031
Qualified in Queens County
Commission Expires February 10, 2003

Schedule A

Issued Patents:

<u>Title</u>	<u>Patent/Serial Number</u>	<u>Patent/Filing Date</u>
Childproof Bottle Cap	5,111,946	05/12/1992
Reaction Tray	D338,965	08/31/1993
Tool Holder	D373,295	09/03/1996
Spool Holder	D381,802	08/05/1997
Jewelry Novelty Construction	5,782,107	07/21/1998
Portable Microscope	5,844,714	12/01/1998
Microscope	D413,343	08/31/1999
Tool Holder Design	D398,503	09/22/1998
P/A ... Leaves & Flower (Spain)	2,151,843	05/30/2001
P/A for Creating ... Leaves & Flowers (France)	2,770,094	04/21/2000
P/A for Creating ... Leaves & Flowers (Canada)	2,243,719	09/01/2001
P/A for Creating Artificial Leaves	5,935,503	08/10/1999
P/A for Creating Artificial Leaves (Great Britain)	2,330,550	11/21/2001
P/A for Creating Artificial Leaves	6,322,741	11/27/2001
P/A for Creating Artificial Leaves	6,322,740	11/27/2001
Toy Orrery Design	D431,844	10/10/2000
Time Teaching Globe	6,299,451	10/09/2001
Self-Mounted Display Device	6,321,475	11/27/2001

Patent Applications:

P/A for Creating Artificial... (Germany)	198 46 076.7	6/10/1998
Floating Wick Holder for an Oil...	29/141,331	5/03/2001
Candle and Method of Making	09/864,563	5/24/2001
Locking Dispensing Cap	10/178,064	6/20/2002

Licensing Agreements:

All patent rights granted to Natural Science Industries, Ltd. pursuant to the following license agreements:

1. Agreement between Borrower and Vivid Ventures, Inc., dated October 24, 1995.
2. Agreement between Borrower and Humbrol Limited, dated January 13, 1999.
3. Agreement between Borrower and The Craft Beader Corp., dated January, 1994.
4. License Agreement between Xonex and Harley-Davidson Motor Company, dated January 5, 1996 and assumed by Borrower pursuant to the Xonex Asset Purchase Agreement.
5. License Agreement between Borrower and Pentel of America dated July 29, 1999.
6. License Agreement between Borrower and Rehkemper dated May 12, 1997.
7. License Agreement between Borrower and Scholastic Entertainment dated August 3, 1998.
8. License Agreement between Borrower and Strong-Todd Research dated January 28, 1999.
9. License Agreement between Borrower and Gerald Cummings dated July 8, 1999.
10. License Agreement between Borrower and Elissa Held dated January 1, 2000.
11. License Agreement between Borrower and Time Inc. dated January 1, 2000.
12. License Agreement between Borrower and Helwig Ind. LLC dated August 28, 1998.
13. License Agreement between Borrower and Chicago Toy Group, LLC dated October 30, 2001.
14. License Agreement between Borrower and Concord Confections, Inc. dated July 1, 2001.
15. License Agreement between Borrower and Duncan Toy Co. dated January 10, 2002.
16. License Agreement between Borrower and Haggerty Enterprises, Inc. dated October 5, 2001.
17. License Agreement between Borrower and Hasbro, Inc. and Hasbro International, Inc. dated September 22, 2001 regarding Chutes and Ladders.
18. License Agreement between Borrower and Hasbro, Inc. and Hasbro International, Inc. dated September 22, 2001 regarding The Game of Life.

19. License Agreement between Borrower and Hasbro, Inc. and Hasbro International, Inc. dated September 22, 2001 regarding Play-Doh.
20. License Agreement between Borrower and Hasbro, Inc. and Hasbro International, Inc. dated September 22, 2001 regarding Mr. Potato Head.
21. License Agreement between Borrower and Hasbro, Inc. and Hasbro International, Inc. dated September 22, 2001 regarding Candyland.
22. License Agreement between Borrower and Hasbro, Inc. and Hasbro International, Inc. dated September 22, 2001 regarding Battleship.
23. License Agreement between Borrower and Hasbro, Inc. and Hasbro International, Inc. dated September 22, 2001 regarding Koosh Bubbles.
24. License Agreement between Borrower and Hasbro, Inc. and Hasbro International, Inc. dated September 22, 2001 regarding Trouble.
25. License Agreement between Borrower and James Industries, Inc. dated July 1, 2001.
26. License Agreement between Borrower and Mattel, Inc. dated July 1, 2001.
27. License Agreement between Borrower and Mayer's Cider Mill, Inc. dated May 15, 2002.
28. License Agreement between Borrower and Seven Towns Limited dated January 1, 2001.
29. License Agreement between Borrower and Tootsie Roll Industries, Inc. dated September 19, 2001.
30. License Agreement between Borrower and Binney & Smith Properties, Inc. dated July 1, 2002.
31. License agreement Between Borrower and Coup de Foudre, dated December 1, 1999.
32. License agreement between Borrower and Smithsonian Institution, dated May 13, 1997.
33. License Agreement between Borrower and Blaire Brickman dated March 20, 2001.

Schedule B

Issued Trademarks:

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Paint-N-Swirl	1,162,885	7/28/81
Library of Science	1,552,079	8/15/89
Master Workshop	1,688,439	5/19/92
Microchem	1,582,385	2/13/90
Meloz	2,032,529	3/17/93
Microchem (France)	40954792	10/3/92
Microchem (Great Britain)	B1,457,633	3/6/91
Microchem (Italy)	00634502	11/21/94
World of Nature	1,828,958	3/29/94
Sandscapes	1,968,938	4/16/96
Pretty Pendants	1,973,497	5/7/96
Fun in the Making	2,006,924	10/8/96
Gross National Products	2,095,523	9/9/97
Uggie Bugglies	2,053,364	4/15/97
Twirly Curly	2,042,439	3/4/97
Gunk Lab	2,072,847	6/17/97
Scratch N Draw	2,053,676	4/15/97
Sand Art Fun	2,086,591	8/5/97
Pebble People	2,118,469	12/2/97
Bioscope	2,213,276	12/22/98
Rock Critters	2,184,654	8/25/98
Smartlabs	2,151,402	4/14/98
E-Quiz	2,149,856	4/7/98
Mega lab	2,250,030	6/1/99
Ant-Lantis	2,148,357	3/31/98
Shining Star Dreamcatcher	2,188,374	9/8/98
Candle Creations	2,131,382	1/20/98
Rolling Stones	2,153,528	4/28/98
Ant City	2,107,420	10/21/97
Metal smith	2,191,620	9/22/98
Antropolis	2,184,975	8/25/98
Mega Science Lab	2,157,762	5/12/98
Prehistoric Sea Monsters	2,181,453	8/11/98
Construction Zone	2,179,602	8/4/98
Construction Zone	2,032,291	1/21/97
Alien Autopsy	2,241,907	4/27/99
Bead Doodler	2,215,354	12/29/98
Pretty Petals Flower Maker	2,355,694	6/6/00
Create A Color Nail Salon	2,267,871	8/3/99
Frog Lab	2,250,656	6/1/99
Imagine Nation	2,345,988	4/25/00

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Imagine Nation (Germany)	398 25 046	11/2/98
Imagine Nation (Great Britain)	2168865	6/6/98
Magic Needlepoint	2,276,656	9/7/99
Sea Shell Souvenirs	2,246,729	5/18/99
Dazzling Diamonds	2,248,350	5/18/99
Glitz & Glamour	2,242,136	4/27/99
Mega Bug Lab	2,286,663	10/12/99
NSI Logo	2,277,722	9/14/99
Crystal Mosaics	2,330,321	3/14/00
Stamp and Stencil Fabric Painting	2,284,265	10/5/99
Magic Water Paintings	2,442,896	4/10/2001
Friendshapes	2,390,302	9/26/2000
Bead Pets	2,388,464	9/19/2000
Motorworks	2,398,500	10/24/2000
Snack N' Swirl	2,419,744	1/9/2001
Wild Wire	2,400,794	10/31/2000
The Butterfly Company	2,388,574	9/19/2000
Outback Wildlife	2,457,971	6/05/2001
Glam 2 Go	2,390,435	9/26/2000
Shark Lab	2,376,258	8/8/2000
Astro Lab	2,409,432	11/28/2000
Friendship Fashions	2,541,158	2/19/2002
Glitter Glass	2,436,498	3/20/2001
Skeletronix	2,488,958	9/11/2001
Astro Magnets	2,503,177	10/30/2001
Edutronics	2,541,730	2/19/2002
Rock & Gem Dig	2,211,675	12/15/98
Play Learn Create & Design	2,354,957	6/6/00
Bathroom Graffiti	2,289,016	10/26/99
Mister Grip	2,284,932	10/12/99
Xonex	2,144,751	3/17/98
Misc. Design Mark	2,346,456	5/2/00
Magic World Toys (European Union)	000285205	5/6/96

Pending Trademarks:

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
First Impressions	75 214,718	12/17/96
Fluffy Stuffies	75 558,554	9/24/98
Let's Make	75 917,170	2/11/00
NSI Innovations	76/105,843	8/9/00
Blue Jean Machine	76/180,865	12/14/00
Ink Big	76/195,669	1/18/01
Crazy Foam	76/255,297	5/10/01

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
Silly Foam	76/255,296	5/10/01
Stress Pen	76/258,039	5/16/01
Wire Writer	76/277,677	6/28/01
A Little Imagine Nation	76/287,296	7/18/01
Dress-Up Divas	76/327,087	10/18/01
Beautifills	76/333,449	11/02/01
Power Charms	76/363,921	1/25/02
Magic Chalk	76/380,645	3/11/02
Shaker Maker	76/403,096	5/02/02
Lucky Charms	76/415,836	6/04/02
Snack Factory	76/426,392	7/1/02
Candy Girl	78/147,075	7/24/02
Chalk Zone	76/380646	3/11/02
Rhinestone Reaction	76/327088	10/18/01
Sparkle Pets	76/213457	2/21/01
Liquid Candles	76/207038	2/8/01
Dino Duos	76/179596	12/12/00
My Groovy	75/848845	11/15/99
Picture Pals	75/813436	10/1/99
Silly Slippers	75/813434	10/1/99
Jelly Candles	75/783301	8/24/99
Activiteenies	75/656406	3/9/99
Power Scope	75/627907	1/26/99
Transformation Station	75/615744	1/5/99
Extreme Canteen	75/558560	9/24/98
Fluffy Stuff	75/585553	9/24/98
Super Sudsy Soap Factory	75/198869	11/14/96

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33. License Agreement between Borrower and Blaire Brickman dated March 20, 2001.

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, Natural Science Industries, Ltd., a corporation organized and existing under the laws of the State of New York, having a principal place of business and its chief executive offices at 910 Orlando Avenue, West Hampstead, NY 11552 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____ having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of August, 2002.

NATURAL SCIENCE INDUSTRIES, LTD.

By: _____

Name: _____

Title: _____

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the ____ day of _____, ____.

By: _____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this the ____ day of August, 2002, before me appeared
_____, the person who signed this instrument, who
acknowledged that (s)he is the _____ of NATURAL
SCIENCE INDUSTRIES, LTD. and that being duly authorized (s)he signed such
instrument as a free act on behalf of NATURAL SCIENCE INDUSTRIES, LTD.

Notary Public
My commission expires:

ANNEX

Trademark
or
Service Mark

Registrations
United States Patent and Trademark Office
Registration No. Registration Date

Trademark
or
Service Mark

Registrations
United States Patent and Trademark Office
Serial No. Filing Date

EXHIBIT 2

ASSIGNMENT OF PATENTS

WHEREAS, Natural Science Industries, Ltd., a corporation organized and existing under the laws of the State of New York, having a principal place of business and its chief executive offices at 910 Orlando Avenue, West Hampstead, NY 11552 (the "Assignor"), owns the patents, patent applications and related patent property (the "Patents") identified on the Annex hereto; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____ having a place of business at _____ (the "Assignee"), is desirous of acquiring the Patents;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Patents and to any and all continuations, continuations in-part, divisions, patents of addition, renewals, extensions, foreign counterparts, utility models, reexaminations and reissues of any of said Patents for the full term thereof, this assignment including the Assignor's entire right to bring suit and recover damages for past infringement of any of said Patents and to assert any claim, action or cause of action that may have arisen prior to the date of this assignment or thereafter under any of said Patents.

This Assignment of Patents is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Patents below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has
d this assignment, as an instrument under seal, on this ____ day of August, 2002.

NATURAL SCIENCE INDUSTRIES, LTD.

By: _____

Name: _____

Title: _____

The foregoing assignment of the Patents by the Assignor to the Assignee is hereby
ed as of the ____ day of _____, ____.

By: _____

Name: _____

Title: _____

ANNEX

Patent

Registrations
United States Patent and Trademark Office
Patent No.

Patent

Applications
United States Patent and Trademark Office
Patent Application No.