

Handwritten initials and a circular stamp: "OFFICE JUL 02 2004 PATENT & TRADEMARK OFFICE".

07-08-2004



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECORD TRA

DEPARTMENT OF COMMERCE S. Patent and Trademark Office

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

1. Name of conveying party(ies): Pumpkin Ltd.
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Delaware
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Bank One, N.A.
Internal Address:
Street Address: 100 East Broad Street
City: Columbus State: OH Zip: 43217-0171
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other National banking association
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: 6/11/04

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 78086592, 78361557, 78190432, 78387834
Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2213214, 2279335, 2310954, 1476839
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Laing P. Akers
Internal Address:
Street Address: 41 S. High Street, Suite 1300
City: Columbus State: OH Zip: 43215

6. Total number of applications and registrations involved: 26
7. Total fee (37 CFR 3.41) \$ 665
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Laing P. Akers Name of Person Signing
Laing P. Akers Signature
June 22, 2004 Date
Total number of pages including cover sheet, attachments, and document: 21

07/07/2004 LMUELLER 00000179 78086592

01 FC:8521 40.00 OP
02 FC:8522 625.00 OP

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

TRADEMARK REEL: 003004 FRAME: 0377

RECORDATION FORM COVER SHEET
FORM PTO-1594

Conveying Party: Pumpkin Ltd.
Receiving Party: Bank One, N.A.

Item 4A. Additional Trademark Application Nos.:

78387823

78382029

78289228

Item 4A. Additional Trademark Registration Nos.:

1465923

2160808

2484623

2094288

2591780

1879719

2212466

2152583

1912503

2611708

1477650

2272369

2093958

2430455

2437613

**COLLATERAL AGREEMENT
RE: PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES**

On this 11th day of June, 2004, PUMPKIN LTD., a Delaware corporation, ("Assignor"), with its principal place of business and mailing address at 1905 Sherman Street, Denver, Colorado 80203, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, mortgages, pledges and grants to BANK ONE, N.A, a national banking association, with its mailing address at 100 East Broad Street, Columbus, Ohio 43271-0171 ("Assignee"), under that certain Loan Agreement by and between Assignor, Assignee and certain other parties named therein dated of even date herewith (the "Loan Agreement"), a continuing security interest in the following property:

(i) Each patent, patent registration and patent application (to the extent permitted by applicable law) listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such patent, patent registration and patent application; and

(ii) Each patent license listed on Schedule A-2 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such patent license; and

(iii) Each trademark, trademark registration and trademark application (to the extent permitted by applicable law) listed on Schedule B-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(iv) Each trademark license listed on Schedule B-2 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark license; and

(v) Each copyright, copyright registration and copyright application (to the extent permitted by applicable law) listed on Schedule C-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such copyright, copyright registration and copyright application; and

(vi) Each copyright license listed on Schedule C-2 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such copyright license; and

(vii) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages by reason of past, present or future infringement of any item listed in the attached Schedules hereto or by reason of injury to the goodwill associated with any such patent, patent registration, patent application or patent license, trademark, trademark registration, trademark application or trademark

license, copyright, copyright registration, copyright application or copyright license in each case together with the right to sue for and collect said damages;

to secure the payment and performance of the Liabilities as set out in the Loan Agreement.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the mortgage, pledge and security interest in the patents, patent registrations, patent applications or patent licenses, trademarks, trademark registrations, trademark applications or trademark licenses, copyrights, copyright registrations, copyright applications or copyright licenses made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed as of the date and year first above written.

PUMPKIN LTD.,
a Delaware corporation

By: *Paul A. Miller*
Name: Paul A. Miller
Title: Vice President

BANK ONE, N.A.,
a national banking association

By: *Mark S. Slayman*
Mark S. Slayman, First Vice President

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Paul A. Miller, Vice Pres. of PUMPKIN LTD., a Delaware corporation personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said corporation and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of June, 2004.

(NOTARIAL SEAL)

Carol R. McCoy
Notary Public

My Commission Expires: 12-25-08

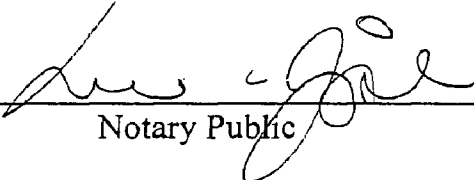
Carol R. McCoy
(Type or Print Name)

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Mark S. Slayman, First Vice President of Bank One, N.A., a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said national banking association and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4 day of June, 2004.

(NOTARIAL SEAL)



Notary Public

My Commission Expires:





DONNA LYNNE RIPPPL
Notary Public, State of Ohio
My Commission Expires June 5, 2008

SCHEDULE A-1

**TO SECURITY AGREEMENT
RE: PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES**

**U.S. Patent Numbers
and Pending U.S. Patent Application Numbers**

A. Patents and Patent Applications

PATENT NAME	STATUS	SERIAL NO.	PATENT NO.	FILING DATE	ISSUE DATE
Pumpkin Carving Kit	Issued	91,436	4,828,114	8/31/87	5/9/89
Hand-Held Scraping Device (Scoop)	Issued	07/607,150	5,092,050	10/31/90	3/3/92
Method for Decorating Surfaces with Transfer Patterns	Issued	08/182,409	6,093,446	7/14/94	7/25/00
Hand-Held Drilling Tool (Candle Planter)	Issued	08/549,957	5,655,861	10/27/95	8/12/97
Hand-Held Cutting Tool with Fatigue Resistant Blade (Flex Saw)	Issued	08/763,529	5,832,615	12/12/96	11/10/98
Stencil and Kit for Transferring Images and Method Therefore (Kid's Kit)	Issued	09/028,217	6,055,738	2/23/98	5/2/00
Safety Saw for Cutting Soft Materials (Kid's Saw)	Issued	09/156,986	6,497,046	9/18/98	12/24/02
Illumination Device (Kid's Candle) – Design	Issued	29/094,325	D427,708	9/30/98	7/4/00
Illumination Device (Kid's Candle) – Utility	Issued	09/163,744	6,309,092	9/30/98	10/30/01

Creative Art Kit for Producing and Viewing Stereoscopic Creative Art Images (3D Glasses with Paint/Chalk)	Issued	09/190,356	6,266,186	11/12/98	7/24/01
Egg Cleaning and Decorating Method and Kit (Easter Kit)	Issued	09/344,475	6,260,480	6/16/99	7/17/01
Combination Jump Rope and Sidewalk Chalk Holder Toy	Issued	09/340,554	6,113,520	6/28/99	9/5/00
Method of Carving Shapes in a Pumpkin Shell (Pumpkin Punch Out Kit)	Issued	09/348,850	6,342,175	7/7/99	1/29/02
Inflatable Treat Bowl - Design	Issued	29/124,617	D452,636	6/8/00	1/1/02
Bag with Flashlight Handle (Snake Light) - Design	Issued	29/129,419	D456,920	9/15/00	5/7/02
Spherical Flashlight Pendant (Monster Eyeball Light) - Design	Issued	29/129,420	D453,702	9/15/00	2/19/02
Dome-Shaped Illumination Device (Dome Light) Design Patent - <i>see also</i> "Portable Special Effects Illumination Device (UPL)" Utility Patent	Issued	29/131,028	D454,967	10/12/00	3/26/02
Pumpkin Decorating Kit and Method Using Light Guiding Pegs (Kid's Fright Lights)	Issued	09/889,338	6,578,710	7/16/01	6/17/03
Portable Special Effects Illumination Device { <i>see also</i> Design Patent for Dome-Shaped Illumination Device (Dome Light)}	Issued	09/971,786	6,575,613	10/4/01	6/10/03
Tool Handle (Design Patent for new saw)	Issued	29/179,502	D483,645	4/9/03	12/16/03

B. Pending Applications for Patents - United States:

PATENT NAME	STATUS	SERIAL NO.	PATENT NO.	FILING DATE	ISSUE DATE
Piercing Tool	Pending	10/401,491		3/28/03	
Tool with Ergonomic Soft-Grip Handle	Pending	10/410,889		4/9/03	
Garment and Garment Accessories Having Luminescent Accents and Fabrication Method Therefor (Neon Light Costumes)	Pending	10/754,066		1/7/04	
Piercing Tool – PCT Application	Pending	based on US Ser. No. 10/401,491	3/25/04		
Tool with Ergonomic Soft-Grip Handle – PCT Application	Pending	based on US Ser. No. 10/410,889	4/7/04		

SCHEDULE A-2

TO SECURITY AGREEMENT
 RE: PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

Patent Licenses

PATENT NAME	STATUS	SERIAL NO.	PATENT NO.	FILING DATE	ISSUE DATE
Scary Carries line of Trick or Treat Bags (licensed by Ringstone Co. Ltd. to Pumpkin, Ltd.)	Issued		5,348,155		
(licensed by Pumpkin, Ltd. to Martha Stewart Online; non-exclusive, dated April 10, 2003)	Issued		4,828,114		
(licensed by Pumpkin, Ltd. to Martha Stewart Online; non-exclusive, dated April 10, 2003)	Issued		6,342,175		
(licensed by Pumpkin, Ltd. to Restoration Hardware, Inc.; non-exclusive, dated February, 10, 2003)	Issued		6,342,175		
(licensed by Pumpkin, Ltd. to Running Press; non-exclusive)			5,832,615		
(licensed by Pumpkin, Ltd. to Paper Magic Group; non-exclusive, effective July 14, 2003)			4,828,114		
(licensed by Pumpkin, Ltd. to Paper Magic Group; non-exclusive, effective July 14, 2003)			5,092,050		
(cross-licensing agreement with The Seeds Corps, d/b/a Concept Marketing; non-exclusive, dated August 3, 1998)					
Lighted Safety Bucket (Patent is Owned by Jack Holland, but under exclusive license with Pumpkin Ltd.)	Issued	09/420,470	6,270,233	10/19/99	8/7/01

SCHEDULE B-1

TO SECURITY AGREEMENT
RE: PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

Registered U.S. Trademarks
and Trademark Applications

A. Registered Trademarks - United States:

TRADEMARK	STATUS	REG. / SER. NO.	IC / G&S	FILING DATE	FIRST USE DATE	REG. DATE
'POWER' TOOLS FOR PUMPKINS®	Registered	2,213,214	8 – pumpkin carving and lighting kit comprised of hand held tools, namely, a saw, a scoop, and a drill, and a candle	2/16/96	7/30/98	12/22/98
BAREBONES® (stylized)	Registered	2,279,335	2 – paints for decorating pumpkins	8/7/98	12/22/97	9/21/99
BAREBONES® (stylized)	Registered	2,310,954	8 – manually operated hand tools for caring pumpkins, namely, saws and drills	8/7/98	11/12/96	1/25/00
Boo Bags™	Common Law					
CARVE-O-LANTERN®	Registered	1,476,839	16 – kit for pumpkin carving, namely an instruction manual, patterns and hand tools therefor	7/13/87	10/20/86	2/16/88
CARVE-O-LANTERN®	Registered	1,465,923	41 – educational services, namely, conducting classes and seminars in the field of pumpkin sculpturing	3/23/87	10/31/86	11/17/87
Carving Patterns™	Common Law					
Creepy Carries™	Common Law					
DURASAW®	Registered	2,160,808	8 – hand held tools, namely, saws	2/16/96	10/14/97	5/26/98

EASY CARVE®	Registered	2,484,623	16 – Kit for pumpkin decorating, consisting of instructions, patterns, hand tools, and a candle, all sold as a unit	1/21/00	7/2/99	9/4/01
Exceptional Easter™	Common Law				2000	
FRIGHT LIGHTS™	Common Law				2000	
HALLOWEEN HARDWARE®	Registered	2,094,288	8 – hand held tools for carving pumpkins, namely, saws	2/1/96	4/12/95	9/9/97
HALLOWEEN HARDWARE®	Registered	2,094,288	21 – hand held tools for carving pumpkins, namely, scoops	2/1/96	4/12/95	9/9/97
LANTERNS OF LIBERTY®	Registered	2,591,780	16 – stencils; printed instructions and ideas for carving pumpkins and for creating holiday decorations with a patriotic theme.	10/16/01	10/16/01	7/9/02
LANTERNS OF LIBERTY®	Registered	2,591,780	42 – information services, namely providing information and ideas for carving pumpkins and for creating holiday decorations with a patriotic theme	10/16/01	10/31/01	7/9/02
MELON LIGHTS FOR SUMMER NIGHTS!®	Registered	1,879,719	16 – kit for watermelon carving; namely , an instruction manual, patterns and hand tools therefor	2/14/94	4/1/92	2/21/95
Monster Eye™	Common Law					
Monster Sack™	Common Law					
MONSTER SNOT™	Allowed	78/086,592	28 – toy and novelty pressurized dispenser of plastic stream material; plastic stream material for use in a toy an novelty pressured dispenser	10/2/01	6/24/02	
OK!®	Registered	2,212,466	16 – children's art supplies, namely, arts and craft painting kits, chalk, and slideable stickers	6/26/97	2/15/97	12/22/98

OUR KIDS®	Registered	2,152,583	16 – children's art supplies, namely, arts and craft painting kits, chalk, and slideable stickers	6/26/97	2/15/97	4/21/98
Peek A Boos™	Common Law					
PRODUCT MASTERS™	Common Law	Trade name cert. filed – Colo.		9/14/98		
PUMPKIN MASTERS/AMERICA'S PUMPKIN CARVING COMPANY & Design® (Canada)	Registered	489,994	Pumpkin carving and decorative products namely, saws, drills, pokers, scoops, candles and candle holders, patterns and instructional booklets sold separately and in kits.	8/23/96	1994	2/16/98
PUMPKIN MASTERS®	Registered	1,912,503	16 – kit for pumpkin carving, instruction manual, patterns and hand tools therefor	12/20/93	5/16/94	8/15/95
PUMPKIN MASTERS® (Canada)	Registered	489,360	Pumpkin carving and decorative products namely, saws, drills, pokers, scoops, candles and candle holders, patterns and instructional booklets sold separately and in kits.	8/23/96	1994	2/5/98
PUMPKIN MASTERS® (United Kingdom) (stylized)	Registered	2,137,466	4 – Candles; wicks; candles adapted for Halloween; lubricants; fuels	6/28/97		10/9/98

PUMPKIN MASTERS® (United Kingdom) (stylized)	Registered	2,137,466	8 – Hand tools and implements; axes; blades; razors; cleavers; cutlery; cutters; cutting tools; cutting bars; drills; saws; pokers; scoops; drill holders; fruit pickers; knives; machetes; files; paring knives; pincers; saw blades; saw holders; scrapers; scraping tools; screw drivers; sharpening instruments; spatulas; spades; swords; tongs; tweezers; slicers; shredders; wrenches; parts and fittings for all the aforesaid goods	6/28/97	10/9/98
PUMPKIN MASTERS® (United Kingdom) (stylized)	Registered	2,137,466	16 – Pattern and instructional booklets; printed matter; books; publications; stationery; parts and fittings for the aforesaid goods	6/28/97	10/9/98
PUMPKIN MASTERS® (United Kingdom) (stylized)	Registered	2,137,466	28 – Games; toys; playthings; candle holders; parts and fittings for the aforesaid goods	6/28/97	10/9/98
PUMPKIN MASTERS® (United Kingdom) Series includes: PUMPKIN-MASTERS, PUMPKIN MASTERS, PUMPKIN-MASTER, PUMPKIN MASTER	Registered	2,136,895	4 – Candles; wicks; candles adapted for Halloween; lubricants; fuels	6/25/97	2/20/98

<p>PUMPKIN MASTERS® (United Kingdom)</p> <p>Series includes:</p> <p>PUMPKIN-MASTERS, PUMPKIN MASTERS, PUMPKIN-MASTER, PUMPKIN MASTER</p>	Registered	2,136,895	<p>8 - Hand tools and implements; axes; blades; razors; cleavers; cutlery; cutters;</p> <p>cutting tools; cutting bars; drills; saws; pokers; scoops; drill holders; fruit</p> <p>pickers; knives; machetes; files; paring knives; pincers; saw blades; saw</p> <p>holders; scrapers; scraping tools; screw drivers; sharpening instruments;</p> <p>spatulas; spades; swords; tongs; tweezers; slicers; shredders; wrenches; parts and fittings for all the aforesaid goods</p>	6/25/97		2/20/98
<p>PUMPKIN MASTERS® (United Kingdom)</p> <p>Series includes:</p> <p>PUMPKIN-MASTERS, PUMPKIN MASTERS, PUMPKIN-MASTER, PUMPKIN MASTER</p>	Registered	2,136,895	<p>16 - Pattern and instructional booklets; printed matter; books; publications;</p> <p>stationery; parts and fittings for the aforesaid goods</p>	6/25/97		2/20/98
<p>PUMPKIN MASTERS® (United Kingdom)</p> <p>Series includes:</p> <p>PUMPKIN-MASTERS, PUMPKIN MASTERS, PUMPKIN-MASTER, PUMPKIN MASTER</p>	Registered	2,136,895	<p>28 - Games; toys; playthings; candle holders; parts and fittings for the aforesaid</p> <p>goods</p>	6/25/97		2/20/98

TRADEMARK	STATUS	REG. / SER. NO.	IC / G&S	FILING DATE	FIRST USE DATE	REG. DATE
PUMPKIN PORTRAITS®	Registered	2,611,708	40 - electronic imaging, scanning, digitizing, alteration, photographic computer imaging of photographs, paintings, drawings, computer illustrations and other visual media, photographic reproduction of portraits, in the form of carved pumpkins	9/22/00	9/1/99	8/27/02
PUMPKIN PORTRAITS® (Canada)	Allowed	1,096,668	42 - Reproducing images from photographs, paintings, drawings, computer illustrations, and other visual media in the form of carved pumpkins	3/21/01		
PUT A NEW FACE ON HALLOWEEN®	Registered	1,477,650	16 - kit for pumpkin carving; namely, and instruction manual, patterns and hand tools therefor	7/14/87	2/10/87	2/23/88
QUICKPattern™	Common Law				1997	
SCARY CARRIES® (stylized)	Registered	2,272,369	16 - Halloween trick-or-treating bags	9/22/98	12/26/96	8/24/99
Scraper Scoop™	Common Law				1990	
Sensational Shadows™	Common Law				1996	
Spine Tingle™	Common Law				2002	
THE ORIGINAL PUMPKIN CARVER®	Registered	2,093,958	8 - plastic carving knife for use in carving pumpkins	3/28/94	2/14/92	9/9/97
THE THING YA' FLING®	Registered	2,430,455	28 - Stuffed toy flying discs for playing a toss game	6/1/99	1/30/00	2/20/01
ZOJO®	Registered	2,437,613	28 - Toys, namely, flying discs	7/8/99	2/22/00	3/20/01

B-2-6

B. Pending Trademark Applications - United States:

TRADEMARK	STATUS	REG. / SER. NO.	IC / G&S	FILING DATE	FIRST USE DATE	REG. DATE
HALLOWEEN HOST	Pending	78/361,557	16 - Drink coasters 21 - Charms for attachment to beverage glasses to identify drinks; food spreaders; swizzle sticks; appetizer forks; bottle covers; reusable plastic ice cubes; a house mark for Halloween party kitchenware and giftware	2/3/04	ITU	
LIGHTS ON™	Pending	78/190,432	25 - Costumes	12/2/02	ITU	
OK!	Pending	78/387,834	028: Egg decorating kits; Easter basket stuffers	3/19/04	ITU	
OUR KIDS	Pending	78/387,823	028: Egg decorating kits; Easter basket stuffers	3/19/04	ITU	
PUMPKIN PORTRAITS® (United Kingdom)	Pending	2,265,159	42 - Reproducing images from photographs, paintings, drawings, computer illustrations, and other visual media in the form of carved pumpkins	3/22/01		
STAR STUDED PUMPKINS	Pending	78/382,029	016: Pumpkin carving kits; tools for carving pumpkins	3/10/04	ITU	
ZIPPY CARVE	Pending	78/289,228	16 - Pumpkin carving kits; tools for carving pumpkins	8/19/03	ITU	

SCHEDULE B-2

TO SECURITY AGREEMENT
 RE: PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

Trademark Licenses

TRADEMARK	STATUS	REG. / SER. NO.	IC / G&S	FILING DATE	FIRST USE DATE	REG. DATE
Character images and trademarks (licensed by Universal Studios to Pumpkin, Ltd.; non-exclusive), executed on October 2, 2002	Issued					
THE ORIGINAL PUMPKIN CARVER (Stylized) (licensed by Pumpkin, Ltd. to Impel, Inc.; exclusive), executed on August 27, 1999	Issued	2,093,958				

SCHEDULE B-2

**TO SECURITY AGREEMENT
RE: PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES**

Trademark Licenses

TRADEMARK	STATUS	REG. / SER. NO.	IC / G&S	FILING DATE	FIRST USE DATE	REG. DATE
Character images and trademarks (licensed by Universal Studios to Pumpkin, Ltd.; non-exclusive), executed on October 2, 2002	Issued					
THE ORIGINAL PUMPKIN CARVER (Stylized) (licensed by Pumpkin, Ltd. to Impel, Inc.; exclusive), executed on August 27, 1999	Issued	2,093,958				

SCHEDULE C-1

TO SECURITY AGREEMENT
RE: PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

Registered U.S. Copyrights and Copyright Applications

A. Registered Copyrights - United States:

Registration Number	Copyright Name	Issue Date
TX 2-053-558	CARVE-O-LANTERN	2/26/1987
TX 3-622-904	CARVE-O-LANTERN™ PUMPKIN CARVING KIT	9/20/1993
TX 3 622 903	CARVE-O-LANTERN® - PUMPKIN CARVING KIT (1989)	9/20/1993
TX 3-750-540	ZIPPY CARVE INSTRUCTION BOOK	2/7/1994
TX 3-783-386	ZIPPY CARVE (PACKAGE)	2/7/1994
TX 4-607-692	CARVING FOR KIDS	6/23/1997
VA 1-052-479	EGG HEAD	7/10/2000
VA 1-061-067	BUNNY TRAILS (STENCILS (2))	10/18/2000
VA 1-145-120	LET FREEDOM SHINE	11/2/2001
VA 1-63-909	INFLATABLE TREAT BOWLS	4/12/2000
VAu 498-221	SNAKE FLASHLIGHT HANDLE ON BAG	4/14/2000
VAu 498-220	EYEBALL FLASHLIGHT	4/14/2000
VAu 480-843	SAFETY FLASHLIGHT/BEACON PENDANT	09/25/2000

B. Copyright Applications - United States:

None.

SCHEDULE C-2

**TO SECURITY AGREEMENT
RE: PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES**

Licenses Granted to Borrower of Intellectual Property Used in the Business

None.

C-2-1

Columbus/383555.1

RECORDED: 07/02/2004

**TRADEMARK
REEL: 003004 FRAME: 0397**