

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

The Boyds Collection, Ltd.

- Individual(s)
- General Partnership
- Corporation- State: Maryland
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A.

Internal

Address: Mailcode CA5-701-05-19

Street Address: 1455 Market Street, 5th Floor

City: San Francisco

State: CA

Country: USA Zip: 94103

- Association Citizenship North Carolina
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) February 23, 2005

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,802,704; 2,798,409; 2,534,832; 1,938,532; 2,772,184; 2,557,120;

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Mandie Smolich

Internal Address: Sidley Austin Brown & Wood LLP

Street Address: 555 West Fifth Street, 38th Floor

City: Los Angeles

State: CA Zip: 90013

Phone Number: 213 896-6147

Fax Number: 213 896-6600

Email Address: msmolich@sidley.com

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

51

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,290**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 501597

Authorized User Name Mandie Smolich

**9. Signature:**

Mandie Smolich  
Signature

6/28/05

Date

Mandie Smolich

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 16

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

CH \$1290.00 501597 76554411

Attachment to Trademark Recordation Form Cover Sheet

**Item 4 continued:**

2,541,234; 2,002,253; 2,053,264; 2,284,304; 2,126,056; 1,968,106; 2,476,563; 2,781,457;  
2,628,928; 2,654,987; 2,694,016; 2,687,028; 2,675,580; 2,748,115; 1,940,937; 2,565,826;  
2,784,686; 2,625,834; 2,548,401; 2,730,159; 2,551,042; 2,660,673; 2,035,667; 2,032,320;  
2,100,906; 2,052,434; 2,054,756; 2,571,426; 2,684,244; 2,667,195; 2,557,057; 2,663,927;  
1,940,937; 2,788,932; 2,548,306; 78/299,669; 78/529,333; 76/255,574; 76/543,334; 76/538,440;  
76/554,411; 76/511,244; 76/255,720; 76/240,654; 76/240,252

EXECUTION COPY

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of February 23, 2005, by and between **THE BOYDS COLLECTION, LTD.**, a Maryland corporation (the "Grantor") and **BANK OF AMERICA, N.A.**, in its capacity as administrative agent (with its successors and permitted assigns in such capacity, the "Administrative Agent") for the Lenders (as defined below) and the L/C Issuer (as defined below) in connection with that certain Credit Agreement of even date herewith among Grantor, the financial institutions from time to time party thereto as lenders (the "Lenders"), Bank of America, N.A., as issuer of letters of credit (the "L/C Issuer"), and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

## WITNESSETH:

WHEREAS, Grantor is a party to the Credit Agreement, pursuant to which the Lenders and the L/C Issuer have agreed to make Term Loans, Revolving Loans, issue Letters of Credit and extend other financial accommodations to the Grantor from time to time;

WHEREAS, the Loan Parties and the Administrative Agent are parties to that certain Security Agreement of even date herewith (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Loan Parties have granted a security interest in certain of their assets to the Administrative Agent for the benefit of the Administrative Agent, the Lenders and the L/C Issuer (each individually a "Secured Party", and collectively, the "Secured Parties"); and

WHEREAS, in order to secure the prompt and complete payment, observance and performance of (i) all of the Grantor's Obligations and (ii) all of the Grantor's obligations and liabilities hereunder and in connection herewith (all such Obligations and such obligations and liabilities hereunder being hereinafter referred to as the "Liabilities"), the Secured Parties have required as a condition, among others, to entering into the Credit Agreement that the Grantor execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Construction.

(a) The words "hereof," "herein," "hereby" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(b) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Liabilities, Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law and Section 14 hereof, all of Grantor's now owned or existing and hereafter acquired or arising:

(a) (i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i) through (v) in this Section 3(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor (including oral licenses to Affiliates) under any such license agreement, including, without limitation, those written trademark license agreements and service mark license agreements described in the Security Agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

4. Consents Under Existing Agreements; Restrictions on Future Agreements.

(a) If Grantor is a licensor under any License, Grantor gives its consent to the assignment of such License and grant of a security interest therein pursuant to the terms hereof.

(b) Except as permitted in Section 8 hereof, Grantor will not, without the Administrative Agent's prior written consent (which shall not be unreasonably withheld), enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any

respect affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement or the rights associated with any material Trademarks or Licenses.

5. New Trademarks and Licenses. Grantor represents and warrants that, from and until the Closing Date, (a) the Trademarks listed on Schedule A include all of the registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by Grantor, (b) the Licenses described in the Security Agreement include all of the trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor and which are material individually or in the aggregate to the operation of the business of Grantor and (c) other than the rights of any party to the Licenses with respect to the Trademarks and Liens permitted by subsection 7.2 of the Credit Agreement, no liens, claims or security interests in such Trademarks and Licenses have been granted by Grantor to any Person other than the Administrative Agent. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals, whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of Section 3 above shall automatically apply thereto. Grantor shall give to the Administrative Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence not less frequently than on a quarterly basis. Grantor hereby authorizes the Administrative Agent to modify this Agreement unilaterally, upon reasonable notice to Grantor thereof, (x) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications owned or held by Grantor or to prepare this Agreement for filing with the United States Patent and Trademark Office and/or an equivalent agency in a foreign jurisdiction, which are Trademarks under Section 3 above or under this Section 5, and (y) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing a Schedule A thereto, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications.

6. Royalties. Grantor hereby agrees that the use by the Administrative Agent of the Trademarks and Licenses as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies under Section 14 hereof or pursuant to Section 14 of the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Secured Parties to Grantor.

7. Further Assignments and Security Interests. Except as permitted in Section 8 hereof and subsection 7.7 of the Credit Agreement, Grantor agrees (a) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Administrative Agent, except that such consent shall not be required with respect to a license if (i) no Event of Default has occurred and is continuing, (ii) such license is in the ordinary course of business (provided that if such license is to an Affiliate, it shall be in accordance with subsection 6.8 of the Credit Agreement), and (iii) such license does

not prohibit the granting of a Lien pursuant to a Collateral Document in the intellectual property covered by such license and (b) to maintain the quality of such products as of the date hereof.

8. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest; Release of Collateral.

(a) This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only upon Payment in Full. Upon such termination and at the written request of Grantor or its successors or assigns, and at the cost and expense of Grantor or its successors or assigns, the Administrative Agent shall execute in a timely manner such instruments, documents or agreements as are reasonably necessary or reasonably desirable to terminate the Administrative Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement or the Security Agreement.

(b) The Trademarks and Licenses shall be subject to release from time to time (with the Trademarks and Licenses referred to in the immediately preceding sentence, the "Released Collateral") in accordance with subsection 18(B) of the Security Agreement. The Liens under this Agreement shall automatically terminate with respect to the Released Collateral upon such sale, transfer, assignment, disposition or release, and upon the request of Grantor, the Administrative Agent shall execute and deliver such instrument or document as may be reasonably necessary to release the Liens granted hereunder; provided, however, that (i) the Administrative Agent shall not be required to execute any such documents on terms which, in the Administrative Agent's opinion, would expose the Administrative Agent to liability or create any obligation other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Liabilities or any Liens on (or obligations of Grantor in respect of) assets which continue to constitute Trademarks and Licenses, including, without limitation, all reversionary rights of Grantor with respect to the Released Collateral and the proceeds of any sale, all of which shall continue to constitute part of the Trademarks and Licenses.

9. Duties of Grantor; The Administrative Agent's Duty of Care. Grantor shall have the duty, to the extent it deems appropriate in the normal conduct of Grantor's business, to: (a) prosecute diligently any material trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (b) make application for the registration of trademarks or service marks used or adopted by Grantor. Grantor further agrees (i) when an Event of Default has occurred and is continuing, not to abandon any material Trademark or License without the prior written consent of the Administrative Agent, and (ii) to use its reasonable best efforts to obtain and maintain in full force and effect the Trademarks and the Licenses that are or shall be reasonably necessary or reasonably desirable in the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. The Administrative Agent shall not be liable for any acts, omissions, errors of judgment or mistakes of fact or law including, without limitation, acts, omissions, errors or mistakes with respect to the Collateral, except for those arising out of or in connection with the Administrative Agent's (x) gross negligence or willful misconduct or (y) material breach of a material provision of this Agreement. Without limiting the generality of

the foregoing, none of the Secured Parties shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Administrative Agent may do so at its option, and all reasonable expenses incurred in connection therewith shall be for the sole account of the Grantor and shall be added to the Liabilities secured hereby.

10. The Administrative Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Administrative Agent shall commence any such suit, Grantor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Administrative Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse the Administrative Agent for all reasonable costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Section 10 (including, without limitation, reasonable fees and expenses of attorneys for the Administrative Agent).

11. Waivers. The Administrative Agent's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent and directed to Grantor specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. Grantor hereby designates, constitutes and appoints the Administrative Agent (and all Persons designated by the Administrative Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and, upon the occurrence and during the continuance of an Event of Default, authorizes the Administrative Agent and any of the Administrative Agent's designees, in Grantor's or the Administrative Agent's name, to take any action and execute any instrument which the Administrative Agent may deem reasonably necessary or reasonably desirable to accomplish the purposes of this Agreement, including, without limitation, to (subject, where applicable, to the provisions of the

Loan Documents and, as applicable, to any express limitation in any License) (i) endorse Grantor's name on all applications, documents, papers and instruments reasonably necessary or reasonably desirable for the Administrative Agent in the use, prosecution or protection of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or, to the extent permitted, the Licenses as any of the Secured Parties deems in its or their own best interest. Grantor hereby ratifies all that such attorney shall lawfully do or, to the extent permitted, cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until Payment In Full. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Parties under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located (the "UCC"). Upon the occurrence of an Event of Default and the election by the Administrative Agent to exercise any of its remedies under Section 9-610 of the UCC with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be reasonably necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Administrative Agent may give any shorter notice that is reasonable under the circumstances. Further, notwithstanding anything set forth herein to the contrary, in exercising any rights provided in this Agreement or any of the other Loan Documents the Administrative Agent shall not cause any of the Trademarks to be abandoned by assignment or conveyance of a Trademark separate from the goodwill symbolized by such mark.

15. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of each of the Secured Parties and their respective nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.



16. Governing Law. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of New York.

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in Section 10.7 of the Credit Agreement.

18. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

20. Consent to Jurisdiction and Service of Process. Grantor agrees that the terms of Section 10.15 of the Credit Agreement with respect to consent to jurisdiction and service of process shall apply equally to this Agreement.

21. WAIVER OF JURY TRIAL. EACH OF THE GRANTOR AND THE ADMINISTRATIVE AGENT IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG THE ADMINISTRATIVE AGENT AND GRANTOR ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS. ANY SUCH PERSON MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**THE BOYDS COLLECTION, LTD.**

By: Joseph E. Marcharsky  
Name: Joseph E. Marcharsky  
Title: Chief Financial Officer


LA1 644322

*Signature Page to  
Trademark Security Agreement*

**TRADEMARK**  
**REEL: 003144 FRAME: 0860**

Accepted and agreed to as of the day and year first  
above written.

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By:   
Name: \_\_\_\_\_  
Title: **Charles D. Graber**  
**Vice President**

LAI 644322

*Signature Page to  
Trademark Security Agreement*

**TRADEMARK**  
**REEL: 003144 FRAME: 0861**

**Schedule A**  
**to**  
**Trademark Security Agreement**  
**Trademarks, etc., and Applications**

LA1 644322

*Trademark Security Agreement*

**TRADEMARK**  
**REEL: 003144 FRAME: 0862**

Intellectual PropertyDescription of Trademarks and Trademark Applications

Mark	Country	Status	Registration no./ Serial no.	Registration Filing Date
THE ARCHIVE SERIES	US	Reg.	2,802,704	1/6/2004
BAILEY & FRIENDS	US	Reg.	2,798,409	12/23/2003
BEARS IN THE ATTIC	US	Reg.	2,534,832	1/29/2002
THE BEARSTONE COLLECTION	US	Reg.	1,938,532	11/28/1995
THE BEARSTONE COLLECTION	US	Reg.	2,772,184	10/7/2003
BEARWARE POTTERYWORKS	US	Reg.	2,557,120	4/2/2002
BOYDS BEARLY-BUILT VILLAGE	US	Reg.	2,541,234	2/19/2002
BOYDS BEARS	US	Reg.	2,002,253	9/24/1996
BOYDS BEARS & FRIENDS	US	Reg.	2,053,264	4/15/1997
BOYDS BEARS & FRIENDS	US	Reg.	2,284,304	10/12/1999
BOYDS BEARS & FRIENDS	US	Reg.	2,126,056	12/30/1997
THE BOYDS COLLECTION LTD	US	Reg.	1,968,106	4/16/1996
BOYDS TOWN	US	Reg.	2,476,563	8/7/2001
BOYDSBIZ.COM	US	Reg.	2,781,457	11/11/2003
BOYDSSTUFF.COM	US	Reg.	2,628,928	10/1/2002

Mark	Country	Status	Registration no./ Serial no.	Registration Filing Date
CHARMING ANGELS	US	Reg.	2,654,987	11/26/2002
DIGBY IN DISGUISE	US	Reg.	2,694,016	3/4/2003
DOLLSTONE COLLECTION	US	Reg.	2,687,028	2/11/2003
DUKE, THE BEAR DETECTIVE	US	Reg.	2,675,580	1/14/2003
THE EDGEWATER SERIES	US	Reg.	2,748,115	8/5/2003
THE FOLKSTONE COLLECTION	US	Reg.	1,940,937	12/12/1995
FRIDGE WEAR	US	Reg.	2,565,826	4/30/2002
H.C. ACCENT	US	Reg.	2,784,686	11/18/2003
IMAGINEBERY	US	Reg.	2,625,834	9/24/2002
KRINGLE'S VILLAGE	US	Reg.	2,548,401	3/12/2002
LIL WINGS	US	Reg.	2,730,159	6/24/2003
THE MOOSE TROOP	US	Reg.	2,551,042	3/19/2002
MY HOME	US	Reg.	2,660,673	12/10/2002
PAWPRINT DESIGN	US	Reg.	2,035,667	2/4/1997
PAWPRINT DESIGN	US	Reg.	2,032,320	1/21/1997
PAWPRINT DESIGN	US	Reg.	2,100,906	9/24/1997
PAWPRINT EMBLEM DESIGN	US	Reg.	2,052,434	4/15/1997
PAWPRINT EMBLEM DESIGN	US	Reg.	2,054,756	4/22/1997

Mark	Country	Status	Registration no./ Serial no.	Registration Filing Date
THE SHOE BOX BEARS	US	Reg.	2,571,426	5/21/2002
SNOW DOODES	US	Reg.	2,684,244	2/4/2003
SUITCASE BEAR ADVENTURE	US	Reg.	2,667,195	12/24/2002
T.J.'S BEST DRESSED	US	Reg.	2,557,057	4/2/2002
UNCLE BEAN'S TREASURE BOXES	US	Reg.	2,663,927	12/17/2002
THE WEE FOLKSTONES	US	Reg.	1,940,937	12/12/1995
WOBBLEES	US	Reg.	2,788,932	12/2/2003
YESTERDAY'S CHILD	US	Reg.	2,548,306	3/12/2002
BOYDS BEARS BEARWEAR	US	App.	78/299,669	9/12/2003
PAWPRINT EMBLEM DESIGN	US	App.	78/529,333	12/8/2004
PAWPRINT EMBLEM DESIGN	US	App.	76/255,574	5/11/2001
DIGBY'S SUPER DUPER BEAR FACTORY	US	App.	76/543,334	9/8/2003
WINSTON'S WORLD	US	App.	76/538,440	8/19/2003
BOYDS BEARS & FRIENDS	US	App.	76/554,411	10/27/2003
BOYDS	US	App.	76/511,244	5/2/2003
PAWPRINT DESIGN	US	App.	76/255,720	5/11/2001

<b>Mark</b>	<b>Country</b>	<b>Status</b>	<b>Registration no./ Serial no.</b>	<b>Registration Filing Date</b>
BEARS AND HARES... YOU CAN TRUST	US	App.	76/240,654	4/13/2001
UNCLE BEAN'S HUGGLE-FLUFFS	US	App.	76/240,252	4/13/2001



SIDLEY AUSTIN BROWN & WOOD LLP

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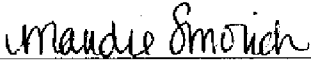
WRITER'S DIRECT NUMBER  
(213) 896-6147

WRITER'S E-MAIL ADDRESS  
msmolich@sidley.com

June 28, 2005

*By Facsimile (703) 306-5995*

Patent & Trademark Assignment System  
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Mandie Smolich

Re: Trademark Security Agreement by The Boyds Collection, Ltd.

Ladies and Gentlemen:

Attached for recordation with your office is the Trademark Security Agreement by The Boyds Collection, Ltd. in favor of Bank of America, N.A. along with the requisite Recordation Form Cover Sheet.

Please charge the required filing fees to Sidley Austin Brown & Wood LLP Deposit Account No. 501597.

If you have any questions, I may be reached by telephone at 213-896-6147.

With kind regards,

  
Mandie Smolich  
Legal Assistant

Attachment

cc w/Attachment: Samantha Good

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**From:** Name: Mandie Smolich, Legal Assistant  
Voice: 213-896-6147  
  
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Company:  
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Subject: Trademark Security Agreement for recordation

**Date:** 06/28/2005      **Time:** 02:42:34 PM      **No. Pages (Including Cover):** 18

**Message:**

\* \* \* \* \*

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