

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Marvel Group, Inc.		11/28/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MB Financial Bank, N.A.
Street Address:	800 West Madison
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60607
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3133735	MARVELZAPF
Registration Number:	3110004	ALLEGRA
Registration Number:	2100284	OFFICE FURNITURE FOR THE INFORMATION AGE
Registration Number:	2049890	ENDEAVOR
Registration Number:	2048175	SYMMETRY
Registration Number:	1877655	ENSEMBLE
Registration Number:	1577786	QUORUM
Registration Number:	1619485	MARVEL
Registration Number:	1544481	MARVEL
Serial Number:	77159931	100% AMERICAN. 100% UNION. 100% MARVEL.
Serial Number:	77133062	SECURE SOLUTIONS
Serial Number:	77099870	PRONTO

CORRESPONDENCE DATA

OP \$315.00 3133735

Fax Number: (312)939-5617
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312)456-3413
Email: cas@defrees.com
Correspondent Name: Charles A. Semmelhack
Address Line 1: 200 South Michigan Avenue, #1100
Address Line 4: Chicago, ILLINOIS 60604

ATTORNEY DOCKET NUMBER:	10880-0702
NAME OF SUBMITTER:	Charles A. Semmelhack
Signature:	/Charles A. Semmelhack/
Date:	11/29/2007

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 28, 2007, (as the same may be amended, modified, supplemented or restated from time to time, this "Agreement"), by and between The Marvel Group, Inc., a Delaware corporation ("Grantor"), and MB Financial Bank, N.A., a national banking association ("Lender").

WITNESSETH:

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to that certain Loan and Security Agreement dated November 28, 2007 (such Loan Agreement, as it may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, being hereinafter referred to as the "Loan Agreement"), by and between Grantor and Lender, Lender has agreed to make certain loans and other extensions of credit to or for the account of Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Lender for the benefit of Lender a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Loan Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Borrower's Liabilities" (as defined in the Loan Agreement);

WHEREAS, Lender has required, as a condition, among others, to the making of any loans or other extensions of credit under the Loan Agreement, that Grantor execute and deliver this Agreement in favor of Lender;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (i) 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;

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other Person, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule 1 attached hereto and made a part hereof, 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; and

(c) all proceeds of all of the foregoing;

Further, this security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral 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.

*- Remainder of Page Intentionally Left Blank -
Signature Page Follows*

Trademark Security Agreement Signature Page

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE MARVEL GROUP, INC.,
a Delaware corporation

By: Christopher I. Boone
Name: Christopher I. Boone
Title: Vice President & CFO

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
DATED AS OF NOVEMBER 28, 2007**

THE MARVEL GROUP, INC. TRADEMARKS AND SERVICE MARKS

UNITED STATES TRADEMARKS

REF.	MARK	REG NUMBER	REG DATE
1.	MARVELZAPF	3133735	August 22, 2006
2.	ALLEGRA	3110004	June 27, 2006
3.	OFFICE FURNITURE FOR THE INFORMATION AGE	2100284	September 23, 1997
4.	ENDEAVOR	2049890	April 1, 1997
5.	SYMMETRY	2048175	March 25, 1997
6.	ENSEMBLE	1877655	February 7, 1995
7.	QUORUM	1577786	January 16, 1990
8.	MARVEL (Stylized)	1619485	October 30, 1990
9.	MARVEL	1544481	June 20, 1989

THE MARVEL GROUP, INC. UNITED STATES TRADEMARK AND SERVICE MARK APPLICATIONS

REF	MARK	SERIAL NUMBER	FILING DATE
1.	100% AMERICAN. 100% UNION. 100% MARVEL.	77159931	April 18, 2007
2.	SECURE SOLUTIONS	77133062	March 16, 2007
3.	PRONTO	77099870	February 6, 2007

THE MARVEL GROUP, INC. INTERNATIONAL TRADEMARKS

REF	COUNTRY	MARK	REG NUMBER	REG DATE
1.	Mexico	PRONTO	873739	August 6, 2007
2.	Mexico	PRONTO	873742	August 6, 2007
3.	Canada*	PRONTO	1334605	August 22, 2007

* A proposed opposition was filed on October 23, 2007 by Superex Canada Ltd. in the Canadian Intellectual Property Office.