

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
Mega Brands, Inc.		07/28/2008	Foreign Company:
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	100 King Street West		
Internal Address:	First Canadian Place, 19th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X 1A3		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2102250	MEGA	
Registration Number:	1464722	MEGA BLOKS	
Registration Number:	1468445	MEGA BLOKS	
Registration Number:	2142361	MEGA BLOKS	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	681471		

CH \$115.00 2102250

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	08/11/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 28, 2008 (this "Agreement"), is made by MEGA BRANDS INC., (formerly known as MEGA BLOKS INC.), a corporation incorporated under the laws of Canada (the "Grantor"), in favor of BANK OF MONTREAL, as agent (together with its successor(s) thereto in such capacity, the "Agent") for each of the Lenders.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of July 25, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the other Borrowers, the Lenders, and the Agent, the Lenders have agreed to make the Facilities available to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a General Security Agreement, dated as of July 25, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to the Security Agreement, the Grantor is required to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Administrative Agent changed under the Credit Agreement and the Security Agreement from The Bank of Nova Scotia to Bank of Montreal, and the parties hereto wish file the Agreement to reflect such change;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby acknowledges that it has heretofore collaterally assigned, pledged and transfers to the Agent, for its benefit and the ratable benefit of each other Lender, and previously granted to the Agent, for its benefit and the ratable benefit of each other Lender, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral");

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business

identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto.


SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of changing the name of the Administrative Agent previously registered for the security interest of the Agent in the Trademark Collateral listed on Schedule I with the United States Patent and Trademark Office. The security interest granted hereby is not a new grant, but instead a reaffirmation of the Grantor's previous grant. The Security Agreement (and all rights and remedies of the Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article 18 thereof.

SECTION 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

MEGA BLOKS INC.

By: 
Name: Alain Tanguay
Title: Executive Vice President and Chief Financial Officer

BANK OF MONTREAL
as Agent

By: 
Name: RICHARD BELZIL
Title: Vice President

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.A.	MEGA	2,102,250	Sep 30 1997
U.S.A.	MEGA BLOKS	1,464,722	Nov 10 1987
U.S.A.	MEGA BLOKS Logo	1,468,445	Dec 08 1987
U.S.A.	New MEGA BLOKS Logo	2,142,361	Mar 10 1998
<u>Published Trademarks: None</u>			
<u>Pending Trademark Applications: None</u>			
<u>Trademark Applications in Preparation: None</u>			

Item B. Trademark Licenses: None