



**Additional Conveying Parties:**

**MEGA Brands, Inc. (Canadian Corporation)**

**Rose Moon, Inc. (Tennessee Corporation)**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

4541162 CANADA INC.

Trademark Registrations/Applications

Country	Trademarks	Serial No.	Filing date	Reg. No	Reg. date	Status
US	ALIEN AGENCY	78/164,759	09/17/2002	2,818,454	02/24/2004	Registered
US	AUBRETTA	77/022,908	10/17/2006	3,385,965	02/19/2008	Registered
US	BLOCK BUDDIES	78/195,103	12/17/2002	2,856,912	06/22/2004	Registered
US	BLOK BOTS (Stylized)	76/564,926	12/12/2003	2,908,091	12/07/2004	Registered
US	CARBON SERIES	77/727,072	05/04/2009	--	--	Pending
US	CREATIVITY TO THE RESCUE	78/872,261	04/28/2006	3,610,451	04/21/2009	Registered
US	DISCOVERY PARK	78/301,094	09/16/2003	3,093,861	05/16/2006	Registered
US	DRAGONS	76/357,115	01/10/2002	3,298,417	09/25/2007	Registered
US	DRAGONS UNIVERSE	77/818,691	09/02/2009	--	--	Pending
US	DRAGONS UNIVERSE logo	77/943,952	02/24/2010	--	--	Pending
US	ELEMENTALS	78/268,563	06/30/2003	2,931,890	03/08/2005	Registered

Country	Trademarks	Serial No.	Filing date	Reg. No	Reg. date	Status
US	FAST TRACKS	78/374,278	02/26/2204	3,127,623	08/08/2006	Registered
US	GYRORACERS	78/193,223	12/11/2002	2,839,258	05/04/2003	Registered
US	HANGAR 18	78/190,696	12/03/2002	2,826,582	03/23/2004	Registered
US	ICOASTER	78/773,371	12/14/2005	3,331,786	11/06/2007	Registered
US	JUST BUILD	78/195,165	12/17/2002	2,870,547	08/03/2004	Registered
US	LEANDRA	77/022,922	10/17/2006	3,382,476	02/12/2008	Registered
US	LINXTERS	78/671,106	07/15/2005	3,277,023	08/07/2007	Registered
US	MACTASTIK	78/655,192	06/21/2005	3,199,744	01/16/2007	Registered
US	MAG-WARRIORS	78/635,003	05/23/2005	3,392,927	03/04/2008	Registered
US	MEGA	75/090,001	04/10/1996	2,102,250	09/30/2007	Registered
US	MEGA BLOKS	73/584,349	02/24/1986	1,464,722	11/10/1987	Registered
US	MEGA BLOKS & design	75/228,809	01/21/1997	2,142,361	03/10/1998	Registered
US	MEGA BLOKS & design (old)	73/537,262	05/13/1985	1,468,445	12/08/1987	Registered
US	MEGA BRANDS	78/795,855	01/20/2006	--	--	Pending
US	MEGA logo	78/978,069	05/19/2005	--	--	Pending
US	MEGA logo	78/978,058	05/19/2005	--	--	Pending

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Country	Trademarks	Serial No.	Filing date	Reg. No	Reg. date	Status
US	MEGA PLAY	78/195,105	12/17/2002	2,872,723	08/10/2004	Registered
US	MEGA PLAY! Logo	76/491,997	02/24/2003	2,839,111	05/04/2004	Registered
US	MEGA PUZZLES logo	77/726,107	04/30/2009	3,733,721	01/05/2010	Registered
US	METAL AGES	78/549,288	01/18/2005	3,211,852	02/20/2007	Registered
US	MYSTIC BABIES	78/915,266	06/23/2006	3,374,300	01/22/2008	Registered
US	NEO SHIFTERS	77/045,625	11/16/2006	3,382,516	02/12/2008	Registered
US	PIRATE QUEST & design	77/708,707	04/07/2009	--	--	Pending
US	POCKET BLOCKS	78/258,086	06/04/2003	3,024,381	12/06/2005	Registered
US	PROBUILDER	74/653,421	03/29/1995	1,990,951	08/06/1996	Registered
US	RTVIK	74/039,548	03/19/1990	1,636,999	03/05/1991	Registered
US	SECURE THE FUTURE	78/210,745	02/04/2003	2,841,820	05/11/2004	Registered
US	SITARA	77/022,902	10/17/2006	3,445,754	06/10/2008	Registered
US	STREETZ	77/561,517	09/03/2008	3,674,270	08/25/2009	Registered
US	STRUXX	77/311,845	10/24/2007	3,573,636	02/10/2009	Registered
US	SUPER TECH HEROES	78/601,093	04/04/2005	3,103,555	06/13/2006	Registered
US	TINY 'N' TUFF	76/357,113	01/10/2002	2,762,588	09/09/2003	Registered

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Country	Trademarks	Serial No.	Filing date	Reg. No	Reg. date	Status
US	TINY 'N' TUFF	76/357,113	01/10/2002	2,762,588	09/09/2003	Registered
US	TINY 'N' TUFF BUILDABLES	77/212,856	06/22/2007	3,595,612	03/24/2009	Registered
US	WONDER COASTER	78/778,187	12/21/2005	3,341,525	11/20/2007	Registered
US	WONDERBUILDERS	77/050,885	11/27/2006	3,524,702	10/28/2008	Registered

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None

**ROSE MOON, INC**

**Trademark Registrations/Applications**

Country	Trademarks	Serial No.	Filing date	Reg. No.	Reg. date	Status
US	CROWN CEDAR	76/384,230	03/19/2002	2,782,849	11/11/2003	Registered
US	MOONBEAMS	74/570,725	09/07/1994	1,911,393	08/15/1995	Registered
US	STETRO	73/581,798	02/07/1986	1,408,470	09/09/1986	Registered
US	TRY-REX	75/283,370	04/29/1997	2,165,665	06/16/1986	Registered

**Trade Names**

None

**Common Law Trademarks**

None

**Trademarks Not Currently In Use**

None

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of March, 2010, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually a "Grantor"), and WACHOVIA CAPITAL FINANCE CORPORATION (NEW ENGLAND), in its capacity as administrative agent and collateral agent (in such capacity and together with its successors and assigns, "Agent") acting for and on behalf of the Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated of even date herewith (as the same now exists or may hereafter be amended, restated, supplemented, modified, extended, renewed or replaced, from time to time, the "Loan Agreement"), among MEGA Brands Inc., a Canadian corporation ("Canadian Borrower"), Mega Brands America, Inc., a New Jersey corporation ("Mega US") and Rose Moon, Inc., a Tennessee corporation ("Rose Moon", and together with Mega US, each individually, a "US Borrower", and collectively, "US Borrowers", and together with Canadian Borrower, each a "Borrower" and collectively, "Borrowers"), Mega Bloks Financial Services Inc./Services Financiers Mega Bloks Inc., a Canadian corporation ("Mega Bloks Services"), 4541162 Canada Inc., a Canadian corporation ("IPCO" and together with Mega Bloks Services, each individually, a "Canadian Guarantor", and collectively, "Canadian Guarantors"), MB US Inc., a Delaware corporation ("MB US"), MB2 LP, a Delaware limited partnership ("MB2 LP"), MB Finance LLC, a Delaware limited liability company ("MB Finance" and together with MB US and MB2, each individually, a "US Guarantor", and collectively, "US Guarantors"), MEGA Brands International, a Luxembourg company ("Mega Luxembourg"), MEGA Brands Australia Pty Ltd, an Australia limited liability company ("Mega Australia"), Mega Bloks Latinoamerica S.A. de C.V., a company organized under the laws of Mexico ("Mega Mexico"), MEGA Brands Europe NV, a company organized under the laws of Belgium ("Mega Belgium", and together with Mega Luxembourg, Mega Australia and Mega Mexico, each individually, a "Foreign Guarantor" and collectively, "Foreign Guarantors", and together with Canadian Guarantors and US Guarantors, each individually, a "Guarantor", and collectively, "Guarantors"), the lenders party thereto as "Lenders" ("Lenders"), Agent and Lenders have agreed to make loans and provide other financial accommodations to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and Lenders are willing to make the loans and provide the financial accommodations to Borrowers as provided for in the Loan Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Secured Parties, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as the same now exists or may hereafter be amended, restated, supplemented, modified, extended, renewed or replaced the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

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

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Loan Agreement.
2. Grant Of Security Interest In Trademark Collateral. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and

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interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

2.1 all of such Grantor's Trademarks to which it is a party including those referred to on Schedule I hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

2.3 any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

2.4 all payments and royalties and rights to payments and royalties arising out of the sale, lease, license, assignment or other disposition thereof.

3. Security For Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Authorization To Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. Construction. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or

any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Loan Agreement) of all Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. Controlling Law. The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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.

4541162 CANADA INC.

By:   
Name:  
Title:

MEGA BRANDS INC.

By:   
Name:  
Title:

ROSE MOON, INC.

By:   
Name:  
Title:

ACCEPTED AND ACKNOWLEDGED BY:

WACHOVIA CAPITAL FINANCE CORPORATION  
(NEW ENGLAND), as Agent

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each 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.

4541162 CANADA INC.

By: \_\_\_\_\_  
Name:  
Title:

MEGA BRANDS INC.

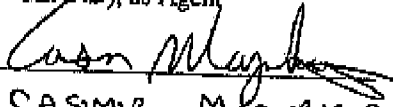
By: \_\_\_\_\_  
Name:  
Title:

ROSE MOON, INC.

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND ACKNOWLEDGED BY:

WACHOVIA CAPITAL FINANCE CORPORATION  
(NEW ENGLAND), as Agent

By:   
Name: CASIMIR MAZURKIEWICZ  
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]