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To the Honorable Commissioner of Patents &

100714649

original documents or copy thereof.

1. Name of conveying party(ies):

The Topps Company, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: May 11, 1998

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank, as Agent

Internal Address:

Street Address: 200 Jericho Quadrangle

City: Jericho State: NY ZIP: 11753

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York Banking Corporation
- Other

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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Schedule I to Trademark Security Agreement attached hereto.

B. Trademark Registration No.(s)

See Schedule I to Trademark Security Agreement attached hereto.

Additional numbers attached?  Yes  No

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

Name: Zalkin, Rodin & Goodman LLP

Internal Address:

Attn: Kristin C. Wigness, Esq.

Street Address: 750 Third Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 113

7. Total fee (37 CFR 3.41).....\$ 2,840.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and an attached copy is a true copy of the original document.

Kristin C. Wigness, Esq.

Name of Person Signing

*Handwritten Signature: Kristin C. Wigness*

Signature

May 13, 1998

Date

Total number of pages including cover sheet, attachments, and documents: 23

*Vertical stamp:* 7544 000075 11011 23

TMARK-2

COUNTRY	TRADEMARK	CLASS	REG./APPL. NUMBER	REG./APPL. DATE
U.S.A.	ACTION FLATS	28	75/444320 - Appl.	3/4/98
U.S.A.	BABY BOTTLE POP	30	75/361216 - Appl.	9/22/97
U.S.A.	BATHROOM BUDDIES		2086470	8/5/97
U.S.A.	BAZOOKA	39	1896290	5/30/95
U.S.A.	BAZOOKA	46	727088	1/30/82
U.S.A.	BAZOOKA	46	847416	4/9/68
U.S.A.	BAZOOKA	46	932958	4/25/72
U.S.A.	BAZOOKA BLASTS	30	75/166149 - Appl.	9/16/96
U.S.A.	BAZOOKA BURSTS	30	1863290	11/15/94
U.S.A.	BAZOOKA JOE		1587,024	3/13/90
U.S.A.	BAZOOKA JOE	38	673216	1/27/79
U.S.A.	BAZOOKA JOE & HIS GANG	38	722249	10/3/81
U.S.A.	BAZOOKA POPS	30	75/330,922	7/25/97
U.S.A.	BAZOOKA TWISTERS	30	75/307,312	6/12/97
U.S.A.	BIG BUDDY	46	858330	10/8/68
U.S.A.	BIG MOUTH	46	849118	5/14/68
U.S.A.	BIG TOOTH	46	895617	7/28/70
U.S.A.	BODACIOUS OOZE	30	2120552	12/9/97
U.S.A.	BOWMAN		1586,294	3/6/90
U.S.A.	BOWMAN	16	2140078	3/3/98
U.S.A.	BOWMAN CHROME	16	75/399,120 - Appl.	12/3/97
U.S.A.	BUBBLE GUM SHAKE	46	830258	6/13/67
U.S.A.	CANDY CRAFTS	30	75/306,604 - Appl.	6/2/97
U.S.A.	CANDY ZONE	30	75/294,115 - Appl.	May-97
U.S.A.	CENTURIONS	16	75/120325 - Appl.	Jun-96
U.S.A.	COLLECT-EMS	28	75/223990 - Appl.	Jan-97
U.S.A.	CRYSTAL POP	30	75/306,088 - Appl.	6/9/97
U.S.A.	CUTIE KINGDOM		Application filed	
U.S.A.	D III	16	2039464	2/18/97
U.S.A.	DIMENSION III	16	2037847	2/11/97
U.S.A.	FANTASPORTS	16	1866968	12/13/94
U.S.A.	FLEXIPOP	30	75/294,116 - Appl.	May-97
U.S.A.	FREQUENT FLYERS	16	2061725	5/13/97
U.S.A.	FRUIT FORCE	CNFY.	75/317,356 - Appl.	6/30/97
U.S.A.	FRUIT RAGEOUS	CNFY.	75/317,357 - Appl.	6/30/97
U.S.A.	FRUIT SMASH	30	75/205828 - Appl.	11/27/96
U.S.A.	FULL SHOT	38	1820605	
U.S.A.	FUNGE		Application	
U.S.A.	GAME SECRETS		74/733862 - Appl.	9/25/95
U.S.A.	GARBAGE CAN-DY	46	1017529	8/5/75
U.S.A.	GARBAGE PAIL KIDS		1359512	9/10/85
U.S.A.	GOLD RUSH	46	740731	11/13/62
U.S.A.	JUICE BAR	46	1,799,548	
U.S.A.	JUICY JEWELS	46	1069910	7/19/77
U.S.A.	MARS ATTACKS	16	1859156	10/18/94

U.S.A.	MARS ATTACKS	28	75/114914 - Appl.	Jun-96
U.S.A.	MASTERVISIONS	16	2105791	10/14/97
U.S.A.	MEMORABILIA MADNESS	16	Application	
U.S.A.	MICRO		1680,373	3/24/92
U.S.A.	NEVER COMPROMISE	16	75/294,126 - Appl.	May-97
U.S.A.	OPENING DAY		74/663714 - Appl.	4/20/95
U.S.A.	ORANGE JUICE	46	1238654	5/17/83
U.S.A.	PLAY BALL	16	75/390053 - Appl.	11/14/97
U.S.A.	POCKET PLAYBACK	16	Application	
U.S.A.	POCKET REPLAY	16	Application	
U.S.A.	POPAZOIDS	30	Application	
U.S.A.	PRECIOUS KITTIES	28	75/440,581 - Appl.	Feb-98
U.S.A.	PRECIOUS PIGGIES	28	75/440,459 - Appl.	Feb-98
U.S.A.	PRECIOUS PUPPIES	28	75/223991 - Appl.	1/10/97
U.S.A.	PRIVATE RESERVE	16	75/433301	2/12/98
U.S.A.	PUSH POPS		1390109	4/15/86
U.S.A.	QUADRACARD	38	1786139	8/3/93
U.S.A.	REFRACTOR	16	75/404035 - Appl.	12/11/97
U.S.A.	RING POP	46	1040693	6/1/76
U.S.A.	RING POP		1846873	7/26/94
U.S.A.	ROLLER POP	30	1947503	1/9/96
U.S.A.	SCREEN PLAYS	16	75/281,956 - Appl.	Apr-97
U.S.A.	SCROOZE		75/298,702 - Appl.	5/27/97
U.S.A.	SLAMMERS		SN 379446	
U.S.A.	SMOOOOTH N' JUICY	30	1097631	7/25/78
U.S.A.	SOUND CHIPS	16	75/433303	2/12/98
U.S.A.	SPACE PUPS	28	75/060,242 - Appl.	2/20/96
U.S.A.	SPIDER BITES	30	1726,714	10/20/92
U.S.A.	SPORTS WARRIORS	16,25,28	75/433300 - Appl.	2/12/98
U.S.A.	STADIUM CLUB CHROME	16	Application	
U.S.A.	STAND-UPS		1716,210	9/15/92
U.S.A.	STAR GLOBE	16	75/433302 - Appl.	2/12/98
U.S.A.	SUPERBAZOOKA	46	1159358	6/30/81
U.S.A.	THE PEOPLE'S PRINCESS	6, 28, 3	75/358183 - Appl.	9/16/97
U.S.A.	THUMB FUN		1409717	9/16/86
U.S.A.	TIP-OFF	16	Application	
U.S.A.	TOP STARS		75/289 555 - Appl.	5/9/97
U.S.A.	TOPPS	46	506803	2/22/49
U.S.A.	TOPPS	46	829203	5/23/87
U.S.A.	TOPPS	38	835,967	9/26/87
U.S.A.	TOPPS	16	1650761	7/16/91
U.S.A.	TOPPS (CARDS/COMICS,ETC)	38	1809166	12/7/93
U.S.A.	TOPPS ARCHIVES	38	1766711	4/20/93
U.S.A.	TOPPS BABY WILD ANIMALS		75/086,633 - Appl.	4/10/96
U.S.A.	TOPPS CERTIFIED ISSUE	16 & 28	75/300,460 - Appl.	May-97
U.S.A.	TOPPS CHROME	16	75/440582 - Appl.	Feb-98

U.S.A.	TOPPS COMICS	38	1787488	8/10/93
U.S.A.	TOPPS FINEST	16	835697	3/28/95
U.S.A.	TOPPS GALLERY	16	75/0060243 - Appl.	2/20/96
U.S.A.	TOPPS KIDS	38	1786708	8/10/93
U.S.A.	TOPPS LASER	16	75/166142	9/16/96
U.S.A.	TOPPS MINT	16	75/205283 - Appl.	11/27/96
U.S.A.	TOPPS PREMIER	16	Application	
U.S.A.	TOPPS STADIUM CLUB	38	1798414	10/12/93
U.S.A.	TOPPS STARS		75/289555 - Appl.	5/9/97
U.S.A.	TOPPS STARS 'N STEEL	16	75/390783 - Appl.	11/17/97
U.S.A.	TOPPS SUPER CHROME	16	APPLICATION	
U.S.A.	TOPPS SPORTS	30	1911628	8/15/95
U.S.A.	TOXIC HIGH SCHOOL	38	1724,638	10/13/90
U.S.A.	TRASH CAN TROLLS	38	1779662	6/29/93
U.S.A.	TREASURE POPS	30	75/317358 - Appl.	6/30/97
U.S.A.	TRIPLE BLAST	30	1886678	3/28/95
U.S.A.	TRIPLE HEADERS		1712705	9/1/92
U.S.A.	TROLL FAMILY			
U.S.A.	TWINKLE POP	30	75/317359 - Appl.	6/30/97
U.S.A.	WACKY PACKAGES	16	1276119	5/10/84
U.S.A.	WACKY PACKAGES	40	1021100	9/23/75
U.S.A.	WIDEVISION	16	2003543	9/24/96

## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT** (the "Agreement"), dated as of May 11, 1998, made by THE TOPPS COMPANY, INC., a Delaware corporation (the "Grantor") to THE CHASE MANHATTAN BANK, with an office at 1 Pierrepont Plaza, Brooklyn, New York 11201, as agent (the "Agent") for the benefit of the Lenders (as defined in the Credit Agreement referred to below).

**WHEREAS**, contemporaneously with the execution and delivery of this Agreement, the Agent, the Lenders and the Grantor are entering into a Credit Agreement dated as of the date hereof (as amended, modified or supplemented from time to time, the "Credit Agreement"); and

**WHEREAS**, unless otherwise defined herein, terms defined in the Credit Agreement are used herein as therein defined; and

**WHEREAS**, it is a condition precedent to the making of Loans that the Grantor shall have executed and delivered this Agreement;

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Agent agree as follows:

SECTION 1. Grant of Security. The Grantor hereby assigns and pledges to the Agent for its benefit and for the ratable benefit of the Lenders, and hereby grants to the Agent for its benefit and for the ratable benefit of the Lenders, a lien on and first priority security interest in (except to the extent such assignment, pledge or grant would violate the terms of any license agreement with any other person in connection with any of the Trademarks, as defined below, whether the Grantor is a licensee or licensor under any such license agreement), the entire right, title and interest of the Grantor in and to the following, whether now owned or hereafter acquired (the "Trademark Collateral"):

- (a) All owned domestic trademarks, service marks, trade names and trade dress and all trademark and service mark registrations and applications for trademark or service mark registration in the United States (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed) and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), (iii) the right to sue or otherwise recover for all past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout

the world (but only such rights as now exist or may come to exist under applicable local law), together, in each case, with the goodwill of the business connected with the use of, and symbolized by each such trademark, service mark, trade name and trade dress (all of the foregoing and other rights being, collectively, the "Trademarks");

(b) All license agreements with any other Person in connection with any of the Trademarks when the Grantor is a licensor under any such license agreement (subject, in each case, to the terms of such license agreements), and the right to prepare for sale, sell and advertise for sale, all inventory (as defined in the Uniform Commercial Code in effect in the State of New York (the "NYUCC")), to the extent now or hereafter owned by the Grantor and now or hereafter covered by such licenses (the "Licenses")

SECTION 2. Security for Obligations. The assignment and pledge of and grant of a security interest in the Trademark Collateral by the Grantor pursuant to this Agreement (collectively, the "Security Interests") secures the payment of all Obligations of the Grantor now or hereafter existing (and any other documents in respect of such Obligations), whether for principal, interest, fees, expenses or otherwise (all such Obligations being the "Secured Obligations").

The Security Interests granted by this Agreement are granted in conjunction with the security interests granted to the Agent in other assets of the Grantor, as set forth in the Credit Agreement and the other Loan Documents.

SECTION 3. Representations and Warranties. The Grantor represents and warrants on the date hereof as follows:

(a) The Grantor is the sole, legal and beneficial owner of the entire right, title and interest in and to the federal registrations and applications for registration of the Trademarks listed on Schedule I hereto and the Licenses free and clear of any lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the Security Interests created or permitted by this Agreement or the Credit Agreement, and except for any such encumbrances which do not have a material adverse impact on the economic value of any of the federal registrations and applications for registration of the Trademarks listed on Schedule I hereto, and except as permitted by Section 5 of this Agreement. No effective financing statement or other instrument similar in effect covering all or any part of the federal registrations and applications for registration of the Trademarks listed on Schedule I hereto or the Licenses purported to be granted by the Grantor hereunder is on file in any recording office, including, without limitation, the United States Patent and Trademark Office, except such as may have been filed in favor of the Agent relating to this Agreement.

(b) Set forth on Schedule I is a complete and accurate list of all of the United States federal registrations and applications for federal registration of the Trademarks owned by the Grantor.

(c) Each federal trademark and service mark registration and application for registration of the Grantor identified on Schedule I is subsisting and, to the best of the Grantor's knowledge, has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to the best of the Grantor's knowledge, valid, registrable and enforceable. Each License of the Grantor, to the best of the Grantor's knowledge, is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is, to the best of the Grantor's knowledge, valid and enforceable. The Grantor has notified the Agent in writing of all prior uses of any federal registrations and applications for registration of the Trademarks listed on Schedule I hereto of which the Grantor is aware, which would lead, in the reasonable judgment of the Grantor, to such Trademarks becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item.

(d) The Grantor has not, except as permitted under the Credit Agreement, granted any license, release, covenant not to sue, or non-assertion assurance to any third person with respect to any part of the federal registrations and applications for registration of the Trademarks listed on Schedule I hereto which would materially interfere with its business as currently carried on under any such registrations or applications for registrations.

(e) The Grantor has used reasonable and proper statutory notice in connection with its use of each registered trademark and service mark listed on Schedule I, except inadvertent omissions thereof.

(f) Except for (i) the appropriate filings with the United States Patent and Trademark Office, and (ii) the appropriate filings under Article 9 of the Uniform Commercial Code, no consent of any other Person (other than licensors of any License to which the Grantor is a licensee), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental, administrative or judicial authority or regulatory body is required in the United States either (x) for the granting by the Grantor of the Security Interests granted hereby or for the execution, delivery or performance of this Agreement by the Grantor, or (y) for the perfection of or the exercise by the Agent of its rights and remedies hereunder, except where the failure to obtain, take, give or make such authorizations, consents, approvals, actions, notices or filings would not, and would not be reasonably likely to, have a material adverse effect on the financial condition, operations, business, properties or assets of the Grantor.

(g) The consummation of actions contemplated under or in connection with the Loan Documents to be performed by the Grantor, will not impair the legal right of the Grantor to use any of the federal registrations and applications for registration of the Trademarks listed on Schedule I hereto.

(h) The Grantor has no knowledge of the existence of any trademark, service mark, trade name or trade dress, or license agreement held or claimed by any other Person

that, if upheld, would preclude the Grantor from distributing, marketing, selling or providing any product (except as set forth on Schedule II hereto) or service currently distributed, marketed, sold or provided by it, as the case may be, under or in connection with any of the federal registrations and applications for registration of the Trademarks listed on Schedule I hereto (except, in each case, to the extent that the Grantor has granted an exclusive license to another person), or that would materially interfere with the ability of the Grantor to carry on its business as currently carried on, and, the Grantor has no knowledge of any claim that is likely to be made that if upheld would preclude or materially interfere with its business as currently carried on under any of the federal registrations and applications for registration of the Trademarks listed on Schedule I hereto.

(i) No material claim in any court or in the United States Patent and Trademark Office has been made (and, as to any trademark, service mark, trade name, or trade dress with respect to which the Grantor is a licensee, to the best knowledge of the Grantor, no material claim has been made against the third party licensor), and the Grantor has no knowledge of any material claim that has been made or (except as set forth on Schedule II hereto) is likely to be made, that the use by the Grantor of any Trademark Collateral does or may violate the rights of any Person.

(j) The Grantor, to the best of its knowledge, has used commercially reasonable standards of quality in manufacturing, distribution and marketing of each product sold and provision of each service provided under or in connection with any Trademark Collateral, and has taken whatever steps necessary to ensure that all licensed users of any Trademark Collateral use such commercially reasonable standards of quality.

#### SECTION 4. Further Assurances

(a) The Grantor agrees that from time to time, at the expense of the Grantor, the Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, as the Agent may reasonably request, in order to (i) continue, perfect and protect any Security Interest granted or purported to be granted hereby, or (ii) enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, the Grantor will execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Agent may reasonably request, in order to perfect and preserve the Security Interests granted or purported to be granted hereby.

(b) The Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Trademark Collateral without the signature of the Grantor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering



the Trademark Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) The Grantor will furnish to the Agent from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as the Agent may reasonably request, all in reasonable detail.

(d) The Grantor agrees that, if, before the Secured Obligations have been satisfied in full, it (i) obtains an ownership interest in any new trademark, service mark, trade name and trade dress, or trademark or service mark registration or application for trademark or service mark registration which is not now identified on Schedule I, (ii) enters into any new license agreement, subject, in each case, to the terms of the license agreements, or (iii) becomes entitled to the benefit of any trademark, service mark, trade name and trade dress (which is materially important to the business of the Grantor), trademark or service mark registration, application for trademark or service mark registration, license agreement or license agreement renewal, (x) the provisions of Section 1 of this Agreement shall automatically apply thereto, and (y) any such trademark, mark, registration, application, or license agreement, together with the goodwill of the business connected with the use of the mark or symbolized by it, shall automatically become part of the Trademark Collateral. The Grantor shall, on the fifteenth day of each month, give written notice to the Agent of each new trademark or service mark registration or application for registration which arose or was filed during the preceding month. The Grantor authorizes the Agent to modify this Agreement by amending Schedule I to include any such new trademark or service mark registration, or application for trademark or service mark registration which becomes part of the Trademark Collateral under this Section, or which, in the reasonable business judgment of the Grantor, is a material trademark or service mark registration or application for trademark or service mark registration.

(e) The Grantor agrees (i) to prosecute diligently any trademark or service mark application that is part of Schedule I, (ii) to file applications for registration of any trademark or service mark which is or becomes material to its business, (iii) to take all necessary steps in any proceeding before the United States Patent and Trademark Office or in any court, to maintain and protect each material trademark, service mark, trade name, trade dress and trademark or service mark registration, and each License agreement, and (iv) to participate in opposition, cancellation and infringement proceedings in each case, such actions under clauses (i) through (iv) above, to be taken as and to the extent Grantor, in the exercise of its reasonable commercial judgment, deems necessary or desirable. Any expenses incurred in connection with such activities shall be borne by the Grantor. If the Grantor fails to comply with any of the foregoing duties, the Agent shall have the right, but not the obligation, to effect compliance in the name of the Grantor to the extent permitted by law, at the Grantor's expense.

(f) Except as may be permitted by Section 5.04 of the Credit Agreement, the Grantor shall not (i) abandon any trademark or service mark registration or application for trademark or service mark registration, or any trademark, service mark or trade name, without the written consent of the Agent, which consent shall not be unreasonably withheld, except where such abandonment would not be reasonably likely to have a material adverse effect on the financial condition, operations, business, properties or assets of the Grantor, or (ii) take any action, or permit any action to be taken by any other Persons to the extent such Persons are subject to its control, or fail to take any action, which would materially and adversely affect the validity, perfection, priority or enforcement of the rights transferred herein to the Agent under this Agreement, and any such action or agreement if it shall be entered into or taken, shall be null and void and of no effect whatsoever. The Grantor agrees to notify the Agent immediately and in writing if the Grantor learns (i) that any material item of the Trademark Collateral may become abandoned, or (ii) of any adverse determination or any development (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material part of the Trademark Collateral.

(g) In the event that any material item of the Trademark Collateral is infringed or misappropriated by a third party, the Grantor shall (i) promptly notify the Agent and (ii) take all reasonable steps and actions to defend against and enjoin the infringement or misappropriation and take such other actions as the Grantor shall reasonably deem appropriate under the circumstances to protect and enforce such Trademark Collateral unless (A) the Grantor shall reasonably determine that such Trademark Collateral is of immaterial economic value to the Grantor or (B) such infringement or misappropriation would not be reasonably likely to have a material adverse effect on the financial condition, operations, business, properties or assets of the Grantor taken as a whole. Any expense incurred in connection with such activities shall be borne by the Grantor.

(h) The Grantor shall continue to use reasonable and proper statutory notice in connection with its use of each registered trademark or service mark.

(i) The Grantor agrees (i) to maintain the quality of any and all products or services of the Grantor used or provided in connection with the Trademark Collateral, consistent with the quality of said products and services as of the date hereof and (ii) to take all reasonable steps to ensure that all licensees of any Trademark Collateral maintain consistent standards of quality, consistent with the standards in effect on the date hereof, except in each case as may otherwise be determined by the Borrower in the exercise of its prudent business judgment to the extent that the failure to do so would not have an adverse affect on any material Trademark Collateral.

SECTION 5. Transfers and Other Liens. The Grantor shall not, except as otherwise permitted under Section 5.04 the Credit Agreement:

(a) sell, assign (by operation of law or otherwise) or otherwise dispose of any of, or grant any option with respect to, the Trademark Collateral, except that the Grantor may license the Trademark Collateral (i) in the ordinary course of the Grantor's business, provided that the Grantor, in the exercise of its reasonable commercial judgment, determines that such license is necessary or desirable in the conduct of the Grantor's business, or (ii) in connection with a sale or transfer of assets as provided in the Credit Agreement, **provided** that such license shall be on terms reasonably expected to maximize the gain to the Grantor resulting from the granting of such license,

(b) create or suffer to exist any Lien upon or with respect to any of the Trademark Collateral except for the Security Interests created by this Agreement or permitted by the Credit Agreement, or

(c) take any other action in connection with any of the Trademark Collateral that would impair the value of the interest or rights thereunder of the Grantor or that would impair the interest or rights of the Agent or the Lenders.

SECTION 6. Agent Appointed Attorney-in-Fact. The Grantor hereby irrevocably appoints the Agent the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time in the Agent's discretion upon the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument that the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral,

(b) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above, and

(c) to file any claims or take any action or institute any proceedings which the Agent may deem necessary or desirable for the collection of any payments relating to the Trademark Collateral or otherwise to enforce the rights of the Agent with respect to any of the Trademark Collateral.

SECTION 7. Agent May Perform.

(a) If the Grantor fails to perform any agreement contained herein, the Agent may itself perform, or cause performance of, such agreement, and the expenses of the Agent incurred in connection therewith shall be payable by the Grantor under Section 10(b) of this Agreement.

(b) The Agent or its designated representatives shall have the right, at any reasonable time during normal business hours and from time to time, upon reasonable notice, and without undue interruption to the business of the Grantor, to inspect the premises of the Grantor and to examine the books, records and operations of the Grantor (including, without limitation, the Grantor's quality control processes) relating to the Trademark Collateral.

SECTION 8. The Agent's Duties. The powers conferred on the Agent hereunder are solely to protect its interest in the Trademark Collateral and shall not impose any duty upon it to exercise any such powers.

SECTION 9. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Agent may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to the Agent, all the rights and remedies of a Lender in default under the NYUCC (whether or not the NYUCC applies to the affected Trademark Collateral) and also may (i) exercise any and all rights and remedies of the Grantor under or otherwise in respect of the Trademark Collateral, (ii) require the Grantor to, and the Grantor hereby agrees that it will at its expense and upon request of the Agent forthwith, assemble all or any part of the documents embodying the Trademark Collateral as directed by the Agent and make such documents available to the Agent at a place to be designated by the Agent which is reasonably convenient to both the Agent and the Grantor, (iii) occupy, for a reasonable period and without obligation to the Grantor in respect of such occupation, any premises owned or leased by the Grantor where documents embodying the Trademark Collateral or any part thereof are assembled in order to effectuate the Agent's rights and remedies hereunder or under law, and (iv) without notice except as specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral by the Grantor, the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and the Grantor shall supply to the Agent or its designee the Grantor's know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and its customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. The Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of Trademark Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All payments received by the Grantor under or in connection with any of the Trademark Collateral shall be received in trust for the benefit of the Agent, shall be segregated from other funds of the Grantor and shall be forthwith paid over to the Agent in the same form as so received (with any necessary endorsement).

(c) All payments made under or in connection with or otherwise in respect of the Trademark Collateral and all cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral may, in the discretion of the Agent, be held by the Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Agent pursuant to Section 10 of this Agreement) in whole or in part by the Agent for the ratable benefit of the Lenders against, all or any part of the Secured Obligations, in such order as the Agent shall elect. Any surplus of such cash or cash proceeds held by the Agent and remaining after payment in full of all the Secured Obligations shall be paid over to the respective Grantor or to whomsoever may be lawfully entitled to receive such surplus.

#### SECTION 10. Indemnity and Expenses.

(a) The Grantor agrees to indemnify the Agent from and against any and all claims, losses and liabilities arising out of, or in connection with or resulting from this Agreement or the transactions contemplated hereby (including, without limitation, enforcement of this Agreement), except to the extent such claims, losses or liabilities result from the Agent's gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction

(b) The Grantor will upon demand pay to the Agent the amount of any and all reasonable expenses, including, without limitation, the reasonable fees and costs of its counsel and of any experts and agents, that the Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Trademark Collateral, (iii) the exercise or enforcement of any of the rights of the Agent or the Lenders hereunder or (iv) the failure by the Grantor to perform or observe any of the provisions hereof.

SECTION 11. Security Interest Absolute. All rights of the Agent and Security Interests granted hereunder, and the Grantor's Obligations, shall, to the extent permitted by law, be absolute and unconditional irrespective of:

- (i) any lack of validity or enforceability of the Credit Agreement or any other Loan Document, or any agreement or instrument relating thereto;
- (ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to departure from, the Credit Agreement or any other Loan

Document (other than this Agreement), including, without limitation, any increase in the Secured Obligations resulting from the extension of additional credit to the Borrowers or otherwise;

- (iii) any taking and holding of Trademark Collateral or guarantees for all or any of the Secured Obligations; or any amendment, alteration, exchange, substitution, transfer, enforcement, waiver, subordination, termination or release of any Trademark Collateral or such guarantees, or any nonperfection of any Trademark Collateral, or any consent to departure from any such guaranty;
- (iv) any manner of application of Trademark Collateral, or proceeds thereof, to all or any of the Secured Obligations, or the manner of sale or other disposition of any Trademark Collateral;
- (v) any consent by any Lender or the Agent to the change, restructuring or termination of the corporate structure or existence of the Grantor and any corresponding restructure of the Secured Obligations, or any other restructure or refinancing of the Secured Obligations or any portion thereof;
- (vi) any modification, compromise, settlement or release by the Agent or any Lender, by operation of law or otherwise (except any of the foregoing with respect to this Agreement), collection or other liquidation of the Secured Obligations or the liability of the Grantor, or of the Trademark Collateral, in whole or in part, and any refusal of payment by the Agent or any Lender, in whole or in part, from any obligor, the Grantor in connection with any of the Secured Obligations, whether or not with notice to, or further assent by, or any reservation of rights against, the Grantor; or
- (vii) any other circumstance (including, but not limited to, any statute of limitations) that might otherwise constitute a defense available to, or a discharge of, the Grantor.

The granting of a Security Interest in the Trademark Collateral shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment of any of the Secured Obligations is rescinded or must be otherwise returned by the Agent or any Lender upon the insolvency, bankruptcy or reorganization of the Grantor or otherwise, all as though such payment had not been made.

SECTION 12. Waiver. The Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Secured Obligations (as that term is defined in this Agreement) and this Agreement and any requirement that the Agent or any Lender protect, secure, perfect or insure any Security Interest or any property subject thereto or exhaust any right or take any action against the Grantor or any other Person or any collateral.

SECTION 13. Amendments, Etc.

(a) Except as provided in subsection (b) to this Section 13, no amendment or waiver of any provision of this Agreement, and no consent to any departure by the Grantor herefrom, shall be in any event effective unless the same shall be in writing and signed by the Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure to exercise nor any delay in exercising, on the part of the Agent or any of the Lenders, any right, power or privilege under this Agreement shall operate as a waiver thereof; further, no single or partial exercise of any right, power or privilege under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) Any trademark security agreement supplement hereto shall be in substantially the form of Exhibit A hereto (each a "Trademark Security Agreement Supplement"), and upon the execution and delivery thereof by the Grantor the supplements attached to each Trademark Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedule I hereto, and the Agent may attach such supplements to such Schedule as supplemented pursuant hereto.

SECTION 14. Addresses for Notices. All notices and other communications to any party provided for hereunder shall be in writing (including telegraphic, telecopy, telex or cable communication) and mailed, telegraphed, teletyped, telexed, cabled or delivered, addressed to such party, in the case of the Grantor, at its address referred to in Section 9.01(a) of the Credit Agreement, in the case of the Agent, at the address of the Agent referred to in Section 9.01(b) of the Credit Agreement, or as to any party at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section. All such notices and other communications shall be effective (a) when received, if mailed or delivered, or (b) when delivered to the telegraph company, transmitted by telecopier, confirmed by telex answerback or delivered to the cable company, respectively, addressed as aforesaid.

SECTION 15. Continuing Security Interest; Release and Reassignment of Collateral.

(a) This Agreement shall create a continuing Security Interest in the Trademark Collateral and shall (i) remain in full force and effect until the cash payment in full of the Secured Obligations, (ii) be binding upon the Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent, the Lenders and their respective successors, transferees and assigns, including, but not limited to, those provided in the Credit Agreement. Without limiting the generality of the foregoing clause (iii), any Lender may assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement (including, without limitation, all or any portion of the Loans owing to it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or

otherwise, in each case subject to and as provided for in Section 9.04 of the Credit Agreement.

(b) In the case of any Trademark Collateral pledged or assigned, or in which a security interest is granted hereunder by the Grantor, upon any sale, lease, transfer or other disposition of any item of Trademark Collateral in accordance with the terms of the Credit Agreement (other than sales of Inventory in the ordinary course of business), the Agent will, at the Grantor's expense, execute and deliver to the Grantor, any such documents as the Grantor shall reasonably request to evidence the release of such item of Trademark Collateral from the assignment and security interest granted hereby; provided, however, as to clause (ii) above, that (x) at the time of such request and such release no Event of Default (or event or condition which upon notice or lapse of time or both would constitute an Event of Default) shall have occurred and be continuing, (y) the Grantor shall have delivered to the Agent, at least 10 Business Days prior to the date of the proposed release, or such shorter period acceptable to the Agent under this Agreement, a written request for release describing the item of Trademark Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Agent and a certification by the Grantor to the effect that the transaction is in compliance with the Credit Agreement and as to such other matters as the Agent may request, and (z) any proceeds of any such sale, lease, transfer or other disposition required to be applied to the prepayment of Loans in accordance with the Credit Agreement shall be so applied.

(c) Upon the cash payment in full of the Secured Obligations, the Security Interests granted hereby shall terminate and all rights to the Trademark Collateral shall revert and be reassigned to the respective Grantor. Upon any such termination, the Agent will, at the Grantor's expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination and reassignment.

SECTION 16. Transactions Permitted Under the Credit Agreement. Nothing contained in this Agreement shall in any manner prohibit or restrict the Grantor or any of its Subsidiaries from consummating any transaction, entering into any agreement or otherwise taking any action expressly permitted under the Credit Agreement.

SECTION 17. Severability. If any term or provision of this Agreement is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Agreement shall remain legal, valid and enforceable in such jurisdiction and such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

SECTION 18. Execution in Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.



**SECTION 19. GOVERNING LAW; TERMS. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL ARE GOVERNED BY THE LAWS OF THE UNITED STATES OR ANY OTHER JURISDICTION OTHER THAN THE STATE OF NEW YORK. UNLESS OTHERWISE DEFINED HEREIN OR IN THE CREDIT AGREEMENT, TERMS USED IN ARTICLE 8 OR 9 OF THE U.C.C. ARE USED HEREIN AS THEREIN DEFINED.**

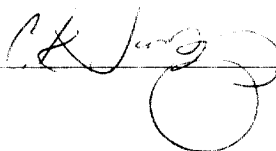
**SECTION 20. WAIVER OF TRIAL BY JURY. The Grantor HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY LAW ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY.**

**IN WITNESS WHEREOF**, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTOR:**

**THE TOPPS COMPANY, INC.**

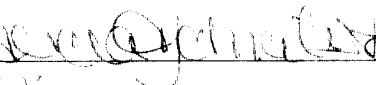
By \_\_\_\_\_  
Title \_\_\_\_\_



**AGENT:**

**THE CHASE MANHATTAN BANK**

By \_\_\_\_\_  
Title \_\_\_\_\_



STATE OF NEW YORK )  
 )ss:  
COUNTY OF NEW YORK )

On the 11<sup>th</sup> day of May, 1997, before me personally came Catherine Jessup, to me known, who, being by me duly sworn, did depose and say she resides at 36 Commodore Rd, Chappaqua and that she is a Vice President CFO of The Topps Company, Inc., the corporation described in and which executed the above instrument.

Angela Bercedonis  
Notary Public

[Notarial Seal]

ANGELA BERCEDONIS  
Notary Public, State of New York  
No. 31-4923972  
Qualified in New York County  
Commission Expires March 21, 19

**SCHEDULE I**  
**TRADEMARKS**

See Attached.

**SCHEDULE II**

R.L. Albert has asserted a claim that the Baby Bottle Bop product of the Grantor infringes upon their U.S. design registration. They have not yet filed a lawsuit.

**EXHIBIT A  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

**TRADEMARK SECURITY AGREEMENT SUPPLEMENT**, dated as of \_\_\_\_\_, 1998 (this "Supplement"), made by **THE TOPPS COMPANY, INC.**, a Delaware corporation (the "Grantor") to The Chase Manhattan Bank, with an office at One Pierrepont Plaza, Brooklyn, New York 11201, as agent (the "Agent") for the benefit of each of the lenders (the "Lenders") signatory to the Credit Agreement dated as of May 11, 1998 (as may have been or may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Grantor, the Agent and the Lenders.

**WHEREAS**, all terms used herein and not otherwise defined herein shall, unless the context specifically requires otherwise, have the respective meanings ascribed to them in, or pursuant to the provisions of, the Trademark Security Agreement (as hereinafter defined);

**WHEREAS**, pursuant to the terms of the Credit Agreement and the other Loan Documents, the Lenders agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein to be evidenced by the Notes issued by the Borrower and to be guaranteed by the Guarantors thereunder;

**WHEREAS**, the Trademark Security Agreement dated as of \_\_\_\_\_, 1998 (the "Trademark Security Agreement") and recorded on \_\_\_\_\_, 1998 in Reel \_\_\_\_\_, Frame \_\_\_\_\_ in the United States Patent and Trademark Office was delivered by the Grantor in favor of the Agent to secure its obligations under the Credit Agreement and the other Loan Documents; and

**WHEREAS**, the Grantor and the Agent mutually desire to supplement the Trademark Security Agreement to add certain additional Trademarks as collateral for the respective obligations of Grantor under the Credit Agreement.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that Schedule I to the Trademark Security Agreement is hereby supplemented to add the Trademark(s) set forth on Schedule A hereto.

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

**THE TOPPS COMPANY, INC.**

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

**AGENT:  
THE CHASE MANHATTAN BANK**

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

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