

12-09-1998



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Tab settings    ▼

To the Honorable Commissioner of Patents and Trademarks

to receive the attached original documents or copy thereof.

1. Name of conveying party(ies):

Toy Biz, Inc.  
685 Third Avenue  
New York, NY 10017

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

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

3. Nature of conveyance:

MRP12-9-98

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

Execution Date: 9-30-98

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch, as Collateral Agent

Internal Address: 677 Washington Boulevard

Street Address: \_\_\_\_\_

City: Stamford State: CT ZIP: 06901

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other Bank

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 1 attached hereto.

B. Trademark Registration No.(s)

See Schedule 1 attached hereto.

Additional numbers attached?  Yes  No

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

Name: Jackie Lee

Internal Address: Access Information Services, Inc.

Street Address: 1773 Western Avenue

City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved: 139

7. Total fee (37 CFR 3.41).....\$ 3490.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

12/04/1998 INSUREN 00000150 73523343

DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
02 FC:482 3450.00 OP

9. Statement and signature.

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

Jackie Lee  
Name of Person Signing

Jackie Lee  
Signature

12-2-98  
Date

Total number of pages including cover sheet, attachments, and document: 18

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignment  
Washington, D.C. 20231

**TRADEMARK**  
REEL: 1820 FRAME: 0587

**Toy Biz, Inc.  
Pending Trademarks**

<b>Trademark</b>	<b>Ser. No.</b>	<b>Filing Date</b>
Heavy Hitters	75/523383	July 22, 1998
Battle Action 8	75/523382	July 22, 1998
My Walkin' Talkin' Friend	75/523381	July 22, 1998
Power Blast	75/523380	July 22, 1998
Head Bashers	75/523379	July 22, 1998
Walk N Sit	75/523378	July 22, 1998
Bashin' Brawlers	75/523377	July 22, 1998
My First Baby	75/523376	July 22, 1998
Nursery Care	75/523375	July 22, 1998
Video Game Superstars	75/445131	March 5, 1998
Gold	75/445130	March 5, 1998
Web Flyers	75/445129	March 5, 1998
Alien Fighters	75/445128	March 5, 1998
Heavy Hitters	75/445127	March 5, 1998
Big Time Action Hero	75/445126	March 5, 1998
Web Splasher Blaster	75/445125	March 5, 1998
Bug Busters	75/419954	January 20, 1998
Flip N Trap	75/419953	January 20, 1998
Street Warrior	75/419952	January 20, 1998
Famous Cover	75/419951	January 20, 1998
Secret Weapon Force	75/419950	January 20, 1998
Micro Maxx	75/419944	January 20, 1998
Space Racer	75/412421	December 31, 1997
Power Slammers	75/412420	December 31, 1997

Shape Shifters	75/412419	December 31, 1997
Battle Blasters	75/412418	December 31, 1997
Sneak Attack	75/412417	December 31, 1997
UFO Flying Saucer	75/393115	November 20, 1997
Area 51	75/393114	November 20, 1997
Rotten Egg	75/393113	November 20, 1997
Virtual Warriors	75/366519	September 25, 1997
Micro-Helmet Racer	75/354935	September 11, 1997
Gas Can Racer	75/289777	May 12, 1997
Savage Land	75/277437	April 18, 1997
Spider Force	75/277435	April 18, 1997
Recoil	75/265977	March 28, 1997
Sonic Boom	75/265975	March 28, 1997
Carry 'N Go	75/257205	March 14, 1997
Stroll 'N Go	75/257203	March 14, 1997
Ready To Fly	75/252731	March 7, 1997
Mood Pals	75/188732	October 28, 1996
Shockwave	75/188731	October 28, 1996
Baby Bottle Surprise	75/046127	January 19, 1996
Epic Battles	75/686242	June 9, 1995

**Toy Biz, Inc.**  
**Registered U.S. Trademarks**

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Assignee of Security Interest</b>
Flip 'N Crash	2,176,979	July 28, 1998	
Alphabet Baby	2,185,992	September 1, 1998	
1-2-3 Grow With Me	2,150,947	April 14, 1998	
Rumble and Roar	2,118,123	December 2, 1997	
Baby Headstand Surprise	2,111,816	November 11, 1997	
Teddy Tumbles Surprise	2,062,202	May 13, 1997	
Bendy Wendy	2,033,101	January 21, 1997	
Wild & Wacky Painter	2,031,153	January 14, 1997	
Jumpsie	1,968,665	April 16, 1996	
Projectors	1,962,116	March 12, 1996	
Flame Glow	2,057,980	April 29, 1997	
Baby So Real	2,030,834	January 14, 1997	
Speed Winder	2,010,917	October 22, 1996	
Ace	1,986,237	July 9, 1996	
Spectra Star	1,931,160	October 31, 1995	
Spectra Star and design	1,931,159	October 31, 1995	
Design Only	1,950,530	January 23, 1996	
Big Wing	2,027,485	December 31, 1996	

Arctic Sword*	2,027,482	December 31, 1996	
Sky Slasher	2,035,950	February 4, 1997	
Sportsballs	2,048,083	March 25, 1997	
Magic Message Phone	1,977,226	May 28, 1996	
Ice Shots*	1,981,540	June 18, 1996	
Baby Activity Computer	1,970,466	April 23, 1996	
1,2,3 Discover	1,921,040	September 19, 1995	
Baby Blankie Bear	1,932,365	October 31, 1995	
Chicken Ball	1,891,224	April 25, 1995	
Loving Tears Baby	2,027,409	December 31, 1996	
Feel Better Baby	1,926,577	October 10, 1995	
Potty Time Baby	1,991,622	August 6, 1996	
Tub Time Baby	1,934,057	November 7, 1995	
Pocket Comics	1,893,697	May 9, 1995	
Spectra Sport Kites and design	1,854,739	September 20, 1994	
Flash Point	1,864,338	November 22, 1994	
Thunderbolt	1,879,283	February 14, 1995	
Lightning	1,874,768	January 17, 1995	
Bullet	1,897,051	May 30, 1995	
Rainbow	1,859,210	October 18, 1994	
Frogball	1,899,991	June 13, 1995	
Spectra Sports	1,822,974	February 22, 1994	
S and design	1,819,086	February 1, 1994	

\*The United States Patent & Trademark Office does not clearly indicate that Toy Biz, Inc. is the owner of this mark.

Spectrasports S and design	1,822,973	February 22, 1994	
Turbo Bubbler	1,841,428	June 21, 1994	
Frogbat	1,807,732	November 30, 1993	
Frogball	1,807,731	November 30, 1993	
Poly Diamond	1,832,340	April 19, 1994	
Pretty and Me	1,848,269	August 2, 1994	
Pinball Warrior	1,865,332	November 29, 1994	
Voice Bot	1,933,514	November 7, 1995	
Power Shooter	1,838,440	May 31, 1994	
Tyranoballosaurus	1,803,835	November 9, 1993	
Stegoballosaurus	1,813,058	December 21, 1993	
Bunny Ball	1,814,497	December 28, 1993	
Super Sonic	1,814,496	December 28, 1993	
Bubble Kite	1,837,302	May 17, 1994	
Dinoballs	1,796,009	September 28, 1993	
Spectrawings	1,735,033	November 24, 1992	
Born to Fly	1,735,032	November 24, 1992	
Napmat	1,754,565	February 23, 1993	
B.O.T.S.	1,795,972	September 28, 1993	
Bubble Jet	1,763,016	April 6, 1993	
Rad Wings	1,720,472	September 29, 1992	
Sky Pirate	1,720,471	September 29, 1992	
Eliminator TS-7	1,808,537	November 30, 1993	
Baby Loves To Talk	1,768,152	April 27, 1993	
Frogball (Stylized Letters)	1,849,945	August 16, 1994	

Warm 'N Tender	1,742,370	December 22, 1992	Chemical Bank
Strike Force	1,779,738	June 29, 1993	
Sky Jammer	1,702,597	July 21, 1992	
Rocket	1,749,476	January 26, 1993	
My Pal 2	1,701,145	July 14, 1992	
Windjammin	1,693,302	June 9, 1992	
Videobahn	1,749,256	January 26, 1993	
Acrobat	1,761,497	March 30, 1993	
The Sports Yo-Yo	1,693,776	June 9, 1992	
Sportline	1,638,499	March 19, 1991	
Yos	1,534,484	April 11, 1989	
Shark	1,517,688	December 20, 1988	
Design Only	1,465,639	November 17, 1987	
Wacky Winders	1,460,185	October 6, 1987	
Sinec	1,456,331	September 8, 1987	
Cat-A-Pilla	1,455,544	September 1, 1987	
Hornet	1,453,331	August 18, 1987	
Manny Manta Ray	1,454,458	August 25, 1987	
Sid the Squid	1,452,331	August 11, 1987	
Wingmasters	1,454,457	August 25, 1987	
Figure Kite	1,454,456	August 25, 1987	
Wild Wings	1,454,455	August 25, 1987	
Spectra	1,300,715	October 16, 1984	
Ride the Wind and design	1,238,570	May 17, 1983	
Octar	1,196,332	May 25, 1982	
Shooting Star	1,210,710	September 28, 1982	

Kite Center	1,210,512	September 28, 1982	
Spectra Star Kites and design	1,207,392	September 7, 1982	
Spectra	1,198,057	June 15, 1982	



# TRADEMARK SECURITY AGREEMENT

## (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Toy Biz, Inc., a Delaware corporation (herein referred to as the "**Lien Grantor**"), owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 28, 1998 (as such agreement may be amended from time to time, the "**Security Agreement**") among Toy Biz, Inc. (to be renamed Marvel Enterprises, Inc.), the Subsidiary Guarantors party thereto and UBS AG, Stamford Branch, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), the Lien Grantor has granted to the Grantee for the benefit of such Secured Parties a continuing security interest in or other Lien on substantially all the personal property of the Lien Grantor, including all right, title and interest of Lien Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement) of the Lien Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor does hereby grant to the Grantee, to secure the Secured Obligations of the Lien Grantor, a continuing security interest in all of the Lien 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 now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all

of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from, and accounts and general intangibles arising out of, the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of the Lien Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

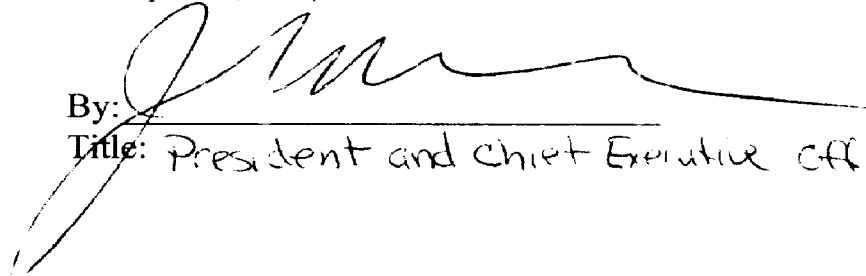
The Lien Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in its name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreements, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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.

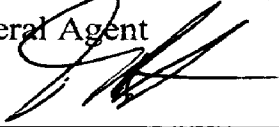
IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30th day of September, 1998.

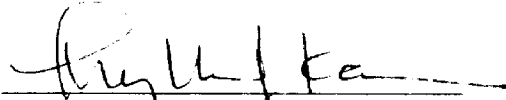
TOY BIZ, INC. (to be renamed Marvel Enterprises, Inc.)

By:   
Title: President and Chief Executive Officer

Acknowledged:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By:   
Title:

By:   
Title: **Phyllis J. Karno**  
**Director**  
**Leveraged Finance**