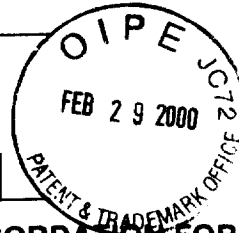


02/29/00

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



08-18-2000



101436491

Department of Commerce  
Patent and Trademark Office  
EMARK

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

PC 7-25-06

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

04/06/2000 DNGUYEN 00000095 74145120

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 DP  
375.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002122 FRAME: 0646

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

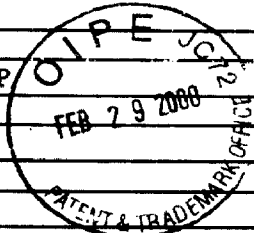
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

Please  see  attached.

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Christina WH Chang

Name of Person Signing

Signature

Feb. 28, 2000

Date Signed

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

| <u>Mark</u>  | <u>Serial Number</u> | <u>Registration Date (or<br/>Application Filing Date)</u> | <u>Registration<br/>Number</u> |
|--|----------------------|---|--------------------------------|
| Our Earth  | 74/145120            | 04-13-93  | 1,765,166                      |
| Friendship Club  | 74/802362            | 09-23-97  | 2,100,038                      |
| Friendship Club  | 74/501934            | 02-03-98  | 2,134,712                      |
| Terry's Village  | 74/202539            | 07-18-95  | 1,906,640                      |
| Terry's Village logo   | 74/537285            | 01-06-98  | 2,127,520                      |
| Happysacks   | 74/686773            | 03-19-96  | 1,963,552                      |
| Fun Express  | 74/655276            | 07-16-96  | 1,986,834                      |
| Inspirations A Celebration of Faith                                | 74/664666            | 06-24-97  | 2,074,301                      |
| World's Biggest Toybox   | 75/172555            | 12-30-97  | 2,125,227                      |
| OTC logo design  | 73/583517            | 12-09-86  | 1,419,837                      |
| Oriental Trading   | 74/278581            | 02-23-93  | 1,754,376                      |
| David Kay  | 74/124493            | 12-03-91  | 1,666,726                      |
| Little Red Wagon   | 75/514632            | 12-14-99  | 2,300,930                      |
| a·r·t·i·c·l·e·s  | 75/482798            | 05-11-98  |                                |
| a·r·t·i·c·l·e·s advantage  | N/A                  | N/A   | N/A                            |
| The Official Party Supplier of the<br>New Millennium               | 75/563854            | 10-01-98  | Application<br>Abandoned       |
| When it comes to fun,<br>we're all business                        | N/A                  | N/A   | N/A                            |
| Kid Power (service mark)   | 75/177891            | 10-07-96  | Application<br>Abandoned       |
| Kid Power (trademark)  | 75/177892            | 10-07-96  | Application<br>Abandoned       |
| Kid's Power Pac/Promotions   | N/A                  | N/A   | N/A                            |
| K.I.S.S. Kits  | N/A                  | N/A   | N/A                            |
| Winterland Gift Shoppe   | N/A                  | N/A   | N/A                            |
| The Village  | N/A                  | N/A   | N/A                            |
| Carnival Connection  | N/A                  | N/A   | N/A                            |
| Sensational Crafts   | 75/345934            | 08-25-97  |                                |
| The Party Book   | N/A                  | N/A   | N/A                            |
| Fun Favors   | N/A                  | N/A   | N/A                            |
| FUNdraising  | N/A                  | N/A   | N/A                            |
| Kidfluence   | N/A                  | N/A   | N/A                            |
| Bible Pals   | N/A                  | N/A   | N/A                            |
| a·r·t·i·c·l·e·s Catalog<br>(Nebraska service mark<br>registration) | N/A                  | 05-12-99  | 10001936                       |

| <u>Mark</u>   | <u>Serial Number</u> | <u>Registration Date (or<br/>Application Filing Date)</u> | <u>Registration<br/>Number</u> |
|---|----------------------|---|--------------------------------|
| TKW Advertising Agency<br>(Nebraska trade name<br>registration) | N/A                  | 11-21-91  | 1155347                        |

Canada

| <u>Mark</u>      | <u>Serial Number</u> | <u>Registration Date (or<br/>Application Filing Date)</u> | <u>Registration<br/>Number</u> |
|------------------|----------------------|---|--------------------------------|
| OTC and design   | 881786               | 10-20-99  | TMA518,304                     |
| Oriental Trading | 881785               | 06-17-98  | TMA522,030                     |

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, ORIENTAL TRADING COMPANY, INC.**, a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Grantor has entered into a Credit Agreement dated as of February 25, 2000 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Bankers Trust Company, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**"), and Dresdner Bank AG, New York and Grand Cayman Branches, Fleet National Bank, and Summit Bank, as Co-Agents, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS**, Grantor may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Lenders or their Affiliates (in such capacity, collectively, "**Interest Rate Exchangers**"); and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of February 25, 2000 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in

foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party 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.

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the \_\_\_\_ day of February, 2000.

**ORIENTAL TRADING COMPANY, INC.**

By: 

Name: Terry K. Watanabe

Title: President