



Form PTO-1594 RI
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Telebrands Corp.

10-4101

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

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

2. Name and address of receiving party(ies)

Name: BAX Global Inc.

Internal

Address:

Street Address: 16808 Armstrong Avenue

City: Irvine State: CA Zip: 92606

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: February 22, 2001

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

A. Trademark Application No.(s)

See attached.

76069514

B. Trademark Registration No.(s)

See attached.

Additional number(s) attached Yes No

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

Name: Joseph J. Serritella, Esquire

Internal Address: Pepper Hamilton LLP

3000 Two Logan Square

Street Address: Eighteenth and Arch Streets

City: Philadelphia State: PA Zip: 19103-2799

6. Total number of applications and registrations involved:

43

7. Total fee (37 CFR 3.41).....\$1,090.00

- 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 any attached copy is a true copy of the original document.

Joseph J. Serritella

Name of Person Signing

Signature

October 4, 2001

Date

40

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE A

TELEBRANDS CORP.

U.S. REGISTRATIONS AND PENDING APPLICATIONS

<u>REG. TRADEMARK</u>	<u>FILING NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>DATE</u>
AB FORCE	76/069514	6/14/00		
AMBERVISION			1916005	9/5/95
AUTHENTIC AMERICAN COLLECTIBLES	76/033436	4/24/00		
BACON MAGIC			2062116	5/13/97
BLUE MAX			1843538	7/5/94
BOOGIE BASS	76/042266	5/5/00		
CARB-O-LITE	76/057342	5/26/00		
CELL MAT	75/618996	1/8/99		
CLEARLY SAFE	76/200874	1/25/01		
CLEVER CAM	76/204727	2/1/01		
CYCLONE DIET	76/151528	10/23/00		
DR. GEORGE'S DENTAL WHITE			1935898	11/14/95
GLAMOUR CURL			1935916	11/14/95
IDEAPLANET	75/740748	6/29/99		
IDEAPLANET.COM	75/734909	6/23/99		
IDEAPLANET.NET	75/734910	6/23/90		
KEEP IT HOT			2267883	8/3/99

U.S. REGISTRATIONS AND PENDING APPLICATIONS - continued

<u>REG. TRADEMARK</u>	<u>FILING NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>DATE</u>
MAG SEAT	75/621171	1/15/99		
MAGNASOUND 2000			1924478	10/3/95
METABOLIZE FOR LESS	75/769536	8/6/99		
METABOLIZE AND SAVE	75/941761	3/10/00		
MICRO BEAT			1884251	3/14/95
NO YO YO	76/151529	10/23/00		
PC TOPPER	76/151540	10/23/00		
PONY FLIPS			1926484	10/10/95
POTTY PUTTER	76/204729	02/01/01		
PUZZLE PLEX			1988870	7/23/96
PUZZLE PLEX & Design			2006540	10/8/96
SALON SHAPER	76/221633	3/7/01		
SHOES AWAY	75/766318	8/2/99		
SILVER LIGHTNING			2058221	4/29/97
SKY GLIDER	75/250309	3/3/97		
STACKMATES	75/641012	2/16/99		
STAND TALL	75/898781	1/19/00		
TELEBRANDS (SM)			1811677	12/14/93
TELEBRANDS (TM)			1951809	1/23/96
THE GREAT AMERICAN STEAKHOUSE ONION MACHINE	75/527191	7/29/98		

U.S. REGISTRATIONS AND PENDING APPLICATIONS - continued

<u>REG. TRADEMARK</u>	<u>FILING NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>DATE</u>
THERMOTIME	75/585013	11/9/98		
TV TIME	75/898937	1/19/00		
US ABFORCE	76/071613	6/15/00		
VIBRATOUCH	75/814448	10/4/99		
WHISPER 2000			1626817	12/11/90
ZIP WRENCH	75/837240	11/1/99		

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made as of February 22, 2001 by **TELEBRANDS CORP.**, a New Jersey corporation with principal offices at 79 Two Bridges Road, Fairfield, New Jersey 07004, in favor of the **BAX GLOBAL INC.**, whose address is 16808 Armstrong Avenue, Irvine, California 92606.

RECITALS

A. Debtor has filed a Petition under Chapter 11 of the Bankruptcy Code in proceedings presently pending in the United States Bankruptcy Court for the District of New Jersey and has filed a Third Amended Plan of Reorganization which has been approved by the requisite creditors in number and amount and confirmed by the Court.

B. The Plan requires the execution of this Agreement.

NOW THEREFORE, in consideration of confirmation of the Plan and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Debtor hereby agrees as follows:

1. Definitions. For the purposes of this Security Agreement, the following terms shall have the following meanings:

1.1 "Azad" means Azad International, Inc.

1.2 "Books and Records" means all of Debtor's books and records, including but not limited to records indicating, summarizing, or evidencing the Collateral, the Liability, and Debtor's property, business operations, or financial condition, computer runs, invoices, disks, cd-roms, tapes, processing software, processing contracts (such as contracts for computer time and services) and any computer prepared information, disks, cd-roms, tapes, storage media, or data of every kind and description, whether in the possession of Debtor or in the possession of third parties.

1.3 "Collateral" means all tangible and intangible property owned by Debtor or in which Debtor has an interest, whether now owned or hereafter acquired, including but not limited to Debtor's interest now and in the future in the following types or items of property:

1.3.1 **ACCOUNTS**, which means any "account," as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by Debtor, and in any event shall include, without limitation, each of the following, whether now owned or hereafter acquired by Debtor: accounts, accounts receivable,

contract rights, bills, acceptances, and other forms of obligations arising out of the sale, lease or consignment of goods or the rendition of services by Debtor; together with any property evidencing or relating to the Accounts (such as guaranties, credit insurance, Letters of Credit), any security for the Accounts, and all Books and Records relating thereto), or any right of payment or distribution to the Debtor as a result of the sale and/or factoring of Accounts to Rosenthal.

1.3.2 CHATTEL PAPER, which means any "chattel paper," as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by Debtor, and in any event shall include, without limitation, all presently owned and hereafter acquired chattel paper, whether electronic or tangible, including but not limited to any writing or writings which evidence both a monetary obligation and a security interest in, or a lease of, specific goods.

1.3.3 DEPOSIT ACCOUNT, which means any "deposit account," as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by Debtor.

1.3.4 DOCUMENTS, which means any "documents," as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by Debtor, and in any event shall include, without limitation, all presently owned and hereafter acquired documents, including but not limited to documents of title (as that term is presently or hereafter defined in the UCC) and any and all receipts, including but not limited to receipts of the kind described in Article 7 of the UCC.

1.3.5 EQUIPMENT, which means any "equipment," as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by Debtor, and in any event shall include, without limitation, all presently owned and hereafter acquired equipment, whether or not affixed to realty, including, without limitation, machines, computers, trucks, trailers, goods, accessories, handling and delivery equipment, fixtures, improvements, office machines, restaurant equipment and furniture, together with all accessions, accessories, replacements and the rights of the Debtor under all manufacturer's warranties relating to the foregoing.

1.3.6 GENERAL INTANGIBLES, which means any "general intangible," as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by Debtor, and in any event shall include, without limitation, all presently owned and hereafter acquired general intangibles, including, without limitation, any software products, any personal property, choses in action, causes of action, designs, plans, goodwill, tax refunds, licenses, franchises, IP Collateral, trade agreements, customer lists, and all rights under license agreements for use of the same, and any other payment intangibles.

1.3.7 GOODS, which means any "goods," as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired

by Debtor, and in any event shall include, without limitation, all of the Debtor's Inventory and Equipment.

1.3.8 INSTRUMENTS, which means any "instruments," as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by Debtor, and in any event shall include, without limitation, all presently owned and hereafter acquired instruments, including, without limitation, bills of exchange, notes, and all negotiable instruments, all certificated securities, all certificates of deposit and any other writing that evidences a right to the payment of money and is not itself a security agreement or lease and is of a type that is in the ordinary course of business transferred by delivery with any necessary endorsement or assignment.

1.3.9 INVENTORY, which means any "inventory," as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by Debtor, and in any event shall include, without limitation, all presently owned and hereafter acquired inventory of every nature, kind, and description, wherever located, including, without limitation, raw materials, goods, work in process, finished goods, parts or supplies; all goods and property held for sale or lease or to be furnished under contracts of service; and all goods and inventory returned, reclaimed or repossessed.

1.3.10 INVESTMENT PROPERTY, which means any "investment property," as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by Debtor, and in any event shall include, without limitation: (a) all shares of stock or other equity interests of the Subsidiaries of Debtor (if any) now owned or hereafter acquired by Debtor, and all dividends, cash, stock dividends, instruments and other investment property from time to time received, receivable by, or otherwise distributed to Debtor for its own account in respect of or in exchange for any or all of such shares, and the certificates representing such shares, and (b) all shares of stock or other equity interests of any other Person now owned or hereafter acquired by Debtor, and all dividends, cash, stock dividends, instruments, and other property from time to time received, receivable by, or otherwise distributed to Debtor for its own account in respect of or in exchange for any or all of such shares, and the certificates representing such shares.

1.3.11 LETTERS OF CREDIT, which means any "letters of credit" or "letter-of-credit right," as such terms are presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by Debtor, and in any event shall include, without limitation, all presently owned and hereafter acquired letters of credit, including but not limited to any written undertaking to pay money conditioned upon presentation of specified documents, and advices of letters of credit.

1.3.12 PROCEEDS, which means any "proceeds," as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by Debtor, and in any event shall include, without limitation, any and all Proceeds of

any of the foregoing, including, without limitation, whatever is received upon the use, lease, sale, exchange, collection, any other utilization or any disposition of any of the Collateral described in this Section 1.2, whether cash or non-cash, all rental or lease payments, accounts, chattel paper, instruments, documents, contract rights, general intangibles, equipment, inventory, substitutions, additions, accessions, replacements, products, and renewals of, for, or to such property and all insurance therefor.

1.4 "Court" means the United States Bankruptcy Court for the District of New Jersey.

1.5 "Debtor" means Telebrands Corp. and its successors and assigns.

1.6 "Event of Default" has the meaning set forth in Section 7.1.

1.7 "IP Collateral" means any and all patents, patent applications and related filings, trademarks, trademark applications and related filings, service marks, service mark applications and related filings, trade names, know-how and trade secrets, copyrights, copyright applications and related filings, computer software and programs, and other intellectual property and proprietary rights, and shall include without limitation all of the Debtor's right, title and interest in and to:

1.7.1 all of its now owned or existing or hereafter acquired or arising: trademarks, service marks, trademark or service mark applications, whether the foregoing are domestic (state or federal) or foreign, including, without limitation, each mark, registration, and application listed on Schedule 1.7.1, attached hereto and made a part thereof, and (A) renewals thereof, (B) all income, royalties, damages and payments hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past, present or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, (D) all rights corresponding thereto throughout the world, (E) the Trademark License Rights, as hereinafter defined, (F) trade dress, (G) all customer and other lists related to any of the foregoing, (H) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by any of the foregoing and (I) Debtor's entire right, title and interest in, to and under all license agreements with any person or entity, whether Debtor is licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule 1.7.1 (the "Trademark License Rights," and together with all other interests described in this subsection, the "Trademark Collateral"); and

1.7.2 all of its now owned or existing, or hereafter acquired or arising, patentable inventions, patents and patent applications, whether the foregoing be domestic or foreign, including without limitation the inventions and improvements described and claimed therein, all of which are listed on Schedule 1.7.2 which is attached hereto and made a part hereof, and together with (A) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income,

royalties, damages and payments now or hereafter due and/or payable under with respect thereto, including without limitation damages and payments for past, present or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, (D) all rights corresponding thereto throughout the world, and (E) all rights as licensor or licensee with respect to any patents, patent applications and rights thereto and thereunder, including without limitation the licenses listed on Schedule 1.7.2 (such rights as licensor or licensee, collectively, the "Patent License Rights," and together with all other interests described in this subsection, the "Patent Collateral"); and

1.7.3 all of Debtor's now owned or existing or hereafter acquired or arising copyright interests throughout the world, whether or not registered, including, without limitation, all copyright interests in the works listed and described on Schedule 1.7.3 attached hereto and made a part hereof, including any registrations thereof or applications therefor, and (A) all renewals thereof, (B) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights under all license agreements with any person whether Debtor is licensor or licensee under any such license agreement, including without limitation, the licenses listed on Schedule 1.7.3 (the "Copyright License Rights", and together with all other interests described in this subsection, the "Copyright Collateral").

1.8 "Liability" means the amount owed to the Secured Party as "BAX's Secured Claim" as defined in the Plan. The amount of the Liability is \$1,125,000, exclusive of interest or costs as set forth in this Agreement and exclusive of BAX's Unsecured deficiency Claim in the amount of \$3,675,000.

1.9 "Plan" means Telebrands Corp.'s Third Amended Plan of Reorganization, dated on or about December 29, 2000, as amended, modified, or altered at any time.

1.10 "Permitted Lien" means the security interests and liens of Rosenthal, or such other factor or financial institution as may replace Rosenthal on substantially the same terms and conditions, to which the security interests to Secured Party pursuant to this Agreement are subordinate.

1.11 "Rosenthal" means Rosenthal & Rosenthal, Inc.

1.12 "Secured Party" means BAX Global Inc.

1.13 "UCC" means the Uniform Commercial Code as in effect from time to time in the state of New Jersey and any other applicable state.

2. Security Interest. As security for the due and punctual payment and full and complete performance of the Liability, Debtor hereby grants to Secured Party a security interest in and general lien upon all of Debtor's right, title and interest in and to all the Collateral and any part thereof. Secured Party's security interests shall be first in priority; *provided that* notwithstanding anything to the contrary set forth herein, such security interests shall be subordinate to the Permitted Lien of Rosenthal.

3. Representations and Warranties. Debtor represents and warrants to Secured Party, which representations and warranties shall be continuing representations and warranties until all of the Liability is satisfied in full, as follows:

3.1 Locations. The chief place of business, chief executive offices and the office(s) where Debtor's records are kept concerning accounts, contract rights and other similar Collateral, and the locations where its inventories, goods, equipment, fixtures and other similar Collateral are kept, are as set forth on Schedule 3.1 attached hereto.

3.2 Trade names. It conducts business under and through its legal name as set forth on the signature page hereto, and no other names, except as set forth on Schedule 3.2 attached hereto.

3.3 Formation and Authority. Debtor is a corporation duly organized and validly existing and in good standing under the laws of the State of New Jersey and is qualified and licensed to do business in those jurisdictions where the conduct of its business or ownership of its properties requires such qualification or license and the failure to qualify would have a material adverse effect upon the Debtor and its business. Debtor has the power and authority to own the Collateral, to enter into and perform this Agreement and any other documents or instruments executed in connection herewith, and to incur the Liability.

3.4 Duly Authorized; Not in Violation of Law. This Agreement and any other documents or instruments executed in connection herewith have been duly authorized, executed, and delivered, and constitute the legal, valid, and binding obligations of Debtor, enforceable against Debtor in accordance with their respective terms. This Agreement and any other documents and instruments executed in connection herewith do not and will not violate any law, the charter, organizational documents, or bylaws of Debtor, or any other agreement or instrument to which Debtor or any of its property may be bound or subject.

3.5 Rights in Collateral.

3.5.1 Debtor has the right to grant the security interests created by this Security Agreement. The Collateral is not subject to liens, claims or encumbrances, licenses or similar interests except: (A) as otherwise disclosed on Schedule 1.7.1 (with respect to the Trademark Collateral), (B) as otherwise disclosed

on Schedule 1.7.2 (with respect to Patent Collateral, (C) as otherwise disclosed on Schedule 1.7.3 (with respect to the Copyright Collateral), and (D) the liens and encumbrances of Secured Party, the Permitted Lien, and the liens and security interests of Azad. The liens and security interests of Azad shall be subordinate in all respects to the Secured Party.

3.5.2 Set forth on Schedules 1.7.1, 1.7.2, and 1.7.3 are complete and accurate lists of all Trademark License Rights and other Trademark Collateral, Patent License Rights and other Patent Collateral, and Copyright License Rights and other Copyright Collateral respectively, owned by Debtor.

3.6 Regarding the IP Collateral. Debtor agrees that simultaneously with execution of this Agreement, and upon any amendment of Schedules 1.7.1, 1.7.2, and 1.7.3 hereto, Debtor shall execute the form of Notice appended hereto as Exhibit 1 (each, a "Notice") with respect to any Patent, Trademark or Copyright Collateral now owned or hereafter acquired, and shall deliver it to Secured Party for recording in the Patent and Trademark Office or Copyright Office.

3.7 Materially Misleading Statements. No representation, warranty or statement made herein, on any Schedule hereto or in any certificate or document furnished or to be furnished pursuant hereto contains or will contain at the time made or furnished any untrue statement of material fact or omits or will omit any fact necessary to make it not misleading in any material respect.

4. Further Assurances; Filing.

4.1 Delivery of Documents; Inspection of Collateral. At any time and from time to time, upon the demand of Secured Party, Debtor will, at Debtor's expense: (i) give, execute, deliver, file, and/or record any notice, statement, instrument, assignment, document, agreement, or other papers that may be necessary or desirable, or that Secured Party may reasonably request, in order to create, preserve, perfect, or validate any security interest or mortgage granted pursuant hereto or intended to be granted hereunder or to enable Secured Party to exercise or enforce its rights hereunder or with respect to such security interest or mortgage; (ii) subject to the rights of Rosenthal, if any, keep, stamp, or otherwise mark any and all documents, Instruments, Chattel Paper, and its Books and Records relating to the Collateral in such manner as Secured Party may reasonably require; and/or (iii) permit the professionals retained by Secured Party access to its premises at any time reasonably requested by Secured Party, upon at least 24 hours' advance notice, to inspect the Collateral and the Books and Records and to audit and make abstracts from the Books and Records.

4.2 Filing of Financing Statement. At the sole option of Secured Party, and without Debtor's consent, Secured Party may file a carbon, photographic or other reproduction of this Agreement or any financing statement executed pursuant hereto as

a financing statement in any jurisdiction so permitting or as a registration of Secured Party's interest as to any of the IP Collateral in any office so permitted.

4.3 Secured Party's Collateral Custody Duties. With respect to the Collateral, or any part thereof, which at any time may come into the possession, custody or under the control of Secured Party or any of its members or agents, Debtor hereby acknowledges and agrees that the sole duty of Secured Party with respect to the custody, safekeeping and physical preservation of such Collateral, whether pursuant to Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as a Secured Party deals with similar property for its own account. Neither Secured Party, nor any of its members or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so.

5. Covenants. Debtor hereby covenants and agrees that for as long as any part of the Liability is outstanding:

5.1 Defense of Collateral. Debtor shall defend the Collateral against all claims and demands of all persons or entities at any time claiming any interest therein other than Secured Party and the holder of Permitted Lien.

5.2 Notice of Changes in State of Formation, Form of Entity, Location of Chief Executive Office, Residence, Books and Records, Collateral. Debtor shall provide Secured Party with prior written notice of: (i) any intended change in the form of entity of Debtor and/or the state of formation, (ii) any intended change in the chief executive office or residence of Debtor, and/or the office where Debtor maintains its Books and Records; (iii) the location or movement of any Collateral to or at an address other than the addresses set forth on Schedule 3.1; and (iv) the creation or acquisition of any additional IP Collateral.

5.3 Notice of Adverse Changes, Events of Default, Seizures and Institution of Litigation. Debtor shall immediately notify Secured Party of: (i) the occurrence of any event or circumstance that is reasonably likely to result in a material adverse effect on Debtor's business, property, or financial condition, including, without limitation, any material loss of or damage to any Collateral; (ii) the occurrence of an Event of Default; (iii) any seizure of the Collateral that is reasonably likely to have a material adverse effect on Debtor; (iv) any claims or alleged claims of third parties to the Collateral that, either singly or in the aggregate, is reasonably likely to have a material adverse effect on Debtor or the Collateral; and (v) the institution of any litigation, arbitration, governmental investigation or administrative proceedings against or affecting Debtor or any of the Collateral that, if adversely determined, is reasonably likely, either singly or in the aggregate, to result in an Event of Default or to have a material adverse effect on Debtor, its business, property, or financial condition.

5.4 Insurance. Debtor shall maintain insurance at all times with respect to the Collateral (including all risk extended coverage) against the risks of fire, theft and

such other risks, including, without limitation, liability, errors and omissions and business interruption, as Secured Party may reasonably require (or as Rosenthal may require), containing such terms, in such form and amounts, for such periods and written by such companies as are acceptable to Secured Party in its reasonable discretion (or Rosenthal). All such policies of insurance shall name Secured Party and, if applicable, Rosenthal, as loss payees, as their respective interests may appear, and shall provide for not less than thirty (30) days' prior written notice to Secured Party of intended cancellation or reduction in coverage. Debtor shall furnish Secured Party with certificates or other evidence satisfactory to Secured Party of compliance with the foregoing insurance provisions. Secured Party shall have the right (but shall be under no obligation) to pay any of the premiums on such insurance and all such payments shall become part of and increase the Liability.

5.5 Maintenance, Inspection of Books and Records. Debtor shall maintain complete and accurate Books and Records in accordance with generally accepted accounting principles in effect in the United States from time to time, and shall make all necessary entries therein to reflect the costs, values and locations of its Inventory and Equipment and the transactions giving rise to its Accounts and all payments, credits and adjustments thereto. Debtor shall keep Secured Party fully informed as to the location of all such Books and Records and shall permit Secured Party's professionals to have full, complete and unrestricted access thereto at all reasonable times, upon at least 24 hours' advance notice, to inspect, audit and make copies of any and all such Books and Records, at Secured Party's sole expense. Secured Party's rights hereunder shall be enforceable at law or in equity, and Debtor consents to the entry of judicial orders or injunctions enforcing specific performance of such obligations hereunder.

5.6 Assignment of United States Accounts. If any of the Accounts arises out of a contract with the United States or any of its departments, agencies or instrumentalities, Debtor shall immediately notify and identify same to Secured Party, and shall promptly execute and deliver to Secured Party an assignment of claims for such Account in a form reasonably acceptable to Secured Party, and shall take all steps deemed necessary or desirable by Secured Party to protect Secured Party's interest therein under the Federal Assignment of Claims Act or any similar law or regulation.

5.7 Maintenance and Inspection of Equipment and Inventory and Notification of Location of Inventory. With respect to Equipment and Inventory, Debtor shall: (i) keep accurate books and records with respect thereto, including, without limitation, maintenance records and current stock, and cost and sales records accurately itemizing the types and quantities thereof; (ii) permit Secured Party's professionals to inspect any or all of the Inventory and Equipment at all reasonable times upon at least 24 hours' advance notice; and (iii) preserve the Inventory and Equipment in good condition and repair, and pay the cost of all replacement parts, repairs to and maintenance of the Inventory and Equipment. The Debtor shall notify

Secured Party as to the location of any inventory acquired after execution of this Agreement which is not located at one of the locations disclosed on Schedule 3.1 within one business day of delivery of such inventory and shall cooperate with Secured Party to enable Secured Party to file any and all documents necessary or advisable in connection with the perfection of Secured Party's liens and security interests in the Inventory.

5.8 Assignment of Accounts. Following the occurrence of an Event of Default, upon request by Secured Party, and subject to the rights of Rosenthal, if any, Debtor shall promptly give Secured Party (if, and to the extent, that Rosenthal is entitled to such assignments) assignments, in a form acceptable to Secured Party, of all Accounts, all original and other documents evidencing a right to payment of Accounts, financial statements, agings, reports, lists of account debtors, copies of purchase orders, invoices, contracts, shipping and delivery receipts and such other data concerning the Accounts as Secured Party may request. Debtor agrees that Secured Party and its authorized agents shall at all times after the occurrence of an Event of Default (when Rosenthal does not have a security interest in Accounts) have the right to confirm orders and to verify any or all of the Accounts in Secured Party's name, or in any fictitious name used by Secured Party for verifications.

5.9 Continuing of Perfected Status of Collateral.

5.9.1 Debtor agrees to cooperate and join, at its expense, with Secured Party in taking such steps as are necessary, in the reasonable judgment of Secured Party, to perfect or continue the perfected status of the security interests granted herein, including, without limitation, the execution and delivery of any financing statements, amendments thereto and continuation statements, the delivery of Chattel Paper, Documents or Instruments to Secured Party (unless there is a Senior Lender with a security interest in, and possession of, such Collateral), the obtaining of landlords' and mortgagees' waivers reasonably required by Secured Party if available to Debtor through reasonable efforts, the notation of encumbrances in favor of Secured Party on certificates of title, prompt registration of all copyrights with the United States Copyright Office, prompt registration of all trademarks with the United States Patent and Trademark Office, and the execution and filing of any collateral assignments and any other Instruments reasonably requested by Secured Party to perfect its security interests in any and all of Debtor's patents, trademarks, service marks, trade names, copyrights and other General Intangibles. Secured Party is expressly authorized to file financing statements without Debtor's signature.

5.9.2 Following indefeasible payment in full of the Liability, Secured Party agrees to cooperate and join, at Debtor's expense, in executing and delivering within seven business days after receipt all documents and taking all actions as are necessary to release and terminate Secured Party's security interests and mortgages in and assignments of the Collateral.

5.10 Covenants in Plan. Debtor shall comply with, and not allow a breach to occur of, its covenants contained in the Plan.

6. General Authority.

6.1 Secured Party as Attorney-in-Fact. Subject to the rights of Rosenthal, if any, Debtor hereby irrevocably appoints Secured Party (and any of its attorneys) as its true and lawful attorney-in-fact, said appointment being coupled with an interest, with full power of substitution, in the name of Debtor, Secured Party, or otherwise, for the sole use and benefit of Secured Party in its sole discretion, but at Debtor's expense, to exercise, to the extent permitted by law, in Secured Party's name or in the name of Debtor or otherwise, the powers set forth herein, following and during the continuance of an Event of Default: (i) to endorse the name of Debtor upon any instruments of payment, invoice, freight, or express bill, bill of lading, storage, or warehouse receipt relating to the Collateral; (ii) to demand, collect, receive payment of, settle, compromise or adjust all or any of the Collateral; (iii) to correspond and negotiate directly with insurance carriers to the extent necessary to provide Secured Party with the benefit of the rights granted pursuant to Section 5.6 hereof; (iv) to sign and record one or more assignments or other instruments in favor of Secured Party to transfer ownership of any IP Collateral to Secured Party; and (v) to execute any notice, statement, instrument, agreement, or other paper that Secured Party may require to create, preserve, perfect, or validate any security interest granted pursuant hereto or to enable Secured Party to exercise or enforce its rights hereunder or with respect to such security interest.

6.2 Liability of Secured Party as Attorney-in-Fact. Neither Secured Party nor its attorneys shall be liable for acts, omissions, any error in judgment or mistake in fact in its/their capacity as attorney-in-fact. Debtor hereby ratifies all acts of Secured Party as their attorney-in-fact other than as a result of the negligence or misconduct of Secured Party. This power, being coupled with an interest, is irrevocable until the Liability have been fully satisfied. Secured Party shall not be required to take any steps necessary to preserve any rights against prior parties with respect to any of the Collateral.

6.3 Effect of Extensions and Modifications. Secured Party may extend the time of payment, arrange for payment in installments or otherwise modify the terms of, or release, any of the Collateral, without thereby incurring responsibility to, or discharging or otherwise affecting any liability of, Debtor.

7. Event of Default; Remedies.

7.1 Event of Default. As used in this Agreement, an Event of Default means any of the following:

- (a) Failure by Debtor to make any Monthly Payment (as used in the Plan with respect to the Secured Claim of BAX) when due or within five days thereafter;
- (b) The breach by Debtor of any covenant or agreement of Debtor (except to make a payment) contained in this Agreement; provided that Debtor shall have thirty days after mailing to it of written notice, certified mail, return receipt requested, of said breach to cure said breach; provided that if a breach is capable of being cured, Debtor shall have such additional time as is reasonably necessary to cure the breach if it began to cure the breach within thirty days and diligently continues its efforts to cure the breach in a commercially reasonable manner;
- (c) The discovery by Secured Party that any representation made by Debtor to Secured Party in this Agreement was materially incorrect when made;
- (d) The delivery of schedules or financial information to Secured Party which is false or misleading in any material respect when delivered;
- (e) The cessation of substantially all of the business activities of Debtor;
- (f) The entry of an Order for Relief against Debtor under the Bankruptcy Code; or
- (g) Acceleration of debt or foreclosure under the terms of any security agreement or mortgage having priority over the security interests or mortgages created pursuant to this Agreement.

7.2 Acceleration of Liability; General Rights of Secured Party. Upon the occurrence of an Event of Default, at Secured Party's sole option, the entire Liability shall immediately become due and payable in full, all without protest, presentment, demand or further notice of any kind to Debtor, all of which are expressly waived. Upon and following an Event of Default, Secured Party may, at its option but subject to the rights of Rosenthal, if any, exercise any and all rights and remedies it has under this Security Agreement and/or applicable law, including, without limitation, the right to charge and collect interest on the principal portion of the Liability at a rate equal to the highest rate allowed by law, such rate of interest to apply to the Liability, at Secured Party's option, both before and after an Event of Default, maturity (whether by acceleration or otherwise) and entry of a judgment in favor of Secured Party with respect to any or all of the Liability.

7.3 Additional Rights and Remedies. In addition to the rights and remedies available to Secured Party as set forth above and any other rights or remedies available to Secured Party under applicable law, upon the occurrence of an Event of Default hereunder, or at any time thereafter, Secured Party may at its option but subject to the rights of Rosenthal, if any, immediately and without notice, do any or all of the following, which rights and remedies are cumulative, may be exercised from time to time, and are in addition to any rights and remedies available to Secured Party under any other agreement or instrument by and between Debtor and Secured Party:

7.3.1 Exercise any and all of the rights and remedies of a secured party under the UCC, including, without limitation, the right to require Debtor to assemble the Collateral and make it available to Secured Party at a place reasonably convenient to the parties;

7.3.2 Notify the account debtors for any of the Accounts to make payment directly to the Secured Party, or to such post office box as the Secured Party may direct;

7.3.3 Demand, sue for, collect or retrieve any money or property at any time payable, receivable on account of or in exchange for, or make any compromise, or settlement deemed desirable with respect to any of the Collateral.

In addition, Debtor covenants and agrees that it shall open all mail and shall forward to Secured Party all mail relating to the Accounts.

Upon ten (10) calendar days' prior written notice to Debtor (or one (1) day's notice by telephone with respect to Collateral that is perishable or threatens to decline rapidly in value), which Debtor hereby acknowledges to be sufficient, commercially reasonable and proper, Secured Party may sell, lease or otherwise dispose of any or all of the Collateral at any time and from time to time at public or private sale, with or without advertisement thereof, and apply the proceeds of any such sale first to Secured Party's expenses in preparing the Collateral for sale (including reasonable attorneys' fees) and second to the complete satisfaction of the Liability in any order deemed appropriate by Secured Party in its sole discretion. Debtor waives the benefit of any marshaling doctrine with respect to Secured Party's exercise of their rights hereunder. Secured Party or anyone else may be the purchaser of any or all of the Collateral so sold and thereafter hold such Collateral absolutely, free from any claim or right of whatsoever kind, including any equity of redemption of Debtor any such notice, right and/or equity of redemption being hereby expressly waived and released.

8. Grant of License to Use Intangibles. In addition to the grant of a security interest in the IP Collateral hereinbefore provided, for the purposes of enabling Secured Party to exercise its rights and remedies hereunder at such time as Secured Party, without regard to this Section 8, shall be lawfully entitled to exercise such rights and remedies, the Debtor hereby grants to Secured Party an irrevocable, non-exclusive

license (exercisable without payment of royalty or other compensation to the Debtor, but not without payment of royalties or any other compensation due to any third parties), provided that the actual proceeds received by Secured Party of any use or sale of Secured Party's rights under such license shall be applied to the Liability, to use, assign or sublicense any of the IP Collateral, now owned or hereafter acquired by Debtor, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored, all computer software and programs and all source code and object code relating to such computer software and programs. Secured Party shall indemnify, hold harmless and defend the Debtor against any claims by any and all third parties for any royalties or other compensation or costs incurred in connection with Secured Party's exercise of its rights under this paragraph.

9. Miscellaneous.

9.1 Remedies Cumulative; No Waiver. The rights, powers and remedies of Secured Party provided in this Security Agreement and the Plan are cumulative and not exclusive of any right, power or remedy provided by law or equity. No failure or delay on the part of Secured Party in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy.

9.2 Notices. All notices and other communications hereunder shall be in writing and shall be delivered by facsimile where confirmation or receipt by the receiving party's receiver can be documented, or personally delivered by hand or by reputable overnight courier or mailed by first class certified or registered mail, postage prepaid, as follows:

(a) If to the Debtor:

Telebrands Corp.
79 Two Bridges Road
Fairfield, NJ 07004
Attn: Chief Executive Officer
Facsimile: (973) 575-3389

with a copy to:

Lowenstein Sandler PC
attn: Jeffrey D. Prol, Esq.
65 Livingston Ave.
Roseland, NJ 07068-1072
Facsimile: (973) 597-2491

(b) If to Secured Party

BAX Global Inc.
16808 Armstrong Ave.
Irvine, CA 92606
Attn: Terry Groff, Esq.
Facsimile: (949) 260-3181

with a copy to:

Joel D. Applebaum
Pepper Hamilton LLP
100 Renaissance Center, Suite 3600
Detroit, MI 48243-1157
Facsimile: 313-259-7926

or to such other address or addresses as the party to whom such notice is directed may have designated in writing to the other party hereto. A notice shall be deemed to have been given upon receipt by the party to whom such notice is directed, or if receipt is refused, on the day on which delivery was attempted.

9.3 Costs and Expenses. Debtor shall promptly pay (or reimburse, as Secured Party may elect) all reasonable costs and expenses that Secured Party may hereafter incur in connection with the enforcement of this Agreement or the collection of the Liability, and all amendments, modifications, consents or waivers, if any, to this Agreement if such amendments, modifications, consents or waivers are initiated by Telebrands or by a default. Such reasonable costs and expenses shall include, without limitation, the fees and disbursements of counsel to Secured Party, the costs of appraisals, searches of public records, costs of filing and recording documents with public offices, stamp, excise and other taxes, the fees of Secured Party's accountants, consultants or other professionals, costs and expenses from any actual or attempted sale of all or any part of the Collateral, or any exchange, enforcement, collection, compromise, or settlement of any of the Collateral or receipt of the proceeds thereof, and for the care and preparation for sale of the Collateral (including insurance costs) and defending and asserting the rights and claims of Secured Party in respect thereof, by litigation or otherwise.

9.4 Governing Law. This Security Agreement shall be construed in accordance with and governed by the substantive laws of the State of New Jersey without reference to conflict of laws principles.

9.5 Amendment; Waiver. No amendment of this Security Agreement, and no waiver of any one or more of the provisions hereof shall be effective unless set forth in writing and signed by the parties hereto.

9.6 Successors and Assigns. This Security Agreement (i) shall be binding upon Debtor and Secured Party and, where applicable, their respective heirs, executors, administrators, successors and permitted assigns, and (ii) shall inure to the benefit of Debtor and Secured Party and, where applicable, their respective heirs, executors, administrators, successors and permitted assigns; provided, however, that Debtor may not assign its rights hereunder or any interest herein without the prior written consent of Secured Party, in its sole discretion, and any such assignment or attempted assignment by Debtor shall be void and of no effect with respect to Secured Party.

9.7 Severability. The illegality or unenforceability of any provision of this Security Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Security Agreement or any instrument or agreement required hereunder. In lieu of any illegal or unenforceable provision in this Security Agreement, there shall be added automatically as a part of this Security Agreement a legal and enforceable provision as similar in terms to such illegal or unenforceable provision as may be possible.

9.8 Headings. The headings of sections and sections have been included herein for convenience only and shall not be considered in interpreting this Security Agreement.

{Signature Page Follows}

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement on this date above first written.

DEBTOR:

Signed and acknowledged in the presence of:

[Signature]

Print Name: SHAIL PRASAD

[Signature]

Print Name: ROBERT BARNETT

Telebrands Corp., a New Jersey corporation

By: [Signature]

Name: Ajit Khubani

Title: President

STATE OF NEW JERSEY :
: SS.
COUNTY OF ESSEX :

Before me, the undersigned, ^{AN ATTORNEY AT LAW OF New Jersey} a ~~Notary Public~~ in and for the state and county aforesaid, on this 22 day of FEBRUARY, 2001, personally appeared AJIT KHUBANI, to me known personally, and who, being first by me duly sworn, depose and say that she or he is the President of Telebrands Corp. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that they acknowledged said instrument to be the free act and deed of said corporation.

[Signature]

~~Notary Public~~

ARNOLD SCHANCUPP
AN ATTORNEY AT LAW
OF NEW JERSEY

My _____ commission _____ expires:

~~(Notarial Seal)~~

This instrument prepared by:
Joel D. Applebaum
Pepper Hamilton LLP
100 Renaissance Center, Suite 3600
Detroit, MI 48243-1157

NOTICE OF SECURITY AGREEMENT

NOTICE dated _____, 2000, of certain security interests in certain intellectual property as set forth in a Security Agreement made by Telebrands Corp., a New Jersey corporation, having an address at 79 Two Bridges Road, Fairfield, New Jersey 07004 ("Debtor") to and in favor of BAX Global Inc., whose address is 16808 Armstrong Ave., Irvine, CA 92606. Such Security Agreement, as may be amended or modified from time to time, is referred to as the "Security Agreement," and BAX Global Inc., together with its successors and assigns, is referred to as "Secured Party."


WHEREAS, Debtor is the owner of certain intellectual property collateral (the "Listed Intellectual Property Collateral") as listed in Schedules 1.7.1, 1.7.2 and/or 1.7.3 hereto; and

WHEREAS, Debtor has agreed to grant to Secured Party as collateral for Liability (as defined in the Security Agreement) a security interest and lien in and on "IP Collateral" (as defined in the Security Agreement), including but not limited to the Listed Intellectual Property Collateral, together with all other related claims and rights, including but not limited to associated goodwill, as more fully set forth in the Security Agreement.

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Liability, Debtor hereby pledges, grants and collaterally assigns to Secured Party a security interest and lien in and to all rights, title and interest in and to the aforesaid IP Collateral, including but not limited to the Listed Intellectual Property, and gives notice of such security interest and the existence of the Security Agreement providing therefor.

Executed as of the date first set forth above.

Telebrands Corp.

By: 
Name: Ajit Khubani
Title: President

STATE OF NEW JERSEY :

SS.

COUNTY OF Essex :

an attorney at law of New Jersey

Before me, the undersigned, a ~~Notary Public~~ in and for the state and county aforesaid, on this 22 day of February, 2000, personally appeared Ajit Khubani to me known personally, and who, being first by me duly sworn, depose and say that he is the President of Telebrands Corp. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that they acknowledged said instrument to be the free act and deed of said corporation.



ARNOLD SCHANCUPP
AN ATTORNEY AT LAW
OF NEW JERSEY

~~Notary Public~~

~~My commission expires:~~

~~(Notarial Seal)~~

SCHEDULE 1.7.1

Trademark License Rights

See Attached

SCHEDULE 1.7.2

Patent License Rights

See Attached

SCHEDULE 1.7.3

Copyright License Rights

See Attached

SCHEDULE A

TELEBRANDS CORP.

U.S. REGISTRATIONS AND PENDING APPLICATIONS

<u>REG. TRADEMARK</u>	<u>FILING NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>DATE</u>
AB FORCE	76/069514	6/14/00		
AMBERVISION			1916005	9/5/95
AUTHENTIC AMERICAN COLLECTIBLES	76/033436	4/24/00		
BACON MAGIC			2062116	5/13/97
BLUE MAX			1843538	7/5/94
BOOGIE BASS	76/042266	5/5/00		
CARB-O-LITE	76/057342	5/26/00		
CELL MAT	75/618996	1/8/99		
CLEARLY SAFE	76/200874	1/25/01		
CLEVER CAM	76/204727	2/1/01		
CYCLONE DIET	76/151528	10/23/00		
DR. GEORGE'S DENTAL WHITE			1935898	11/14/95
GLAMOUR CURL			1935916	11/14/95
IDEAPLANET	75/740748	6/29/99		
IDEAPLANET.COM	75/734909	6/23/99		
IDEAPLANET.NET	75/734910	6/23/90		
KEEP IT HOT			2267883	8/3/99

U.S. REGISTRATIONS AND PENDING APPLICATIONS - continued

<u>REG. TRADEMARK</u>	<u>FILING NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>DATE</u>
MAG SEAT	75/621171	1/15/99		
MAGNASOUND 2000			1924478	10/3/95
METABOLIZE FOR LESS	75/769536	8/6/99		
METABOLIZE AND SAVE	75/941761	3/10/00		
MICRO BEAT			1884251	3/14/95
NO YO YO	76/151529	10/23/00		
PC TOPPER	76/151540	10/23/00		
PONY FLIPS			1926484	10/10/95
POTTY PUTTER	76/204729	02/01/01		
PUZZLE PLEX			1988870	7/23/96
PUZZLE PLEX & Design			2006540	10/8/96
SALON SHAPER	76/221633	3/7/01		
SHOES AWAY	75/766318	8/2/99		
SILVER LIGHTNING			2058221	4/29/97
SKY GLIDER	75/250309	3/3/97		
STACKMATES	75/641012	2/16/99		
STAND TALL	75/898781	1/19/00		
TELEBRANDS (SM)			1811677	12/14/93
TELEBRANDS (TM)			1951809	1/23/96
THE GREAT AMERICAN STEAKHOUSE ONION MACHINE	75/527191	7/29/98		

U.S. REGISTRATIONS AND PENDING APPLICATIONS - continued

<u>REG. TRADEMARK</u>	<u>FILING NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>DATE</u>
THERMOTIME	75/585013	11/9/98		
TV TIME	75/898937	1/19/00		
US ABFORCE	76/071613	6/15/00		
VIBRATOUCH	75/814448	10/4/99		
WHISPER 2000			1626817	12/11/90
ZIP WRENCH	75/837240	11/1/99		

SCHEDULE B

TELEBRANDS CORP.

U.S. PATENT REGISTRATIONS AND APPLICATIONS

REGISTRATIONS:

<u>TITLE</u>	<u>REG. NO.</u>	<u>ISSUED DATE</u>
FINGER MASSAGING APPARATUS	430,677	9/5/00
FOOD PROCESSOR	5156084	10/20/92
ONION BLOSSOM	415937	11/2/99
SHRIMP PREPARATION DEVICE	D433290	11/7/00

APPLICATIONS:

<u>TITLE</u>	<u>FILING NO.</u>	<u>FILING DATE</u>
FINGER MASSAGING DEVICE	09/397,914	9/17/99

SCHEDULE C

TELEBRANDS CORP.

U. S. Copyright Registrations

<u>TITLE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
BLUE MAX PACKAGE	VA 606110	3/9/93
CAT AND MOUSE WATCH	PA 488605	10/1/90
CAT AND MOUSE WATCH	TX 2953947	10/1/90
CAT & MOUSE II	VA 415270	9/27/90

Assignment from R&R Recreation Products Inc. to Direct Marketing of Virginia, Inc. dated 9/12/90 re VA 406808 - CAT & MOUSE dated 7/26/90;

Assignment to Assign - from R&R Recreation Products, Inc. to Direct Marketing of Virginia, Inc. dated 9/12/90 re VA 406808 - CAT AND MOUSE WATCH dated 7/26/90

NO MORE RUNS	PA 511492	2/1/91
NO MORE RUNS	TX 3021734	1/24/91
THE ORIGINAL MIRACLE THAW DEFROSTING TRAY I	VA 702086	5/10/95
THE ORIGINAL MIRACLE THAW DEFROSTING TRAY II	VA 702087	5/10/95
MIRACLE THAW DEFROSTING TRAY INFORMATIONAL INSERT	TX 3994626	5/18/95
POWER SCISSORS PACKAGING	VA 606504	4/1/93
SAFETY CAN	PA 671033	7/21/97

U.S. Copyright Registrations - continued

<u>TITLE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
SAFETY CAN	PA 784072	2/11/97
WHISPER 2000 (I)	TX 2707701	1/11/90
WHISPER 2000 (II)	TX 2662992	2/1/90

Pending Applications

	<u>FILING NO.</u>	<u>FILING DATE</u>
FIRST QUARTERS MAP	(Not yet assigned)	

Telebrands Corp.

Canadian Copyright Registrations

CAT	402261	11/22/90
CAT	401584	11/5/90
SUNGLASSES BOX GRAPHICS - Version 1	415512	6/8/92
SUNGLASSES BOX GRAPHICS - Version 2	415513	6/8/92
SUNGLASSES BOX GRAPHICS - Version 3	415511	6/8/92

TELEBRANDS CORP.

FOREIGN REGISTRATIONS AND PENDING APPLICATIONS

<u>TRADEMARK</u>	<u>FILING NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
<u>AUSTRALIA</u>				
TELEBRANDS (TM):			A633828	7/12/94
Class 3			A633829	"
Class 7			A633830	"
Class 8			A633831	"
Class 9			A633832	"
Class 11			A633833	"
Class 16			A633834	"
Class 21			A633835	"
Class 28			A633836	"
Class 35			A634916	7/13/94
TELEBRANDS (SM)				
<u>AUSTRIA</u>				
TELEBRANDS			156.199	1/13/95
<u>BENELUX</u>				
AMBERVISION			453900	8/26/08
TELEBRANDS			554,532	5/30/94
<u>BRAZIL</u>				
TELEBRANDS (TM)			817183949	3/28/95
"-Classes 3.10; 3.20; 3.40			819221538	12/29/98
" 5.10; 8.40			819221546	"
" 9.10; 9.20; 9.35			819221554	"
" 9.40; 9.45; 9.50			819221562	"
" 16.10; 16.20; 16.30			819221570	2/17/99
" 28.10; 28.20			819221589	"
TELEBRANDS (SM)			817183930	3/7/95
(Design)			817183949	3/28/95

<u>TRADEMARK</u>	<u>FILING NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
<u>CANADA</u>				
AMBERVISION			415931	8/27/93
BLUE MAX			427300	5/13/94
COLOR SMART			416111	8/27/93
DAZZLE			414371	7/9/93
MAGNASOUND			471708	2/26/97
NIGHTVISION			402675	9/11/92
SHELF MASTER	1009020	3/18/99		
SWEDA			682888	10/23/98
TELEBRANDS (SM)			464550	10/25/96
TELEBRANDS (TM)			516471	9/17/99
WHISPER 2000			388950	9/13/91
<u>CHILE</u>				
TELEBRANDS (TM)	313328	7/12/95		
<u>CHINA</u>				
AMBERVISION	94121860	11/23/94		
BLUE MAX			874465	9/28/96
TELEBRANDS (SM)			887716	10/20/96
WHISPER			874463	9/27/96
<u>DENMARK</u>				
TELEBRANDS (TM)			04745/1975	7/2/95
<u>FRANCE</u>				
TELEBRANDS (TM)			94.522.435	4/7/95

<u>TRADEMARK</u>	<u>FILING NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
<u>GREAT BRITAIN</u>				
AMBERVISION			B1350597	7/11/86
PONY FLIPS			1535135	5/5/93
SWEDA - Class 7			1463354	5/2/91
" - Class 9			1463355	"
" - Class 10			1463356	"
" - Class 21			1463357	"
TELEBRANDS (SM)			1470078	7/11/91
<u>WHISPER 2000</u>				
			B1421341	12/21/89
<u>GREECE</u>				
TELEBRANDS (TM)			120460	9/17/97
<u>GERMANY</u>				
AMBERVISION			1182666	12/2/91
TELEBRANDS (TM)			2909429	7/25/95
<u>HONG KONG</u>				
<u>ICELAND</u>				
TELEBRANDS			1029/1995	9/25/95
<u>INDONESIA</u>				
TELEBRANDS			368876	9/26/96

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<u>TRADEMARK</u>	<u>FILING NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
<u>ITALY</u>				
AMBERVISION			23790	11/21/90
<u>JAPAN</u>				
SHELF MASTER			4343307	121099
TELEBRANDS - Class 3			3329158	4/4/97
" " 28			3310152	5/23/97
<u>KOREA</u>				
SHELF MASTER	40-1999-009626	3/26/99		
TELEBRANDS - Class 10			354655	1/24/97
" " 11			362732	5/22/97
<u>NEW ZEALAND</u>				
AMBERVISION			B196774	10/13/89
TELEBRANDS (TM) - Class 3			237480	6/1/94
" " 7			237481	"
" " 8			237482	"
" " 9			237483	"
" " 11			237484	6/1/94
" " 16			237485	"
" " 21			237486	"
" " 28			237487	6/1/94
<u>NORWAY</u>				
TELEBRANDS (TM)			168433	6/22/95
<u>PORTUGAL</u>				
TELEBRANDS (SM)			302600	8/10/95

<u>TRADEMARK</u>	<u>FILING NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
<u>SINGAPORE</u>				
SHELF MASTER	I991025482	3/16/99	T99/025482	3/16/99
TELEBRANDS-Class 3			S/3927/95	5/3/95
TELEBRANDS-Class 5			S/3928/95	"
TELEBRANDS-Class 10			S/7254/96	7/16/96
<u>SOUTH AFRICA</u>				
SHELF MASTER	99103857	3/11/99		
<u>SWEDEN</u>				
TELEBRANDS (TM)			301181	5/5/95
<u>SWITZERLAND</u>				
TELEBRANDS (TM)			424772	5/11/04
<u>TAIWAN</u>				
AMBERVISION			887887	4/1/00
AMBERSHIELD			674805	3/16/95
AMBERSUN			657512	10/31/94
AMBERVUE			657513	10/31/94
TELEBRANDS			712544	5/1/96
TELEBRANDS			713010	5/31/06
<u>EUROPEAN COMMUNITY TRADEMARK</u>				
TELEBRANDS	000297119	6/28/96		

SCHEDULE 3.1

Locations

79 Two Bridges Road, Fairfield, NJ 07004

Cace Trucking, 833 Fairmont Avenue, Elizabeth, NJ 07201

Fosdick Warehouse, 26 Barnes Ind. Road North, Wallingford, CT 06492

PDS, 12154 Montague Avenue, Pacoima, CA 91331

SCHEDULE 3.2

Debtor's Name(s)

Metabolize and Save, LLC
Authentic American Collectibles
AAC
One Sweep
Shoes Away
Vibra Touch
Taplight
State Quarters Map
First State Quarters Map
All American Collectibles
IDEAPLANET.COM
IDEAPLANET.NET
First Quarters Map

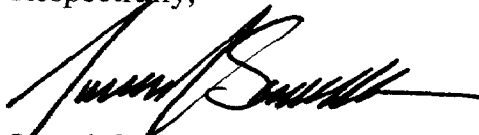
The Honorable Commissioner
of Patents and Trademarks

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October 4, 2001

I have included a reply postcard for the Office to acknowledge the receipt of the enclosed. Please forward the notice of recordation to me, when completed. Thank you.

Respectfully,



Joseph J. Serritella

JJS/mjs
Enclosures

CERTIFICATION OF MAILING

Joseph J. Serritella hereby certifies that this request for recordation of Trademark Security Agreement by Telebrands Corp. to BAX Global Inc. and Pepper Hamilton LLP Check No. 82232 in the amount of \$1,090.00 are being deposited with the United States Postal Service as Express Mail, mailing label no. EL826199585US., postage-prepaid, in an envelope addressed to Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Box Assignments, Washington, D.C. 20231, this 4th day of October 2001.



JOSEPH J. SERRITELLA