

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Inspired Studios, Inc.	FORMERLY Peter Pan Industries, Inc.	08/01/2006	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Israel Discount Bank of New York
Street Address:	511 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 88

Property Type	Number	Word Mark
Registration Number:	1886636	GEMSTONE GEENIES
Registration Number:	1473188	PETER PAN
Registration Number:	1992748	21 DAY JUMP START PROGRAM
Registration Number:	1942485	70 OUNCES OF GOLD
Registration Number:	2032619	AMBASSADOR SOFTWARE
Registration Number:	2022549	ANGELIC LIGHT
Registration Number:	2032832	FANTASY FACTORY
Registration Number:	2036144	HIT THE SPOT
Registration Number:	2089939	HIT THE SPOT
Registration Number:	1925188	JA
Registration Number:	2088374	KITSCH KASSEROLE
Registration Number:	2246544	LA CASA
Registration Number:	1673119	MUGS-N-TOPS
Registration Number:	1790161	PARADE

CH \$2215.00 1886636

Registration Number:	2124081	PARADE SOFTWARE
Registration Number:	1460040	PETER PAN
Registration Number:	1790222	PETER PAN
Registration Number:	1831779	PETER PAN
Registration Number:	2044204	PETER PAN SOFTWARE
Registration Number:	2112116	PIZZA DISC
Registration Number:	0868200	POWER
Registration Number:	1690570	PPI ENTERTAINMENT GROUP
Registration Number:	1938377	SENSUOUS SAX
Registration Number:	1966374	THE FIT PRICE
Registration Number:	2209422	THE METHOD
Registration Number:	2211460	THE SOFT PRICE
Registration Number:	1936439	TRIMWALK
Registration Number:	1787288	TROLLIES
Registration Number:	2241136	COMPOSE TROPICO
Registration Number:	1803147	COMPOSE
Registration Number:	0851929	CURRENT
Registration Number:	2090590	DANCE FEVER
Registration Number:	1383815	KASEN
Registration Number:	0854624	MOUNTAIN DEW
Registration Number:	2492697	OPTIMIZER
Registration Number:	2405721	PROM RECORDS
Registration Number:	2492721	QUICKFIX
Registration Number:	1523562	RAVES
Registration Number:	2474548	THE METHOD
Registration Number:	0828575	TIFTON
Registration Number:	1968936	TINKERBELL
Registration Number:	2309255	XTRALITE
Serial Number:	75180989	BIKER BILL
Serial Number:	76187127	BODY BY CHOICE
Serial Number:	76186974	BODY BY CHOICE
Serial Number:	76226004	CURRENT
Serial Number:	76226006	CURRENT
Serial Number:	76226007	EMERGENCY WORKOUT
Serial Number:	75562866	EMPOWER

Serial Number:	74146499	FOXY
Serial Number:	74485680	JA REGGAE
Serial Number:	74021621	LAMBADA BAILAR
Serial Number:	76156717	LIFEFORCE DYNAMICS
Serial Number:	76187126	MAXIMIZER
Serial Number:	75275580	MENEO
Serial Number:	76187154	MINNAMIZER
Serial Number:	76243328	NEW METHOD
Serial Number:	76243329	ORIGINAL METHOD
Serial Number:	74558861	PETER PAN
Serial Number:	75563245	PETER PAN PRESS
Serial Number:	75069422	PIG TV
Serial Number:	76198214	PLANET WORKOUT
Serial Number:	76198215	PLANET WORKOUT
Serial Number:	75275581	PRIMERO
Serial Number:	76205055	QUICKFIX
Serial Number:	76228998	QUICKFIX BLENDER
Serial Number:	76226005	QUICKFIX
Serial Number:	76156718	SCOOTZ
Serial Number:	74290758	TENNIS FOR TOTS
Serial Number:	75491927	THE METHOD
Serial Number:	74266871	TROLLIES TRIPLETES
Serial Number:	74266870	TROLLIES TROLL PETS
Serial Number:	74262253	TROLLKINS
Serial Number:	74364349	TROUBLE TROLLIES
Serial Number:	74417351	ULTIMATE ABS
Serial Number:	75739551	UWF
Serial Number:	76187125	WORKOUT EMERGENCY
Serial Number:	76198216	WORKOUT PLANET
Serial Number:	76198217	WORKOUT PLANET
Serial Number:	75739550	BOUNCE
Serial Number:	74546589	POWER
Serial Number:	72129895	DIPLOMAT
Serial Number:	72278321	PETER PAN
Serial Number:	74417357	SOAP STAR WORKOUT

Serial Number:	75585734	MINDSET
Registration Number:	0855568	PETER PAN
Registration Number:	2070111	POWER TOOLS
Serial Number:	75739552	URBAN WRESTLING FEDERATION

CORRESPONDENCE DATA

Fax Number: (202)739-3001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-739-5652

Email: chowell@morganlewis.com

Correspondent Name: Cathrerine R. Howell, Paralegal

Address Line 1: 1111 Pennsylvania Ave., N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	069239-0001
NAME OF SUBMITTER:	Catherine R. Howell, Paralegal
Signature:	/Catherine R. Howell/
Date:	10/26/2007

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, (i) INSPIRED STUDIOS, INC., F/K/A PETER PAN INDUSTRIES, INC. D/B/A INSPIRED CORPORATION, (ii) INSPIRED DISTRIBUTION, LLC, (iii) INSPIRED PRODUCTIONS, LLC, (iv) PETER PAN MUSIC PUBLISHING, LLC, (v) 88 ST. FRANCIS, INC. and (vi) ENERGISTIC PRODUCTS LIMITED LIABILITY COMPANY (collectively, the “Pledgors”) now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of August 1, 2006 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), between Israel Discount Bank of New York (“Lender”) and Peter Pan Industries, Inc. D/B/A Inspired Corporation (the “Borrower”), the Lender agreed to make loans to the Borrower. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement; and

WHEREAS, pursuant to the terms of the Credit Agreement, Pledgors have granted to the Lender a security interest in and to all personal property of Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors’ Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations; and

WHEREAS, the Lender and the Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgors do hereby grant to the Lender (for the benefit of itself and the Lender), as security for the Obligations, a continuing security interest in all of Pledgors right, title and interest in, to and under the following (all of the following items (i) through (iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of Pledgors:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by Pledgors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Pledgors agree to deliver updated copies of Schedule A and Schedule B to the Lender at the end of any quarter in which Pledgors register or otherwise adopt or acquire any Trademark not listed on Schedule A hereto or enter into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of Pledgors, such further instruments or documents (in form and substance reasonably satisfactory to the Lender), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Lender, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Lender, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Lender granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Loan Documents in the Trademark Collateral or any portion thereof.

Pledgors agree that (i) if any Person shall do or perform any act(s) which the Lender believes constitute an infringement of any Trademark, or violate or infringe any right therein of Pledgors, the Lender or (ii) if any Person shall do or perform any acts which the Lender reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event (unless such Pledgor shall itself commence actions reasonably satisfactory to the Lender in response to such acts), upon thirty (30) days' prior written notice to Pledgors (or if an Event of Default is at the time continuing, then without notice), the Lender may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Lender may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Lender may take

such steps or institute such suits or proceedings in its own name or in the name of Pledgors or in the names of the parties jointly. The Lender hereby agrees to give Pledgors notice of any steps taken, or any suits or proceedings instituted, by the Lender pursuant to this paragraph and Pledgors agree to assist the Lender with any steps taken, or any suits or proceedings instituted by the Lender pursuant to this paragraph at Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Credit Agreement. Pledgors and the Lender do hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all commitments to make Advances under the Credit Agreement have terminated and all Obligations have been indefeasibly paid in full and performed, the Lender shall promptly execute and deliver to Pledgors, at Pledgors expense, without representation (other than with respect to liens upon such released collateral in favor of the Lender), warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Lender in the Trademark Collateral, subject to any disposition thereof which may have been made by the Lender pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Lender will provide notice(s) required by Section 8.4 of the Credit Agreement in connection with any enforcement of its rights against any of the Trademark Collateral, to the extent applicable.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Loan Documents to which it is a party, Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Loan Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

This Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Pledgorss have caused this Trademark Security Agreement to be duly executed as of October 23, 2007.

PLEDGORS:

INSPIRED STUDIOS, INC. F/K/A
PETER PAN INDUSTRIES, INC. D/B/A
INSPIRED CORPORATION


INSPIRED DISTRIBUTION, LLC

INSPIRED PRODUCTIONS, LLC

PETER PAN MUSIC PUBLISHING, LLC

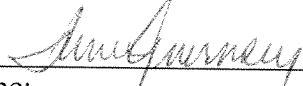
88 ST. FRANCIS, INC.


ENERGISTIC PRODUCTS LIMITED
LIABILITY COMPANY

By 
Name: President & CEO
Title: Randall Kasen

ACCEPTED:

ISRAEL DISCOUNT BANK OF NEW YORK,
as Lender

By 
Name: Lucie L. Guernsey
Title: Senior Vice President

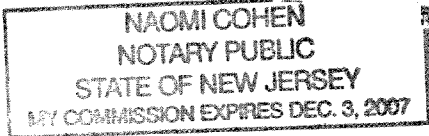
By 
Name: DAVID A. ACOSTA
Title: FIRST VICE PRESIDENT

STATE OF New Jersey)
COUNTY OF Morris) SS.

On Oct. 24, 2007 before me, Naomi Cohen, Notary Public,
personally appeared DONALD KASEN, personally known to me or
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Naomi Cohen
SIGNATURE OF NOTARY



[SEAL]

Schedule A
to Trademark Security Agreement

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
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[SEE ATTACHED]

75180989	75/180.989	BIKER BILL	11/26/1999	15-Oct-98	PETER PAN INDUSTRIES
76187127		BODY BY CHOICE	3/26/2000	14-Dec-01	PETER PAN INDUSTRIES
76186974		BODY BY CHOICE - BOOKS	8/20/2002	14-Dec-01	PETER PAN INDUSTRIES
76226004		CURRENT - SPORT DRINKS	5/21/2002	05-Feb-01	PETER PAN INDUSTRIES
76226006		CURRENT - VITAMINS ETC	7/10/2002	22-Mar-01	PETER PAN INDUSTRIES
76228007		EMERGENCY WORKOUT	2/6/2002	21-Mar-01	PETER PAN INDUSTRIES
75662866		EMPOWER	7/10/2003	01-Oct-98	PETER PAN INDUSTRIES
74146499		FOXY	11/23/1993	08-Mar-91	PETER PAN INDUSTRIES
74338836	1.886.636	GEMSTONE GEENIES	12/29/1994	15-Mar-93	PETER PAN INDUSTRIES
		GYMME JAM	9/3/2004		PETER PAN INDUSTRIES
74485680		JA REGGAE	12/21/1995	02-Feb-94	PETER PAN INDUSTRIES
76275582		LA PLAYA	11/27/1999	16-Apr-97	PETER PAN INDUSTRIES
74021621		LAMBADA BAILAR	12/11/1990	23-Jan-90	PETER PAN INDUSTRIES
76156717		LIFEFORCE DYNAMICS	12/8/2002	31-Oct-01	PETER PAN INDUSTRIES
76187126		MAXIMIZER	3/26/2002	14-Dec-01	PETER PAN INDUSTRIES
75275580		MENEO	11/27/1999	16-Apr-87	PETER PAN INDUSTRIES
75585734		MINDSET	1/3/2002	09-Nov-98	PETER PAN INDUSTRIES
76187154		MINNAMIZER	11/22/2002	24-Dec-00	PETER PAN INDUSTRIES
76243328		NEW METHOD	4/8/2002	18-Apr-01	PETER PAN INDUSTRIES
		NO EXCUSES - RECORD & BOOK	3/5/2004		PETER PAN INDUSTRIES
76243329		ORIGINAL METHOD	4/8/2002	18-Apr-01	PETER PAN INDUSTRIES
73258856	1473188	PETER PAN - DINNERWARE	7/25/1994	19-Sep-85	PETER PAN INDUSTRIES
74588861		PETER PAN - HOOKS AND HANGERS	10/12/1995	09-Aug-84	PETER PAN INDUSTRIES
75663245		PETER PAN PRESS	4/20/2001	01-Oct-98	PETER PAN INDUSTRIES
75069422		PIG TV	2/19/2000	08-Mar-96	PETER PAN INDUSTRIES
76198214		PLANET WORKOUT - BOOKS	12/19/2002	18-Sep-01	PETER PAN INDUSTRIES
76198215		PLANET WORKOUT - RECORDS	6/12/2002	26-Mar-02	PETER PAN INDUSTRIES
75275581		PRIMERO	7/6/1998	16-Apr-97	PETER PAN INDUSTRIES
76205055		QUICKFIX - VITAMINS ETC	6/12/2002	05-Feb-01	PETER PAN INDUSTRIES
76228998		QUICKFIX BLENDER	7/16/2002	22-Mar-01	PETER PAN INDUSTRIES
76226005		QUICKFIX SPORT DRINKS	9/25/2001	16-Mar-01	PETER PAN INDUSTRIES
76156718		SCOOTZ	5/21/2002	31-Oct-01	PETER PAN INDUSTRIES
74290758		TENNIS FOR TOTS	2/5/1994	10-Dec-92	PETER PAN INDUSTRIES
75491827		THE METHOD (Merchandise Line)	9/9/2001		PETER PAN INDUSTRIES

74266871	TROLLIES TRIPLIETTES	8/23/1994	10-Dec-82	PETER PAN INDUSTRIES
74266870	TROLLIES TROLL PETS	12/30/1993	10-Dec-82	PETER PAN INDUSTRIES
74262253	TROLLKINS	6/24/1992	03-Apr-82	PETER PAN INDUSTRIES
74364349	TROUBLE TROLLIES - TOYS AND DOLLS	6/8/1994	03-Mar-83	PETER PAN INDUSTRIES
74417351	ULTIMATE ABS	8/16/1995	28-Jul-83	PETER PAN INDUSTRIES
75739552	URBAN WRESTLING FEDERATION	9/22/2001	29-Jun-98	PETER PAN INDUSTRIES
76739551	UWF	9/22/2002	29-Jun-99	PETER PAN INDUSTRIES
76187125	WORKOUT EMERGENCY	11/1/2001	14-Dec-01	PETER PAN INDUSTRIES
76198216	WORKOUT PLANET	6/12/2002	26-Mar-01	PETER PAN INDUSTRIES
76198217	WORKOUT PLANET - BOOK	12/19/2002	18-Sep-01	PETER PAN INDUSTRIES
74648976	21 DAY JUMP START PROGRAM	5/17/2003	20-Mar-95	PETER PAN INDUSTRIES
74693561	70 OUNCES OF GOLD	9/21/2002	01-Nov-94	PETER PAN INDUSTRIES
74559395	AMBASSADOR SOFTWARE	10/25/2003	10-Aug-84	PETER PAN INDUSTRIES
74647875	ANGELIC LIGHT	9/13/2003	10-Dec-86	PETER PAN INDUSTRIES
75275583	COMPOSE TROPICO	1/28/2006	20-Apr-89	PETER PAN INDUSTRIES
74846943	FANTASY FACTORY	10/25/2003	01-Jul-86	PETER PAN INDUSTRIES
74667898	HIT THE SPOT	11/8/2003	01-May-85	PETER PAN INDUSTRIES
75040220	HIT THE SPOT - BEAUTY AIDS	5/25/2004	04-Jan-96	PETER PAN INDUSTRIES
74546585	JA	7/20/2002	07-Jul-94	PETER PAN INDUSTRIES
75075790	KITSCH KASSEROLE	5/15/2004	20-Mar-96	PETER PAN INDUSTRIES
75275579	LA CASA	2/25/2006	16-Apr-97	PETER PAN INDUSTRIES
74146481	MUGS-N-TOPS	7/27/1998	08-Mar-91	PETER PAN INDUSTRIES
73769540	PARADE	6/5/2004	15-Dec-88	PETER PAN INDUSTRIES
74554749	PARADE SOFTWARE	9/25/2004	22-Jul-94	PETER PAN INDUSTRIES
73649869	PETER PAN - BOOKS	4/11/1994	17-Mar-87	PETER PAN INDUSTRIES
74344682	PETER PAN - RECORDS	6/5/2004	30-Dec-82	PETER PAN INDUSTRIES
74344681	PETER PAN & DESIGN	1/22/2005	30-Dec-92	PETER PAN INDUSTRIES
74554750	PETER PAN SOFTWARE	12/13/2003	22-Jul-84	PETER PAN INDUSTRIES
76180996	PIZZA DISC	8/14/2004	16-Oct-86	PETER PAN INDUSTRIES
72310936	POWER	3/13/2004	30-Oct-88	PETER PAN INDUSTRIES
74146480	PPI ENTERTAINMENT GROUP	3/6/2003	02-Jun-92	PETER PAN INDUSTRIES
74594182	SENSUOUS SAX	8/3/2002	02-Nov-94	PETER PAN INDUSTRIES
74589915	THE FIT PRICE	1/11/2003	24-Oct-94	PETER PAN INDUSTRIES
75077402	THE METHOD	9/11/2005	22-Mar-86	PETER PAN INDUSTRIES

TRADEMARK

REEL: 003648 FRAME: 0490

75113814	2211460	THE SOFT PRICE	9/17/2005	04-Jun-86	PETER PAN INDUSTRIES
74493609	1936439	TRIMWALK	8/24/2002	23-Feb-94	PETER PAN INDUSTRIES
74268668	1787288	TROLLIES	5/15/2004	16-Apr-82	PETER PAN INDUSTRIES
72266573	850308	TINKERBELL	9/15/1995		PETER PAN INDUSTRIES
75739550	75739550	AMBASSADOR	12/31/1998	30-Apr-65	PETER PAN INDUSTRIES
72217802	1.803.147	BOUNCE - RECORDS	4/11/2000	29-Jun-89	PETER PAN INDUSTRIES
72267200	851929	COMPOSE	4/26/1986	09-Nov-83	PETER PAN INDUSTRIES
75050855	2090590	CURIOUS KIDS	12/6/2005		PETER PAN INDUSTRIES
73558043	1383815	CURRENT	7/2/1988		PETER PAN INDUSTRIES
72272324	854624	DANCE FEVER	8/25/1987	02-Jul-68	PETER PAN INDUSTRIES
76181075	2492697	KASEN (dinnerware)	9/13/1991	25-Jan-96	PETER PAN INDUSTRIES
72278321	855568	MOUNTAIN DEW	8/13/1988	21-Jun-85	PETER PAN INDUSTRIES
74546589	75.546.589	OPTIMIZER	9/25/2001	19-May-67	PETER PAN INDUSTRIES
74364348	2070111	PETER PAN - RECORDS	8/27/1988		PETER PAN INDUSTRIES
76751604	2405721	POWER	4/15/1989	15-Aug-67	PETER PAN INDUSTRIES
76204923	2492721	POWER TOOLS	2/11/2004	07-Jul-94	PETER PAN INDUSTRIES
73632695	1523562	PROM RECORDS	11/2/2000	03-Mar-83	PETER PAN INDUSTRIES
75980678	2474548	QUICKFIX	9/25/2001	15-Jul-99	PETER PAN INDUSTRIES
72234153	828575	RAVES	2/10/1995	05-Feb-01	PETER PAN INDUSTRIES
74568862	1968936	TERRORVISION - RECORDS	8/23/2005	28-Nov-86	PETER PAN INDUSTRIES
75610694	2309255	THE METHOD	7/31/2001		PETER PAN INDUSTRIES
72129896	738661	TIFTON	5/9/1987	07-Dec-65	PETER PAN INDUSTRIES
72278321	855568	TINKERBELL	6/18/2002	09-Aug-94	PETER PAN INDUSTRIES
74417357		XTRALITE	1/18/2000	21-Dec-98	PETER PAN INDUSTRIES
		TERRORVISION	3/1/2006		PETER PAN INDUSTRIES
		DIPLOMAT		30-Oct-88	PETER PAN INDUSTRIES
		HUMPTY DUMPTY		30-Apr-65	PETER PAN INDUSTRIES
		SOAP STAR WORKOUT		26-Jul-93	PETER PAN INDUSTRIES

Schedule B
to Trademark Security Agreement

TRADEMARK LICENSES

1-NY/2108225.2

RECORDED: 10/26/2007

**TRADEMARK
REEL: 003648 FRAME: 0492**