

GUARANTY

THIS GUARANTY ("Guaranty") is made and entered into this ___ day of June, 2005, by The Upper Deck Company, a Nevada corporation ("Guarantor"), for the benefit of Warren J. Martin ("Seller") in connection with that certain Asset Purchase Agreement of even date herewith (the "Agreement") between Seller and FSB Acquisition Company, LLC ("Buyer"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

RECITALS:

WHEREAS, Seller and Buyer have entered into that certain Agreement pursuant to which Buyer has agreed to purchase from Seller the Purchased Assets subject to and in accordance with the terms thereof; and

WHEREAS, Buyer is a newly formed Nevada limited liability company and an affiliate of Guarantor, and Guarantor stands to benefit from Seller's entering into the Agreement with Buyer; and

WHEREAS, as a condition and inducement to the execution and delivery of the Agreement, Guarantor has agreed to guarantee certain obligations of the Buyer;

NOW, THEREFORE, in consideration of the mutual premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor hereby agrees as follows:

1. Guarantor confirms that the representations and warranties of Buyer in the Agreement are true and correct as of the date hereof and as of the Closing Date and that all representations and warranties of Buyer in the Buyer Transaction Documents shall be true and correct when made.
2. Guarantor agrees to cause Buyer to comply with all of the provisions of the Agreement applicable to the Buyer and shall comply with all provisions of the Agreement that relate to Guarantor.
3. Guarantor absolutely guarantees the complete and timely payment and performance of all liabilities and obligations of Buyer as, when and if the same are due under the Agreement and the Buyer Transaction Documents and agrees to indemnify and hold harmless Seller from and against any breach of any representation, warranty or covenant by Buyer or any other failure of Buyer to pay or perform any of its liabilities or obligations under the Agreement or any Buyer Transaction Document to the extent and if the same are due and owing.
4. All provisions of this Guarantee shall survive the termination of this Agreement unless Buyer terminates the Agreement as provided in this Agreement.

5. Without limiting the generality of the foregoing, Guarantor agrees to be bound by the confidentiality provisions set forth in Section 13.2 of the Agreement as if Guarantor were a direct party thereto.

6. Guarantor consents to any modifications of the Agreement which might hereinafter be entered into between Seller and Buyer, or their successors and assigns, without notice to Guarantor and without affecting any liability or obligation of Guarantor hereunder.

7. This Guaranty shall be binding upon Guarantor, its successors and assigns, and shall inure to the benefit of the Seller, and his successors and assigns. In the event that for any reason one or more of the provisions of this Guaranty or their application to any person or circumstance shall be held to be invalid, illegal or unenforceable in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in all such other respects and to such extent as may be permissible. In addition, any such invalidity, illegality or unenforceability shall not affect any other provision hereof, but this Guaranty shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered personally, (b) when transmitted by facsimile (transmission confirmed), (c) on the fifth Business Day following mailing by registered or certified mail (return receipt requested), or (d) on the next Business Day following deposit with an overnight delivery service of national reputation, to the parties at the following addresses and facsimile numbers (or at such other address or facsimile number for a party as may be specified by like notice):

If to Guarantor:

The Upper Deck Company
985 Trade Drive
Suite A
North Las Vegas, NV 89030
Attn: Office of the President

with a copy to:

Liner Yankelevitz Sunshine & Regenstreif LLP
1100 Glendon Ave., 14th Floor
Los Angeles, CA 90024-3503
Attention: Joshua B. Grode, Esq.
Facsimile: (310) 500-3501

If to Seller:

Warren J. Martin, Jr.
Prozio Bromberg & Newman, PC
100 Southgate Parkway

P.O. Box 1997
Morristown, NJ 07962
with a copy to:
Fox Rothschild, LLP
Princeton Pike Corporate Center
997 Lenox Drive, Building 3
Lawrenceville, New Jersey 08648-2311
Attn: Hal Baume, Esq.

9. This Guaranty, including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Nevada.

10. In addition to the guaranty of Buyer's obligations, Guarantor agrees to pay reasonable attorneys' fees and all other costs and expenses incurred by the Seller in enforcing this Guaranty in any action or proceeding arising out of, or relating to, this Guaranty.

11. This Guaranty contains the entire agreement of Guarantor with respect to the subject matter hereof and there are no promises, statements or representations of any kind or nature whatsoever other than those contained herein. The terms and provisions of this instrument may not be altered, modified, discharged or terminated orally or in any manner other than a written instrument executed by Guarantor and Seller.

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be executed the day and year first above written.

ATTEST:

GUARANTOR
THE UPPER DECK COMPANY

By: _____

Its: _____