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05-20-2003

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102451977

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

Submission Type

5-13-03

- [x] 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
- [x] Other Bill of Sale

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Fleet Capital Corporation

Execution Date Month Day Year: 3/14/01

Formerly:

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation
- [ ] Association
- [ ] Other
- [x] Citizenship/State of Incorporation/Organization: California

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Applause, LLC

DBA/AKA/TA:

Composed of:

Address (line 1): 6041 Variel Avenue,

Address (line 2):

Address (line 3): Woodland Hills (City) CA (State/Country) 91367 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [ ] Association
- [x] Other limited liability company
- [x] Citizenship/State of Incorporation/Organization: Delaware

[ ] 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.)*

05/16/2003 DBYRNE 00000106 131241 1233558
01 FC:8521 40.00 CH

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

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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 (310) 312-4000

Name Jill M. Pietrini, Esq.

Address (line 1) Manatt, Phelps & Phillips, LLP

Address (line 2) 11355 W. Olympic Boulevard

Address (line 3) Los Angeles, California 90064

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 5

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)		
			1,233,558		

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 40.00

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: # DA 131 241

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.

Jill M. Pietrini		5-12-03
Name of Person Signing	Signature	Date Signed

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RCWLW# 7

FILE

BILL OF SALE AGREEMENT

For value received, Fleet Capital Corporation, as agent for itself, LaSalle Bank, N.A., and The Prudential Insurance Company of America (jointly the "Lenders"), as secured party and pursuant to a UCC private sale of foreclosure, does hereby sell, transfer, and convey to Applause, L.L.C. a Delaware limited liability company ("Buyer"), pursuant to the California Commercial Code, the following described personal property of Applause, Inc. ("Applause"): all personal property subject to Lender's security interest as set forth in Exhibit A attached hereto, **excluding Applause's cash and deposit accounts (including without limitation, cash on deposit at LaSalle Bank, N.A., cash on deposit at Wells Fargo Bank (including (a) cash subject to the writ of attachment of plaintiff Fine Toy Company Limited in Fine Toy Company Limited v. Applause, Inc., etc., L.A.S.C. Case No. BC 245771, and (b) cash not subject to said writ of attachment), and cash on deposit at any other financial institution)** (collectively, "Property").

The above described Property has been sold by the Lenders in the exercise of their rights as secured parties under a security agreement made by Applause in favor of the Lenders. The Lenders are neither a manufacturer nor distributor of, nor dealer or merchant in, said Property.

Effective Date shall be the date on which the Buyer transfers the purchase price to Lenders.

The Lenders make no warranty of title, enforceability or collectability of said Property and no warranty that said Property is free of liens or claims in favor of others. In addition, the Lenders make no warranty of merchantability, quality or fitness or any other express or implied warranties or representations in respect to said Property, which Property is sold in an "AS IS, WHERE IS" condition, with all faults. There are no warranties which extend beyond the description on the face hereof. By acceptance of delivery of said Property, Buyer affirms that it has not relied on the Lenders' skill or judgment to select or furnish said Property for any particular purpose, and that the Lenders make no warranty that said Property is fit for any particular purpose and that there are no representations or warranties, expressed, implied or statutory, that extend beyond the description of said Property above set forth. Except as set forth below, Buyer further agrees and acknowledges that Lenders have made no representation or warranty and shall have no liability regarding (i) Lenders' ownership or interest in the Property, (ii) the right of the Buyer to acquire rights in, or to utilize, any of the Property, (iii) the right of the Buyer to compel the transfer into the Buyer's name of any of the Property, (iv) whether the Property actually exists, and if so, the quantity of the Property and (v) the value of the Property. The sale herein of the

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inventory Property is a sale for resale. Sales taxes or the like, if any, shall be the responsibility of Buyer.

Lenders represent that there has not been an assignment made or suffered against its rights in or under the loan documents that impair their ability to foreclose their security interest.

Lenders agree to execute and deliver such additional documents as may be reasonably necessary to achieve the substance of this Bill of Sale and the underlying transaction, provided the Lenders incur no expense in doing so.

This is a final and exclusive expression of the agreement of the Lenders and Buyer and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this agreement.

By acceptance of delivery of said Property, Buyer acknowledges that Buyer has either examined said Property, and the books and records relating thereto as fully as desired, or has been given the opportunity for such examination and has refused to make such examination.

In the event of any litigation regarding this Bill Of Sale Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs.

EACH OF THE PARTIES HERETO WAIVES THE RIGHT OF TRIAL BY JURY WITH RESPECT TO THIS BILL OF SALE AGREEMENT AND ANY CLAIM, IN CONTRACT, OR IN TORT, ARISING FROM OR RELATING THERETO.

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IN WITNESS WHEREOF, FLEET CAPITAL CORPORATION, AS AGENT, and BUYER have executed this instrument this 14 day of MARCH, 2001.

FLEET CAPITAL CORPORATION,
AS AGENT

By: _____

Its: Senior Vice President

BUYER

By: _____

Its: Chairman / CEO

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EXHIBIT A

The property of Applause subject to Lenders' security interest as described in the amended and restated Loan and Security Agreement dated as of September 9, 1997 in Section 5 which is sold by this Bill of Sale is described as any property subject to the Lenders' security interest including but not limited to

(i) Accounts;

(ii) Inventory (including, without limitation, the Disney Inventory);

(iii) Equipment (including, without limitation, motor vehicles);

(iv) General intangibles (including without limitation, all patents, copyrights, trademarks and trade names and license agreements subject to Lenders' security interest);

(v) All investment property (as defined in the Uniform Commercial Code as in effect in California), including but not limited to, securities and security entitlements;

(vi) To the extent applicable, any real property interest that is subject to Lenders' security interest;

(vii) All instruments and documents;

(viii) All accessions to, substitutions for, and all replacements, products and cash and non-cash proceeds of (i) through

(vii) above; including, without limitation, proceeds of and unearned premiums with respect to insurance policies insuring any of the collateral; and

(ix) All books and records including without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records of Applause pertaining to any of the above.

Excluded from the assets transferred is Applause's cash and deposit accounts (including without limitation the cash or rights set forth in the exclusion in the first paragraph of this Bill of Sale).

Any cash received or deposited in a deposit account of Applause on or after the Effective Date of the sale will be transferred to the Buyer (excluding the cash subject to the attachment referred to in the first paragraph of this Bill of Sale).

All of the property to be transferred pursuant to the Bill of Sale to which this Exhibit A is attached shall collectively be referred to as "Property".