

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	release of security interest
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The First National Bank of Chicago		05/24/1991	Bank:

RECEIVING PARTY DATA	
Name:	Kenner Parker Toys Inc.
Street Address:	50 Dunham Road
City:	Beverly
State/Country:	MASSACHUSETTS
Postal Code:	01915
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	1049294	ANOTHER FINE SUN CATCHER PRODUCT
Registration Number:	1042233	BAKIT BY NUMBER
Registration Number:	0870205	MAKIT & BAKIT
Registration Number:	1027385	MAKIT HANG
Registration Number:	1300726	SUNSCENTS
Registration Number:	1025749	MAKIT GLO

CORRESPONDENCE DATA	
Fax Number:	(617)646-8646
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-646-8000
Email:	lwtrademarks@wolfgreenfield.com
Correspondent Name:	Lisa W. Martin
Address Line 1:	600 Atlantic Avenue
Address Line 4:	Boston, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	Q0009.40000US00
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CH \$165.00 1049294

NAME OF SUBMITTER:

Kate Emerson

Total Attachments: 9

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RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT, dated as of May 24, 1991, is made by The First National Bank of Chicago, as Collateral Trustee under the Credit Agreement described below, having offices at One First National Plaza, Chicago, Illinois 60670 (the "Trustee").

WHEREAS, Kenner Parker Toys Inc., a Delaware corporation, having offices at 50 Dunham Road, Beverly, Massachusetts 01915, ("Kenner Parker"), entered into a Credit Agreement with the Trustee, the banks which are parties thereto and The First National Bank of Chicago (as one of such Banks and) as Agent, dated as of October 13, 1987 (the "Loan Agreement"), pursuant to which Kenner Parker incurred certain Secured Obligations (as defined in the Loan Agreement); and

WHEREAS, as security for performance by the Company of the Secured Obligations, Kenner Parker entered into a Collateral Patent, Trademark, Copyright and License Security Agreement and Assignment with the Trustee dated as of October 13, 1987 (the "Security Agreement") pursuant to which Kenner Parker granted to the Trustee a security interest in its patents, patent applications, trademarks, trademark applications, trade names, goodwill, copyrights and proprietary rights licenses as described therein (collectively, the "Collateral"); and

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on January 7, 1988, on the Patent Assignment records on Reel 5271, Frames 001-101 and on the Trademark Assignment records on Reel 0701, Frames 001-107 (a copy of which is attached hereto as Exhibit I) and was recorded with the U.S. Copyright Office on January 3, 1988, Volume 2426, Pages 57-167 (a copy of which is attached as Exhibit II); and

WHEREAS, subsequent to the execution and delivery of the Loan Agreement and the Security Agreement, on July 5, 1988 Kenner Parker merged with and into Tonka Corporation, a Minnesota corporation, having offices at Interchange North Building, 300 South Highway 169, St. Louis Park, Minnesota 55426-1112 (the "Company") and, as a result of this merger the Company became the owner, by operation of law, of all of Kenner Parker's rights, title and interest in and to the Collateral and became the successor-in-interest to the Company;

WHEREAS, substantially all of the Secured Obligations have been paid or otherwise satisfied and the Company and the Trustee have agreed to terminate the Security Agreement and the Trustee has agreed to release its security interests in and to the

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Collateral and to reassign to the Company any and all right, title and interest the Trustee has in and to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Trustee hereby releases its security interest in, and hereby reassigns, transfers and conveys to the Company, all right, title and interest which the Trustee has, if any, in and to the Collateral, such Collateral being described as follows:

(i) all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, those patents listed on Schedule A, attached hereto and made a part hereof, and any reissues, divisions, continuations and continuations-in-part thereof (the "Patents"), and (a) all income, and/or royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (b) all rights to sue for past, present and future infringements thereof, and (c) all rights corresponding thereto throughout the world;

(ii) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, trademark registrations and applications for registration, now owned or hereafter acquired by the Companies, including, without limitation, the trademarks and applications listed on Schedule B, attached hereto and made a part hereof, together with the goodwill of the business connected with the use of, and symbolized by, the foregoing, and all renewals thereof (the "Trademarks"), and (a) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (b) all rights to sue for past, present and future infringements thereof, and (c) all rights corresponding thereto throughout the world;

(iii) copyrights, registered or unregistered statutory or common law, in and to the works set forth in Schedule C attached hereto and made a part hereof, including all registrations and applications therefor and all rights to sue and recover for past infringement thereof and any renewals or extensions of the registrations therefor that may be secured

RE 1323 RME208

under the laws now or hereafter in effect in the United States or any other country or countries, and all license agreements covering the Copyrights, and all proceeds therefrom (individually or collectively referred to as the "Copyrights"); and

(iv) license agreements whether covering Patents, Trademarks or Copyrights with any other party authorizing sales, manufacturing or use within the United States, whether the Companies are licensors or licensees under any such license agreements, including, without limitation, the licenses listed on Schedule D, attached hereto and made a part hereof.

2. Pursuant to paragraph 8 of the Security Agreement, the Trustee agrees that it will execute such further documents as may be reasonably requested by the Company to release the security interest created by the Security Agreement and to reassign to the Company all of the Trustee's interest, if any, in and to the Collateral.

3. This Release and Reassignment is delivered to the Company and is for the benefit of the Company and its successors and assigns.

4. This Release and Reassignment terminates Security Agreement in its entirety and the Trustee and successors and assigns shall hereafter have no claim, right or interest in and to the Collateral under the Security Agreement.

IN WITNESS WHEREOF, the Trustee has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

THE FIRST NATIONAL BANK OF CHICAGO,
As Collateral Trustee

By: Richard T. Jones
Richard T. Jones

Title: VICE PRESIDENT

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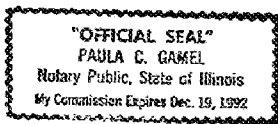
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 24th day of May, 1991, before me personally appeared Richard T. Jones, to me known to be the individual who executed the foregoing instrument and who acknowledged to me that he executed the same as a duly authorized officer of The First National Bank of Chicago, as Collateral Trustee.

Paula C. Gamel
Notary Public

Cook County, State of Illinois

My Commission Expires: _____



ME 1323 RNR210
TRADE MARK

KENNER PARKER TOYS INC.
SCHEDULE B
UNITED STATES TRADEMARK
REGISTRATIONS AND APPLICATIONS
(Pages 1 through 38)

REEL 1323 FRAME 211
TRADE MARK

PAGE	MARK NAME	COUNTRY	REG NUMBER	REG DATE	CLASS & TRADEMARK STATUS	REGISTRANT NAME
4	KY.	UNITED STATES	1261686	06/07/83	22 REGISTERED	CPG Products Corp
	TAKE-A-PART ENGINE					
	A WEST O ROCKS ROBINS	UNITED STATES	1185982	01/12/82	22 28 REGISTERED	CPG Products Corp
	A T WHEELER	UNITED STATES	1291322	02/21/84	22 28 REGISTERED	KENNER PARKER TOYS INC.
	ACE RECKLOD	UNITED STATES	1389232	04/05/86	22 28 REGISTERED	KENNER PARKER TOYS INC.
	ACE RIKER	UNITED STATES	1395022	05/27/86	22 28 REGISTERED	KENNER PARKER TOYS INC.
	ADVANCE TO BOARDWALK	UNITED STATES	1381571	02/04/86	22 28 REGISTERED	KENNER PARKER TOYS INC.
	ALEX	UNITED STATES	1276395	05/01/84	22 28 REGISTERED	KENNER PARKER TOYS INC.
	ALEX SECTOR	UNITED STATES	1346471	07/02/85	22 28 REGISTERED	KENNER PARKER TOYS INC.
	ALL THAT GLITTERS	UNITED STATES	1190939	06/01/82	22 28 REGISTERED	KENNER PARKER TOYS INC.
	ALL THE KING'S HEN	UNITED STATES	1124108	02/14/79	22 28 REGISTERED	CPG Products Corp
	ALPHAZET SOUP	UNITED STATES	1191244	03/02/82	22 28 REGISTERED	KENNER PARKER TOYS INC.
*	ANOTHER FINE SLIMCATCHER PRODUK	UNITED STATES	1069294	09/28/76	22 14 REGISTERED	KENNER PARKER TOYS INC.
	ANYTHING GOES	UNITED STATES	1181309	12/08/81	38 28 REGISTERED	CPG Products Corp
	ARBA	UNITED STATES	1344642	10/08/83	22 28 REGISTERED	KENNER PARKER TOYS INC.
	ARTHUR DAY	UNITED STATES	1171483	09/29/81	22 28 REGISTERED	KENNER PARKER TOYS INC.
	AVENUE ACE	UNITED STATES	1170433	09/22/81	22 28 REGISTERED	KENNER PARKER TOYS INC.
	BABY ALIVE	UNITED STATES	979520	02/11/76	22 22 REGISTERED	KENNER PARKER TOYS INC.
	BABY BEACH	UNITED STATES	1196338	05/25/82	28 REGISTERED	KENNER PARKER TOYS INC.
	BABY BLUE	UNITED STATES	1267296	02/16/84	22 28 REGISTERED	KENNER PARKER TOYS INC.
	BABY CASCADE	UNITED STATES	1219287	12/07/82	22 28 REGISTERED	KENNER PARKER TOYS INC.
				22		

REEL 323 FRAME 12
TRADE MARK

PAGE 2
 NAME COUNTRY REG NUMBER REG DATE CLASS & TRADEMARK STATUS REGISTRANT NAME
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NAME	COUNTRY	REG NUMBER	REG DATE	CLASS & TRADEMARK STATUS	REGISTRANT NAME
BABY CORTNEY	UNITED STATES	1226310	05/07/85	22 REGISTERED	KENNER PARKER TOYS INC.
BABY PINELLA	UNITED STATES	1264677	07/05/85	22 REGISTERED	KENNER PARKER TOYS INC.
BABY FLOTTEN	UNITED STATES	1332447	04/23/85	22 REGISTERED	KENNER PARKER TOYS INC.
BABY PEARL	UNITED STATES	1261090	12/13/83	22 REGISTERED	KENNER PARKER TOYS INC.
BABY SCALE	UNITED STATES	1219292	12/07/82	22 REGISTERED	KENNER PARKER TOYS INC.
BABY SEAMINGA	UNITED STATES	1219293	12/07/82	22 REGISTERED	KENNER PARKER TOYS INC.
BABY SUNF	UNITED STATES	1196339	05/25/82	22 REGISTERED	KENNER PARKER TOYS INC.
BABY SWIRL	UNITED STATES	1332446	04/23/85	22 REGISTERED	KENNER PARKER TOYS INC.
BABY WHIRL	UNITED STATES	1334309	05/07/85	22 REGISTERED	KENNER PARKER TOYS INC.
BABY'S FIRST TOOTH	UNITED STATES	1233748	04/05/85	22 REGISTERED	CPG Products Corp
BACKLASH	UNITED STATES	1348293	07/09/85	22 REGISTERED	KENNER PARKER TOYS INC.
BAD BIRD	UNITED STATES	1268510	08/16/83	22 REGISTERED	KENNER PARKER TOYS INC.
BAD LAMPS	UNITED STATES	1295084	10/04/85	22 REGISTERED	KENNER PARKER TOYS INC.
BAKIT BY RUBBER	UNITED STATES	1042233	06/29/76	14 REGISTERED	KENNER PARKER TOYS INC.
BALLETINA BLOOM	UNITED STATES	1221047	12/21/82	22 REGISTERED	KENNER PARKER TOYS INC.
BANG SHOT	UNITED STATES	1191243	03/02/82	22 REGISTERED	CPG Products Corp
BARKY TREYOT	UNITED STATES	1046469	08/17/76	22 REGISTERED	CPG Products Corp
BATHTIME BABY	UNITED STATES	1225184	01/25/83	22 REGISTERED	KENNER PARKER TOYS INC.
BATTLE AT BRAWLING PASS	UNITED STATES	1227406	02/15/83	22 REGISTERED	CPG PRODUCTS CORP.
BATTLE BRAGGERS	UNITED STATES	1396977	06/16/84	22 REGISTERED	KENNER PARKER TOYS INC.
BATTLE BRIGGS	UNITED STATES	1278869	03/13/84	22 REGISTERED	KENNER PARKER TOYS INC.

REEL 1323 FRAME 213
 TRADE MARK

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MARK NAME	COUNTRY	REG NUMBER	REG DATE	CLASS #	TRADEMARK STATUS	REGISTRANT NAME
LEMON PEEL	UNITED STATES	1230927	03/08/83	22	REGISTERED	KENNER PARKER TOYS INC.
LEMONADE STAND	UNITED STATES	1126969	09/11/79	22	REGISTERED	CPE Products Corp
LESION	UNITED STATES	1483422	07/15/86	22	REGISTERED	KENNER PARKER TOYS INC.
LIT'L LOGGERS AND DESIGN	UNITED STATES	1280801	06/05/84	22	REGISTERED	KENNER PARKER TOYS INC.
LIT'L LOGGERS	UNITED STATES	1256114	10/11/83	22	REGISTERED	KENNER PARKER TOYS INC.
LIFTER	UNITED STATES	1363572	10/01/85	22	REGISTERED	KENNER PARKER TOYS INC.
LITTLE HAND FULLS	UNITED STATES	1247168	08/02/83	22	REGISTERED	KENNER PARKER TOYS INC.
LIVE ACTION LIFT	UNITED STATES	1290521	09/06/83	22	REGISTERED	KENNER PARKER TOYS INC.
LOCH HERF BOWSTERS	UNITED STATES	1292451	02/28/84	22	REGISTERED	KENNER PARKER TOYS INC.
LOMI	UNITED STATES	1190129	02/16/82	22	REGISTERED	KENNER PARKER TOYS INC.
LOVELY LAVENDER	UNITED STATES	1171489	00/29/81	22	REGISTERED	KENNER PARKER TOYS INC.
LUIS MERMARQUEZ	UNITED STATES	1262996	06/21/83	22	REGISTERED	CPE Products Corp
LUIS MERA	UNITED STATES	1262995	06/21/83	22	REGISTERED	CPE Products Corp
MAGNIFY MOVIE	UNITED STATES	1253095	10/04/83	22	REGISTERED	KENNER PARKER TOYS INC.
MAJESTIC	UNITED STATES	1410785	09/23/86	22	REGISTERED	KENNER PARKER TOYS INC.
MAKE A MILLION	UNITED STATES	312019	04/10/34	22	REGISTERED	KENNER PARKER TOYS INC.
MAKIT & BAKIT	UNITED STATES	870205	05/27/69	20	REGISTERED	KENNER PARKER TOYS INC.
MAKIT GLO	UNITED STATES	1828749	11/25/75	30	REGISTERED	KENNER PARKER TOYS INC.
MAKIT HANG	UNITED STATES	1027383	12/16/75	30	REGISTERED	KENNER PARKER TOYS INC.
MAN AND MACHINE	UNITED STATES	1434346	10/21/86	30	REGISTERED	KENNER PARKER TOYS INC.
MARINA	UNITED STATES	1451283	03/03/1987	22	REGISTERED	KENNER PARKER TOYS INC.
MASK	UNITED STATES	1363595	10/01/85	22	REGISTERED	KENNER PARKER TOYS

TRADE MARK

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MARK NAME COUNTRY REG NUMBER REG DATE CLASS & TRADEMARK STATUS REGISTRANT NAME

MARK NAME	COUNTRY	REG NUMBER	REG DATE	CLASS & TRADEMARK STATUS	REGISTRANT NAME
STREET FREAKER	UNITED STATES	1170434	09/22/81	28 REGISTERED	KEMNER PARKER TOYS INC.
STREET THUNDER	UNITED STATES	1265106	01/24/84	22 REGISTERED	KEMNER PARKER TOYS INC.
STRETCH MONSTER	UNITED STATES	1068219	06/21/77	28 REGISTERED	KEMNER PARKER TOYS INC.
STRIKER	UNITED STATES	1354444	08/13/85	28 REGISTERED	KEMNER PARKER TOYS INC.
STUNTS INC	UNITED STATES	1253097	10/06/83	28 REGISTERED	KEMNER PARKER TOYS INC.
SUIT YOURSELF	UNITED STATES	1159303	06/30/81	28 REGISTERED	KEMNER PARKER TOYS INC.
SURFER SENSATION	UNITED STATES	1220163	12/16/82	28 REGISTERED	KEMNER PARKER TOYS INC.
SUPERNIFIC	UNITED STATES	1186962	01/19/82	28 REGISTERED	KEMNER PARKER TOYS INC.
SUN & FUN	UNITED STATES	1185996	01/12/82	28 REGISTERED	KEMNER PARKER TOYS INC.
SUNNY SEA NEES AND BABY SAIL	UNITED STATES	1184974	01/05/82	28 REGISTERED	KEMNER PARKER TOYS INC.
SUNSCENTS	UNITED STATES	1300726	10/16/84	28 REGISTERED	KEMNER PARKER TOYS INC.
SUNSHINER	UNITED STATES	1186968	01/19/82	28 REGISTERED	KEMNER PARKER TOYS INC.
SUNSTREAK	UNITED STATES	1391676	06/26/86	28 REGISTERED	KEMNER PARKER TOYS INC.
SUPER SMOXEL	UNITED STATES	1256249	11/01/83	28 REGISTERED	KEMNER PARKER TOYS INC.
SUPER SONIC POWER	UNITED STATES	907484	07/11/72	28 REGISTERED	KEMNER PARKER TOYS INC.
SUPER STACKER	UNITED STATES	1256247	11/01/83	28 REGISTERED	KEMNER PARKER TOYS INC.
SOSIE SPEAKIE	UNITED STATES	1073252	09/15/77	28 REGISTERED	CPG Products Corp
SHEET & EASY	UNITED STATES	1307334	11/27/84	30 REGISTERED	KEMNER PARKER TOYS INC.
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				316	
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SHEET BOSSANCE	UNITED STATES	1190832	02/25/82	28 REGISTERED	KEMNER PARKER TOYS INC.
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