

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		02/20/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	The Miner Group, Limited
Street Address:	5100 Highway 169 North
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55428
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	75507394	KIDCENTIVES
Serial Number:	75104392	WINDOW PEEKERS
Serial Number:	75104673	LEAH & FRIENDS
Serial Number:	74353475	MELLO SMELLO
Serial Number:	74342665	NORTHPRINT INTERNATIONAL NPI
Serial Number:	74332897	MAGIC CLING
Serial Number:	74332752	MISSION NUTRITION
Serial Number:	74122260	MAKE-A-SCENE
Serial Number:	74121904	MAGIC WINDOW
Serial Number:	74121132	SCRATCH AND SMELL
Serial Number:	73751780	AMERICA'S FUTURE...CHILD NUTRITION
Serial Number:	73735798	SURPRISES ACTIVITIES FOR TODAY'S KIDS & PARENTS
Serial Number:	73472458	BODY LANGUAGE

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CORRESPONDENCE DATA

Fax Number: (612)977-8650
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (612) 977-8526
Email: esicard@briggs.com
Correspondent Name: Emily K. Sicard
Address Line 1: 2200 IDS Center, 80 South 8th Street
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	33119.1
NAME OF SUBMITTER:	Emily K. Sicard
Signature:	/Emily K. Sicard/
Date:	02/22/2008

Total Attachments: 7

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Trademarks
U.S. Patent and Trademark Office
P.O. Box 1451
Alexandria VA 22313-1451

CERTIFICATE OF ELECTRONIC TRANSMISSION

I hereby certify that this document is being transmitted to the Commissioner for Trademarks, U.S. Patent and Trademark Office, P.O. Box 1451, Alexandria VA 22313-1451 via electronic filing on the date indicated below.

By: *Eric K. Siund*
Date: February 22, 2008

NOTICE
OF
RELEASE OF SECURITY INTEREST
IN
TRADEMARKS

TO: United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that all indebtedness formerly owed by THE MINER GROUP, LIMITED (the "Assignor") to GENERAL ELECTRIC CAPITAL CORPORATION (the "Assignee") pursuant to that certain Credit Agreement dated as of December 7, 1998 among Assignor, Assignee and certain other parties thereto has been fully paid and satisfied. Accordingly, record notice is hereby given of the release and termination of the security interests granted in favor of the Assignee by that certain Trademark Security Agreement, executed by the Assignor in favor of the Assignee, dated as of December 7, 1998, a copy of which is attached as Exhibit A hereto.

Dated: February 20, 2008.

GENERAL ELECTRIC CAPITAL
CORPORATION

By: *Thomas G. Sullivan*
Name: Thomas G. Sullivan
Its: Duly Authorized Signatory

EXHIBIT A

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 7, 1998, by THE MINER GROUP, LIMITED, a Minnesota corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

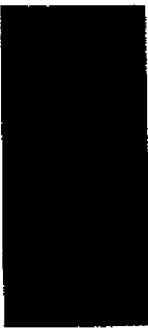
1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

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(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE MINER GROUP, LIMITED

By: [Signature]
Name: Gary L. Hokkanen
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Trevor J. Clark
Name: Trevor Clark
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 3rd day of December, 1998, before me personally appeared Gary L. Hokkanen, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Miner Group, Limited, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



{seal}

Carol D. Levenson
Notary Public

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

MCM FILE NO.	MARK	SERIAL NO. FILING DATE	REGISTRATION NO. REGISTRATION DATE	STATUS
90035-3	QUICK WRAP	Serial No. 74/634,725; filed February 16, 1995	Registration No. 2,114,458; dated November 18, 1997	Affidavits 8 & 15 due November 18, 2003 Attachment No. 1
90035-4	WINDOW DAZZLERS	Serial No. 75/201,742; filed November 21, 1996	Registration No. 2,119,655; dated December 9, 1997	Affidavits 8 & 15 due December 9, 2003 Attachment No. 2
90035-5	MELLO SMELLO & design	Serial No. 219444; filed April 10, 1996	Registration No. 219444; dated June 25, 1998	Trademark; (Spain, France and United Kingdom); Renewal due April 10, 2006 Attachment No. 3
90035-6	KIDCENTIVES & design	Serial No. 75/507,394; filed June 23, 1998		Action on application has been suspended pending disposition of Serial No. 75/345,610 Attachment No. 4
90035-9	CHERISHED MEMORIES	Serial No. 75/414,441; filed January 6, 1998		Under examination Attachment No. 5
90035-10	MAKE-A SCENE	Serial No. 74/122,260; filed December 10, 1990	Registration No. 1,704,886; dated August 4, 1992	Renewal due August 4, 2002 Attachment No. 6
90035-12	PRISMASCOPE	Serial No. 74/118,104; filed November 26, 1990	Registration No. 1,658,314; dated September 24, 1991	Renewal due September 24, 2001 Attachment No. 7
90035-13	SCRATCH AND SMELL	Serial No. 74/121,132; filed December 6, 1990	Registration No. 1,660,824; dated October 15, 1991	Renewal due October 15, 2001 Attachment No. 8
90035-14	MAGIC WINDOW	Serial No. 74/121,904; filed December 10, 1990	Registration No. 1,665,924; dated November 26, 1991	Renewal due November 26, 2001 Attachment No. 9
90035-15	BODY LANGUAGE	Serial No. 73/472,458; filed March 27, 1984	Registration No. 1,453,161; dated August 18, 1987	Renewal due August 18, 2007 Attachment No. 10
90035-16	AMERICA'S FUTURE ... CHILD NUTRITION	Serial No. 74/751,780; filed September 19, 1988	Registration No. 1,539,683; dated May 16, 1989	Renewal due May 16, 2009 Attachment No. 11
90035-18	GRAFFITI ZONE	Serial No. 74/332,555; filed November 19, 1992	Registration No. 1,791,649; dated September 7, 1993	Affidavits 8 & 15 due September 7, 1999 Attachment No. 12

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90035-19	MAGIC CLING	Serial No. 74/332,897; filed November 19, 1992	Registration No. 1,839,021; dated June 7, 1994	Affidavits 8 & 15 due June 7, 2000 Attachment No. 13
90035-20	MISSION NUTRITION	Serial No. 74/332,752; filed November 19, 1992	Registration No. 1,791,843; dated September 7, 1993	Affidavits 8 & 15 due September 7, 1999 Attachment No. 14
90035-21	DINO-BLOCKS	Serial No. 74/332,685; filed November 19, 1992	Registration No. 1,780,438; dated July 6, 1993	Affidavits 8 & 15 due July 6, 1999 Attachment No. 15
90035-22	SUPERSAURUS	Serial No. 74/390,599; filed May 14, 1993	Registration No. 1,850,679; dated August 23, 1994	Affidavits 8 & 15 due August 23, 2000 Attachment No. 16
90035-23	NORTH PRINT INTERNATIONAL & design	Serial No. 74/342,665; filed December 23, 1992	Registration No. 1,809,751; dated December 7, 1993	Affidavits 8 & 15 due December 7, 1999 Attachment No. 17
90035-24	MELLO SMELLO & design	Serial No. 74/353,475; filed January 28, 1993	Registration No. 1,813,665; dated December 28, 1993	Affidavits 8 & 15 due December 28, 1999 Attachment No. 18
90035-25	MELLO SMELLO & design	Serial No. 7090/1995; filed February 27, 1995	Registration No. 355479; dated January 31, 1997	South Korean Trademark; Renewal due January 31, 2007 Attachment No. 19
90035-26	MELLO SMELLO & design	Serial No. 950139965; filed November 8, 1995	Registration No. 1014626; dated May 28, 1997	Chinese Trademark; Renewal due May 27, 2007 Attachment No. 20
90035-27	INTERNATURAL DESIGNS & design	Serial No. 74/353,393; filed January 28, 1993	Registration No. 1,815,100; dated January 4, 1994	Affidavits 8 & 15 due January 4, 2000 Attachment No. 21
90035-29	PENGUIN DESIGN	Serial No. 74/374,263; filed March 29, 1993	Registration No. 1,858,978; dated October 18, 1994	Affidavits 8 & 15 due October 18, 2000 Attachment No. 22
90035-30	WHERE FUN IS SERIOUS BUSINESS	Serial No. 74/390,601; filed May 14, 1993	Registration No. 1,821,641; dated February 15, 1994	Affidavits 8 & 15 due February 15, 2000 Attachment No. 23
90035-31	BACKSTOP	Serial No. 74/416,166; filed July 23, 1993	Registration No. 1,873,318; dated January 10, 1995	Affidavits 8 & 15 due January 10, 2001 Attachment No. 24
90035-40	FRIDGE FUN!	Serial No. 74/577,389; filed September 23, 1994	Registration No. 1,922,074; dated September 26, 1995	Affidavits 8 & 15 due September 26, 2001 Attachment No. 25
90035-41	SURPRISES & design	Serial No. 736,798; filed June 22, 1988	Registration No. 1,544,396; dated June 20, 1989	Renewal due June 20, 2009 Attachment No. 26
90035-42	THE MINER GROUP INTERNATIONAL & design	Serial No. 74/590,479; filed October 25, 1994	Registration No. 1,965,189; dated April 2, 1996	Affidavits 8 & 15 due April 2, 2002 Attachment No. 27

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90035-43	JUDY GARLAND MUSEUM	Serial No. 74/693,792; filed June 27, 1995	Registration No. 2,053,653; dated April 15, 1997	Section 8 Affidavit due April 15, 2003 Attachment No. 28
90035-44	LEAH & FRIENDS	Serial No. 75/104,673; filed May 15, 1996	Registration No. 2,075,472; dated July 1, 1997	Affidavits 8 & 15 due July 1, 2003 Attachment No. 29
90035-45	THE WHOLE IN ONE.	Serial No. 75/018,492; filed November 13, 1995	Registration No. 2,019,122; dated November 26, 1996	Affidavits 8 & 15 due November 26, 2002 Attachment No. 30
90035-47	WINDOW PEEKERS	Serial No. 75/104,392; filed May 15, 1996	Registration No. 2,055,105; dated April 22, 1997	Affidavits 8 & 15 due April 22, 2003 Attachment No. 31
90035-50	MELLO SMELLO & design	Serial No. 970036086; filed April 21, 1997	Registration No. 1178456; dated May 28, 1998	Chinese Trademark Renewal due May 27, 2008 Attachment No. 32

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RECORDED: 02/22/2008