

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
FABRICAS AGRUPADAS DE MUNECA DE ONIL, S.A.		03/17/2009	CORPORATION: SPAIN
RECEIVING PARTY DATA			
Name:	CAJA DE AHORROS DE CASTILLA LA MANCHA		
Street Address:	BANCA CORPORATIVA. Parque San Julian, 20		
City:	Cuenca		
State/Country:	SPAIN		
Postal Code:	16001		
Entity Type:	CORPORATION: SPAIN		
Name:	INSTITUTO DE CREDITO OFICIAL		
Street Address:	Paseo del Prado, 4		
City:	Madrid		
State/Country:	SPAIN		
Postal Code:	28014		
Entity Type:	CORPORATION: SPAIN		
Name:	DALRADIAN EUROPEAN CLO II B.V.		
Street Address:	Parnassustoren. Locatellikade 1		
City:	Amsterdam		
State/Country:	NETHERLANDS		
Postal Code:	1076 AZ		
Entity Type:	CORPORATION: NETHERLANDS		
Name:	DALRADIAN EUROPEAN CLO III B.V.		
Street Address:	Parnassustoren. Locatellikade 1		
City:	Amsterdam		
State/Country:	NETHERLANDS		

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Postal Code:	1076 AZ
Entity Type:	CORPORATION: NETHERLANDS

Name:	DALRADIAN EUROPEAN CLO IV B.V.
Street Address:	Parnassustoren. Locatellikade 1
City:	Amsterdam
State/Country:	NETHERLANDS
Postal Code:	1076 AZ
Entity Type:	CORPORATION: NETHERLANDS

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1744643	FEBER
Registration Number:	3122634	JAGGETS
Registration Number:	1084925	MUNECAS FAMOSA
Registration Number:	2960313	NENUCO FAMOSA

CORRESPONDENCE DATA

Fax Number: (212)610-6399
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: +1 212 756 1106
 Email: laurie.emmer@allenoverly.com
 Correspondent Name: Laurie Emmer
 Address Line 1: 1221 Avenue of the Americas
 Address Line 2: 21st Floor
 Address Line 4: new york, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	71863-00011
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DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:
 Address Line 3:
 Address Line 4:

NAME OF SUBMITTER:	Laurie Emmer
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Signature:	/Laurie Emmer/
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Date:	03/18/2009
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Total Attachments: 4

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SCHEDULE 2

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 17, 2009 (this **Agreement**), is made by **FÁBRICAS AGRUPADAS DE MUÑECAS DE ONIL, S.A.** (the **Security Provider**), in favor **CAJA DE AHORROS DE CASTILLA LA MANCHA, INSTITUTO DE CRÉDITO OFICIAL, DALRADIAN EUROPEAN CLO II B.V., DALRADIAN EUROPEAN CLO III B.V., and DALRADIAN EUROPEAN CLO IV B.V.** (each a **Secured Party** and collectively, the **Secured Parties**).

WITNESSETH:

WHEREAS, pursuant to a Long-Term Syndicated Financing Agreement for Maximum Amount of €181,160,911.94, dated as of 5 September 2006 (the **Credit Agreement**), between Inversiones Fadiver, S.A., Fábricas Agrupadas de Muñecas de Onil, S.A., Juguetes Feber Internacional, S.L. and Play by Play Toys and Novelties Europe, S.A.U., as Borrowers (*Financiados*) and Bank of Scotland, Sucursal en España, Caja de Ahorros de Castilla la Mancha, Caja de Ahorros Municipal de Burgos, Caja de Ahorros y Monte de Piedad de Extremadura and Coöperatieve Centrale Raiffeisen Boerenleenbank B.A., Sucursal en España as Lenders (*Entidades Financiadoras*) and Bank of Scotland, Sucursal en España as Agent (*Agente*), credit has been extended to affiliates of the Security Provider;

WHEREAS, in connection with the Credit Agreement, the Security Provider has executed and delivered an IP Security Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the **Security Agreement**);

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Security Provider has granted to the Secured Parties a continuing security interest in all of the Trademark Collateral (as defined below), and has agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office; and

WHEREAS, the Security Provider has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Security Provider agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment and performance of the Secured Obligations when due and payable (whether due because of stated maturity, acceleration, mandatory prepayment, or otherwise), the Security Provider hereby grants to the Secured Parties a continuing security interest in all of the Security Provider's right, title and interest in and to the Trademarks, any proceeds thereof and all books, records, files and papers whether in hard copy, computer format or any other medium now or hereafter developed, relating to the Trademarks (the **Trademark Collateral**). As used herein, **Trademarks** means the United States trademarks listed on Schedule 1, all applications, registrations and recordings thereof (including, without limitation, applications, registrations


and recordings 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 thereof), and all modifications or renewals thereof, together with all goodwill of the business symbolized by such marks.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Security Provider in conjunction with the Credit Agreement and the Security Agreement for the purpose of registering the security interest of the Secured Parties in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby is not in limitation of the security interest granted to the Secured Parties pursuant to the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Security Provider does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

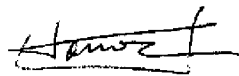
SECTION 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 6. Governing Law. This Agreement is governed by the internal laws of the State of New York without application of the conflicts of laws principles thereof other than Section 5-1401 of the New York General Obligations Law, except to the extent that the validity, perfection or enforcement of any security interest granted under this Agreement or any remedy in respect of any particular Collateral is mandatorily governed by the law of another jurisdiction.



IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Security Agreement to be duly executed and delivered by its authorized officer as of the date first above written.

FÁBRICAS AGRUPADAS DE MUÑECAS DE ONIL,
S.A.

By: 
Name: LUIS GÓMEZ SIERRA
Title: CHAIRMAN

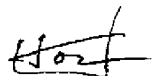
SCHEDULE I
to Trademark Security Agreement

TRADEMARKS

MARK	Reg./ Ser. No.
Feber	1,744,643
Jaggets	3,122,634
Muñecas Famosa	1,084,925
Nenuco Famosa	2,960,313

71863-00011 MD:769626.6

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RECORDED: 03/18/2009

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REEL: 003954 FRAME: 0759