

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplement to Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
K'Nex Limited Partnership Group		04/21/2010	LIMITED PARTNERSHIP: PENNSYLVANIA
K'Nex Brands, L.P.		04/21/2010	LIMITED PARTNERSHIP: PENNSYLVANIA
Connector Set Limited Partnership		04/21/2010	LIMITED PARTNERSHIP: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	1600 Market Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	National Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3486462	
Registration Number:	3358001	IMAGINE BUILD PLAY
Serial Number:	77822446	TOP RIDES
Serial Number:	77818382	POWER RIDES

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1090 Vermont Avenue NW, Suite 430

CH \$115.00 3486462

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 371303

NAME OF SUBMITTER: Jean Paterson

Signature: /jep/

Date: 05/06/2010

Total Attachments: 6

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Supplement to Trademark Security Agreement

This Supplement to Trademark Security Agreement ("Supplement"), dated April 21st, 2010, is entered into by **K'NEX BRANDS, L.P.**, a Delaware limited partnership, f/k/a **CONNECTOR SET LIMITED PARTNERSHIP**, a Delaware limited partnership ("K'NEX"), and **K'NEX LIMITED PARTNERSHIP GROUP**, a Delaware limited partnership ("Grantor" and together with K'NEX, the "Grantors") and delivered to **PNC BANK, NATIONAL ASSOCIATION** having a mailing address at 1600 Market Street, Philadelphia, PA 19103, Attn: O. Theodore Kuber, Jr. ("Agent") as agent for the Lenders under the Credit Agreement (as defined below).

Background

A. This Supplement is being delivered in connection with that certain Revolving Credit, Term Loan and Security Agreement dated July 20, 2006 among Agent, the financial institutions which are now or which may hereafter become a party thereto as Lenders, the Grantors as Borrowers and the other Borrowers, (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"), and that certain Trademark Security Agreement, dated as of the date of the Credit Agreement, by and between K'NEX and Agent (as it may have been and hereafter be amended, supplemented, restated, replaced, or otherwise modified from time to time, the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Trademark Security Agreement.

B. Pursuant to the Credit Agreement and the Trademark Security Agreement, K'NEX granted to Agent for the benefit of Lenders as collateral security for the Obligations a lien on and security interest in all of the Trademarks of K'NEX (as defined therein).

C. Grantors have acquired certain additional trademarks, service marks, trade names, indicia of source, and corresponding applications and registrations in connection therewith, as set forth on Schedule A-1/Schedule B-1 attached hereto and made part hereof (collectively, "Additional Trademarks"). Grantors and Agent desire to execute this Supplement for the purpose of, *inter alia*, granting, ratifying and confirming the lien and security interest of Agent on and in the Additional Trademarks, as more fully set forth in the Trademark Security Agreement, and for recording in the United States Patent and Trademark Office or other appropriate trademark office.

NOW, THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantors, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Credit Agreement and Other Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Grantors grant to Agent, for the benefit of Lenders, and hereby reaffirm their prior grant pursuant to the Credit Agreement of a continuing security interest in and lien on the Trademarks, with power of sale to the extent permitted by law in all of its present and future right, title and interest in and to the Additional Trademarks,

together with all the goodwill of Grantors associated with and represented by the Additional Trademarks, and the application and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits, subject to the terms of the Credit Agreement and the Trademark Security Agreement.

2. Grantors acknowledge and confirm that the rights and remedies of Agent with respect to the security interest in the Additional Trademarks granted hereby are more fully set forth in the Credit Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the Trademark Security Agreement contained in the Credit Agreement or Other Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Schedule A/Schedule B to the Trademark Agreement is hereby supplemented by the information contained on Schedule A-1/Schedule B-1 attached hereto. All references to Schedule A/Schedule B contained in the Credit Agreement, Trademark Security Agreement or Other Documents shall be deemed, for all purposes, to also refer to and include Schedule A-1/Schedule B-1.

4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Credit Agreement and the Trademark Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile shall also bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the day and year first above written.

**K'NEX BRANDS, L.P. f/k/a CONNECTOR SET
LIMITED PARTNERSHIP**

By: K'NEX Industries, Inc.,
its General Partner

By: [Signature]

Name: Robert Jay Glickman

Title: Vice Chairman & General Counsel

K'NEX LIMITED PARTNERSHIP GROUP

By: K'NEX Industries, LLC,
its General Partner

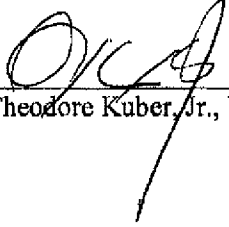
By: [Signature]

Name: Robert Jay Glickman

Title: Vice Chairman & General Counsel

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

O. Theodore Kuber, Jr., Vice President

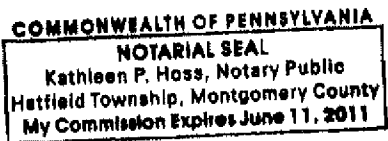
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TRADEMARK
REEL: 004200 FRAME: 0024

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF MONTGOMERY :

On this 21st day of April, 2010, before me personally appeared Robert Jay Glickman who being duly sworn, deposes and says that he/she is authorized to sign on behalf of K'NEX INDUSTRIES, INC., the general partner of K'NEX BRANDS, L.P., and K'NEX INDUSTRIES, LLC, the general partner of K'NEX LIMITED PARTNERSHIP GROUP, the limited partnerships described in the foregoing document, that he/she in such capacity is authorized to execute on behalf of the said limited partnership the foregoing document for the purposes contained therein, and that he/she is the person whose name and signature is subscribed to the foregoing document.



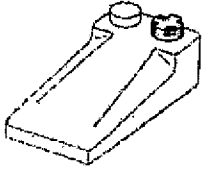
Kathleen P. Hoss
Notary Public

My Commission Expires: June 11, 2011

K'NEX Limited Partnership Group (Connector Set Limited Partnership):

Intellectual Property Schedule

I. Trademarks

<p>Miscellaneous Design</p> 	<p>3,486,462</p>	<p>8/12/2008</p>	<p>Registered <u>Owner:</u> Connector Set Limited Partnership (K'NEX Industries Inc., as general partner) (no assignments or security interests recorded)</p>
<p>Imagine • Build • Play</p>	<p>3,358,001</p>	<p>12/18/2007</p>	<p>Registered <u>Owner:</u> K'NEX Brands, L.P. Assignment History: Certificate of Amendment recorded on 6/11/2007 between Connector Set Limited Partnership and K'NEX Brands, L.P. (no security interests recorded)</p>
<p>TOP RIDES</p>	<p>(77/822,446)</p>	<p>(9/9/2009)</p>	<p>Pending <u>Owner:</u> K'NEX Limited Partnership Group (no assignments or security interests recorded)</p>
<p>POWER RIDES</p>	<p>(77/818,382)</p>	<p>(9/2/2009)</p>	<p>Pending <u>Owner:</u> K'NEX Limited Partnership Group (no assignments or security interests recorded)</p>