

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FABRICAS AGRUPADAS DE MUNECA DE ONIL, S.A.		08/06/2010	CORPORATION: SPAIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANCO ESPANOL DE CREDITO, S.A.		
<b>Street Address:</b>	Mesena, 80 - Edificio CPD Planta - 1		
<b>City:</b>	Madrid		
<b>State/Country:</b>	SPAIN		
<b>Postal Code:</b>	28033		
<b>Entity Type:</b>	CORPORATION: SPAIN		
<b>Name:</b>	COOPERATIEVE CENTRALE RAIFFEISEN BOERENLEENBANK B.A., Sucursal en Espana		
<b>Street Address:</b>	Rafael Calvo 39		
<b>City:</b>	Madrid		
<b>State/Country:</b>	SPAIN		
<b>Postal Code:</b>	28010		
<b>Entity Type:</b>	CORPORATION: SPAIN		
<b>Name:</b>	BANCO BILBAO VIZCAYA ARGENTARIA, S.A.		
<b>Street Address:</b>	Clara del Rey, 26 - 3rd Planta		
<b>City:</b>	Madrid		
<b>State/Country:</b>	SPAIN		
<b>Postal Code:</b>	28002		
<b>Entity Type:</b>	CORPORATION: SPAIN		
<b>Name:</b>	CAJA DE AHORROS MUNICIPAL DE BURGOS		
<b>Street Address:</b>	Plaza de la Libertad s/n		
<b>City:</b>	Burgos		
<b>State/Country:</b>	SPAIN		

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**900168937**

**TRADEMARK**  
**REEL: 004256 FRAME: 0854**

Postal Code:	09004
Entity Type:	CORPORATION: SPAIN

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: (650)938-5200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 650-988-8500  
 Email: trademark@fenwick.com  
 Correspondent Name: Fenwick & West LLP  
 Address Line 1: 801 California Street  
 Address Line 2: Silicon Valley Center  
 Address Line 4: Mountain View, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER:	24592-00044-1094
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DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER:	Connie L. Ellerbach
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Signature:	/cle1087/
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Date:	08/09/2010
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Total Attachments: 4

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 6, 2010 (this **Agreement**), is made by FÁBRICAS AGRUPADAS DE MUÑECAS DE ONIL, S.A. (the **Security Provider**), in favor of BANCO ESPAÑOL DE CRÉDITO, S.A., COÖPERATIEVE CENTRALE RAIFFEISEN BOERENLEENBANK B.A., Sucursal en España, BANCO BILBAO VIZCAYA ARGENTARIA, S.A., and CAJA DE AHORROS MUNICIPAL DE BURGOS (each a **Secured Party** and collectively, the **Secured Parties**).

### WITNESSETH:

WHEREAS, the Long-Term Syndicated Financing Agreement for Maximum Amount of €54,000,000, dated as of August 6, 2010 (the **Credit Agreement**), between Neuheim Spain, S.L., Fábricas Agrupadas de Muñecas de Onil, S.A., and Play by Play Toys and Novelties Europe, S.A.U., as Borrowers (*Financiados*) and Banco Español de Crédito, S.A., Coöperatieve Centrale Raiffeisen Boerenleenbank B.A., Sucursal en España, Banco Bilbao Vizcaya Argentaria, S.A., and Caja de Ahorros Municipal de Burgos as Lenders (*Entidades Financiadoras*) and Banco Español de Crédito, S.A. as Agent (*Agente*); the BBVA Hedging Agreement and the Rabobank Hedging Agreement;

WHEREAS, in connection with the Credit Agreement and the two Hedging Agreements 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, the Hedging Agreements 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, the Hedging Agreements 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.

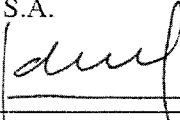
SECTION 4. Acknowledgment. The Security Provider does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions 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 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: D. José de la Gándara Martínez de Velasco  
Title: Attorney

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

0092428-0000001 NY:10227920.1

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