TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Term Loan Notice and Confirmation of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oriental Trading Company, Inc.		02/11/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank organized and existing under the laws of Switzerland: SWITZERLAND

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2134712	FRIENDSHIP CLUB
Registration Number:	1986834	FUN EXPRESS
Registration Number:	2623826	FUN EXPRESS
Registration Number:	2922508	HANDS ON FUN
Registration Number:	3574353	HANDS ON FUN
Registration Number:	3047593	
Registration Number:	3574354	HANDS ON FUN!
Registration Number:	1963552	HAPPYSACKS
Registration Number:	2074301	INSPIRATIONS A CELEBRATION OF FAITH
Registration Number:	1754376	ORIENTAL TRADING
Registration Number:	1419837	OTC
Registration Number:	1765166	OUR EARTH
Registration Number:	2543046	TERRY'S VILLAGE
Registration Number:	2127520	TERRY'S VILLAGE

CH $365.00 2134712

CORRESPONDENCE DATA

Fax Number: (212)751-4864

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-906-1200

Email: angela.amaru@lw.com

Correspondent Name: Angela M. Amaru c/o Latham & Watkins

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	030786-0448
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	02/15/2011

Total Attachments: 6

source=OTC TSA 2-11-2011#page1.tif
source=OTC TSA 2-11-2011#page2.tif
source=OTC TSA 2-11-2011#page3.tif
source=OTC TSA 2-11-2011#page4.tif
source=OTC TSA 2-11-2011#page5.tif
source=OTC TSA 2-11-2011#page6.tif

TERM LOAN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

TERM LOAN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of February 11, 2011, made by Oriental Trading Company, Inc., a Delaware corporation having a principal place of business at 5455 South 90th Street, Omaha, Nebraska 68127 (the "Borrower"), in favor of Credit Suisse AG, Cayman Islands Branch, the Cayman Islands Branch of a bank organized and existing under the laws of Switzerland having a place of business at Eleven Madison Avenue, New York, NY 10010, as Collateral Agent (as defined below) for the Secured Parties.

WHEREAS, the Borrower is a party to the Term Loan Credit Agreement, dated as of February 11, 2011 (as amended, restated, replaced, refinanced, supplemented or otherwise modified or waived from time to time, the "Credit Agreement"), among the Borrower, OTC Worldwide Holdings, Inc., OTC Brands, Inc., the Lenders (as defined in the Credit Agreement) and Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent (in such capacity, including any successor thereto, the "Collateral Agent") for the Lenders.

WHEREAS, pursuant to the Credit Agreement, among other things, the Lenders have severally agreed to extend such credit to the Borrower on the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, among other things, the Borrower has executed and delivered a Guaranty and Security Agreement, dated as of February 11, 2011, in favor of the Collateral Agent (together with all amendments, restatements, amendments and restatements, extensions, supplements or other modifications, if any, from time to time thereafter made thereto, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, among other things, the Borrower granted a security interest in substantially all of its assets in favor of the Collateral Agent for the benefit of the Secured Parties to secure the payment and performance of the Secured Obligations; and

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

NOW THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in the Credit Agreement and the Guaranty and Security Agreement, the Borrower hereby agrees with the Collateral Agent as follows:

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

"Trademark Collateral" means all rights, title and interests of the Borrower arising under any law of the United States (or any state or territory thereof) in or to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos and other source or business identifiers (whether registered or unregistered), all registrations and recordations thereof, all applications in connection therewith, all extensions or renewals thereof, all goodwill of the business connected with the use of or symbolized by any of the foregoing, the right to sue for any past, present and future infringement, dilution or other violation of any of the foregoing, and all proceeds from the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit, now or hereafter due and/or payable with respect thereto, in each case, owned by the Borrower.

SECTION 2. Confirmation of Grant of Security Interest. The Borrower hereby confirms that, pursuant to the Guaranty and Security Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the Trademark Collateral of the Borrower (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all products, proceeds, substitutions and replacements of any and all of the Trademark Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations of the Borrower.

In no event shall the Trademark Collateral include or the security interest granted hereunder attach to any intent-to-use trademark or service mark application prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application or the resulting registration under applicable United States federal Law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guaranty and Security Agreement. To the extent that there is any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control in all respects. The Guaranty and Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral are more fully set forth in the Guaranty and 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 in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ORIENTAL TRADING COMPANY, INC.

By: _____
Name: Steven G. Mendlik
Title: Treasurer

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name: DOREEN BARR
Title: DIRECTOR

By: _____
Name:
Title: Jay Chall
Director

SCHEDULE I

Trademark Registrations

TRADEMARK	Reg. No.	Reg. Date
FRIENDSHIP CLUB	2,134,712	2/3/1998
FUN EXPRESS	1,986,834	7/16/1996
FUN EXPRESS & Design	2,623,826	9/24/2002
HANDS ON FUN	2,922,508	2/1/2005
HANDS ON FUN	3,574,353	2/17/2009
HANDS ON FUN Design	3,047,593	1/24/2006
HANDS ON FUN!	3,574,354	2/17/2009
HAPPYSACKS	1,963,552	3/19/1996
INSPIRATIONS A CELEBRATION OF FAITH	2,074,301	6/24/1997
ORIENTAL TRADING	1,754,376	2/23/1993
OTC	1,419,837	12/9/1986
OUR EARTH	1,765,166	4/13/1993
TERRY'S VILLAGE	2,543,046	2/26/2002
TERRY'S VILLAGE	2,127,520	1/06/1998

Trademark Applications

None

23352645v9