

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
Fun Express LLC		02/11/2011	LIMITED LIABILITY COMPANY: NEBRASKA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	777 Long Ridge Road		
Internal Address:	Bldg. A		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06927		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2234368		
Registration Number:	3694513	WHEN IT COMES TO FUN, WE'RE ALL BUSINESS	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-739-5866		
Email:	fgordon@morganlewis.com		
Correspondent Name:	Felicia D. Gordon		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	102504.0032		
NAME OF SUBMITTER:	Felicia D. Gordon		
Signature:	/Felicia D. Gordon/		

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900184157

TRADEMARK
REEL: 004479 FRAME: 0024

Date:

02/15/2011

Total Attachments: 6

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ABL NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

ABL NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of February 11, 2011, made by Fun Express LLC, a Nebraska limited liability company having a principal place of business at 4206 South 108th Street, Omaha, Nebraska 68137 (the "Borrower"), in favor of General Electric Capital Corporation, a Delaware corporation having a place of business at 777 Long Ridge Road, Bldg. A, Stamford, CT 06927, as Agent (as defined below) for the Secured Parties.

WHEREAS, the Borrower is a party to the Credit Agreement, dated as of February 11, 2011 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Oriental Trading Company, Inc., OTC Direct, Inc., OTC Worldwide Holdings, Inc., OTC Brands, Inc., the Lenders (as defined in the Credit Agreement) and General Electric Capital Corporation, as administrative agent (in such capacity, including any successor thereto, the "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, Oriental Trading Company, Inc., OTC Direct, Inc., OTC Worldwide Holdings, Inc. and OTC Brands, Inc. have executed and delivered a Guaranty and Security Agreement, dated as of February 11, 2011, in favor of the 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 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 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 recordings 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 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 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 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.

FUN EXPRESS LLC

By: 

Name: Steven G. Mendlik

Title: Manager

ABL NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

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TRADEMARK
REEL: 004479 FRAME: 0029

SCHEDULE I

Trademark Registrations

<u>TRADEMARK</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Lightning Bolt Design	2,234,368	3/23/1999
WHEN IT COMES TO FUN, WE'RE ALL BUSINESS	3,694,513	10/13/2009

Trademark Applications

None