

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		11/27/2012	bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Oriental Trading Company, Inc.		
Street Address:	5455 South 90th Street		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68127		
Entity Type:	CORPORATION: DELAWARE		
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	

TRADEMARK

CORRESPONDENCE DATA

Fax Number: 2129096836

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Alexander V. Ulianov, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

23120-2004

NAME OF SUBMITTER:

Alexander V. Ulianov

Signature:

/Alexander V. Ulianov/

Date:

11/27/2012

Total Attachments: 4

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**TERMINATION AND RELEASE OF
GRANT OF SECURITY INTEREST IN TRADEMARKS**

This Termination and Release of Grant of Security Interest in Trademarks (the “Trademark Release”) is conveyed as of November 27, 2012, by **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, as Collateral Agent for itself and other Lenders (as defined below) under the Credit Agreement referred to below (in such capacity, the “Collateral Agent”), in favor of **ORIENTAL TRADING COMPANY, INC.**, a Delaware corporation having a principal place of business at 5455 South 90th Street, Omaha, Nebraska 68127 (“Grantor”). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement.

WHEREAS, pursuant to that certain Term Loan Credit Agreement, dated as of February 11, 2011 (as amended, amended and restated, or otherwise modified to the date hereof, the “Credit Agreement”), among the Grantor, 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 for the Lenders, and the Security Documents, the Grantor granted Collateral Agent a security interest in favor of Collateral Agent, in and to certain intellectual property held by the Grantor, including without limitation the Trademark Collateral (as defined below) (the “Security Interest”).

WHEREAS, notice of the Security Interest was recorded with the United States Patent and Trademark Office on February 15, 2011 at Reel 004478, Frame 0120.

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest in all such Trademark Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Trademark Release, the Collateral Agent hereby states as follows:

1. Trademark Collateral. The term “Trademark Collateral” as used herein, means all rights, title and interests of Grantor 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, and all applications in connection therewith, and 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 Grantor, including the registrations and applications listed in Schedule A.

2. Release of Security Interest. The Collateral Agent, hereby releases the Security Interest and hereby waives and relinquishes all its rights, powers, privileges and remedies with respect to the Security Interest.

3. Recordation of Trademark Release. This Trademark Release has been executed and delivered by the Collateral Agent for the purpose of recording the release of the Security Interest with the United States Patent and Trademark Office. The Collateral Agent hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Release.


4. Further Assurances. The Collateral Agent shall execute and deliver to the Grantor all further releases and other documents (including but not limited to Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

5. Governing Law. This Trademark Release shall be construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned has caused this Trademark Release to be duly executed as of the date first written above.

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**, as Collateral Agent

By: 
Name: _____
Title: Ari Bruger
Vice President

By: 
Name: _____
Title: KEVIN BUDDHDEW
ASSOCIATE

[OTC - Signature Page to Trademark Release]

SCHEDULE A

Trademark Registrations

<u>TRADEMARK</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
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	2,074,301	6/24/1997
CELEBRATION OF FAITH		
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