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
POOF-Slinky, LLC		05/21/2013	LIMITED LIABILITY COMPANY: MICHIGAN

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	208 Harristown Road
City:	Glen Rock
State/Country:	NEW JERSEY
Postal Code:	07452
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 117

Property Type	Number	Word Mark
Registration Number:	4036665	4-WAY COUNTDOWN!
Registration Number:	4036657	4-WAY SPELLDOWN!
Registration Number:	3054590	ADVERTEASING
Registration Number:	3668085	AMAZE-N-MARBLES
Registration Number:	1934336	AQUA-BOMB
Registration Number:	0704557	BAS-KET
Registration Number:	3911301	BATTLEFIELD BLAST
Registration Number:	2008281	BIBLE "TRIVIA"
Registration Number:	1363895	BIBLE "TRIVIA"
Registration Number:	3735465	BIG DRAW
Registration Number:	3793412	BIGSHOT
Registration Number:	3911305	BONGO KONGO
Registration Number:	3441256	BUMPERSHOT
Registration Number:	970636	CADACO

CH $2940.00 4036665

Registration Number:	1889875	CADACO
Registration Number:	1994047	CHALKWORKS
Registration Number:	3149868	COUNT ACROSS
Registration Number:	3946600	COUNT DOWN! & SPELL UP!
Registration Number:	3370999	CRAYON PAPER
Registration Number:	1363424	CRAZY EYES
Registration Number:	3432394	CREATA-CLINGS
Registration Number:	3888370	CRISS CROSS
Registration Number:	3794471	DECODER PUZZLES
Registration Number:	3314176	DISGUSTING ANATOMY BRAIN
Registration Number:	3314177	DISGUSTING ANATOMY HEART
Registration Number:	3690737	DOLL HOUSE DECORATOR
Registration Number:	3720437	DOLL HOUSE DECORATOR
Registration Number:	3489188	ELECTRO SHOT
Registration Number:	3565616	ENVIRO-BLOX
Registration Number:	1922195	FABULOUS FIDDLESTIX A CLASSIC AMERICAN R
Registration Number:	3668084	FIDDLESTIX
Registration Number:	3576937	FLIP N' COLOR
Registration Number:	3277134	FOLLOW THE FLOCK
Registration Number:	1017029	FORM-A-TIONS
Registration Number:	3524577	FRANTIC FALL
Registration Number:	3668082	FRONTIER LOGS
Registration Number:	4094579	FUZZOOBERS
Registration Number:	3868508	FUZZOODLES
Registration Number:	2402881	
Registration Number:	3141590	GO GRAZE
Registration Number:	2887356	HOVER BLASTER
Registration Number:	3348995	IDEAL
Registration Number:	3322195	IDEAL
Registration Number:	3322194	IDEAL
Registration Number:	3221000	IDEAL TOY
Registration Number:	3843452	IMPACT
Registration Number:	3726988	INNOVATIVE BY NATURE
Registration Number:	1023848	JI-GAN-TIKS
Registration Number:	3161716	KIDS IN THE KITCHEN

	3199529	KNICK-KNACK PADDY WHACK
Registration Number:	1488644	MAGIC SHOT
Registration Number:	1706951	MINILABS
Registration Number:	2269099	MINILABS
Registration Number:	3522244	MY FIRST CRYSTALS AND FIZZ ADVENTURE KIT
Registration Number:	3408930	MY FIRST DINO KIT
Registration Number:	3259493	MY FIRST GEOLOGY KIT
Registration Number:	2433693	MY FIRST MAGIC SET
Registration Number:	3532227	MY FIRST ROCK COLLECTING KIT
Registration Number:	3126877	MY FIRST SCIENCE KIT
Registration Number:	3586171	MY FIRST SCIENCE LAB
Registration Number:	3259494	MY FIRST WEATHER KIT
Registration Number:	3976095	MY HORSE SHOW
Registration Number:	3713673	NATURE SHADES
Registration Number:	3131013	OLD WOMAN WHO SWALLOWED A FLY
Registration Number:	1137993	ORIGINAL PLASTIC SLINKY
Registration Number:	2050029	POCKET PLANE
Registration Number:	1705192	POOF
Registration Number:	1705191	POOF
Registration Number:	2019682	POP TOOBS
Registration Number:	3712743	QUAD*DOKU
Registration Number:	2899291	RACK 'N' ROLL BOWL
Registration Number:	2335994	RAM ROCKET
Registration Number:	0942313	RINGA-MAJIGS
Registration Number:	3253017	SHEEP SWEEP
Registration Number:	1775979	SLAM BAS-KET
Registration Number:	3908240	SLAP HAPPY
Registration Number:	1455493	SLINKY
Registration Number:	2162682	SLINKY
Registration Number:	2701214	SLINKY
Registration Number:	2971531	SLINKY
Registration Number:	2741708	SLINKY
Registration Number:	3081525	SLINKY
Registration Number:	0427951	SLINKY JAMES
Registration Number:	3325303	SLINKY

	2939489	SLINKY
Registration Number:	2265735	SLINKY PETS
Registration Number:	1276398	SLINKY TRIANGLES
Registration Number:	3240534	SNO CRAYON
Registration Number:	3214330	SNO-ART KIT
Registration Number:	1111393	SNOW WHITE AND THE SEVEN DWARFS
Registration Number:	3544452	SPECTACULAR MAGIC SHOW
Registration Number:	3092089	SPEED BALL
Registration Number:	2202291	SPELLTIME
Registration Number:	0961945	SPIN WHEELS
Registration Number:	3529368	SPIRALBALL
Registration Number:	3911302	STEADY FREDDY
Registration Number:	3947969	STIKITS
Registration Number:	2211897	SUM TIME
Registration Number:	1866627	SUPER SPRAY CHALK
Registration Number:	3450473	SUPER STAR COUNT N' MATCH
Registration Number:	2842766	SURE SHOT
Registration Number:	3911304	TILTON' MILTON
Registration Number:	3477712	TOTALLY FUNKY SCIENCE
Registration Number:	3586170	TOTALLY GLAMOROUS SPA KIT
Registration Number:	3410185	TOTALLY NASTY SCIENCE
Registration Number:	093678	
Registration Number:	3683180	TRIPOLEY
Registration Number:	0509088	TRIPOLEY
Registration Number:	3455641	TV LINGO
Registration Number:	3390439	ULTIMATE CRYSTAL GROWING KIT
Registration Number:	3390438	ULTIMATE GUM KIT
Registration Number:	3390437	ULTIMATE SPA AND PERFUME KIT
Registration Number:	3911303	UP! AGAINST TIME
Registration Number:	3779272	WATER WONDERS
Registration Number:	3603347	WHEEL RACER
Registration Number:	2650203	WIZARD'S WORKSHOP
Registration Number:	3259337	ZIP N' GO

CORRESPONDENCE DATA

Fax Number: 3026365454

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

Phone: 800-927-9801 x 62348

Email: tqualls@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	669166-5
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/30/2013

Total Attachments: 16

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Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

POOF-Slinky, LLC

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State:
☒ Other limited liability company

Citizenship (see guidelines) Michigan

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Bank of America, N.A.

Street Address: 208 Harristown Road

City: Glen Rock

State: NJ

Country: USA Zip: 07452

☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other national banking association Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May , 2013

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See additional sheets attached

B. Trademark Registration No.(s)

See additional sheets attached

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Mark S. Rattner, Esq., c/o Riker Danzig et al. LLP

Internal Address:

Street Address: Headquarters Plaza, 1 Speedwell Avenue

City: Morristown

State: NJ Zip: 07962

Phone Number: 973.451.8493

Docket Number:

Email Address: mrattner@riker.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature: POOF-Slinky, LLC By:

Signature

May 31, 2013
Date

John M. Belniak, Vice Chairman
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 23

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "IP Security Agreement") is made this 21st day of May, 2013, among POOF-Slinky, LLC ("Grantor"), and Bank of America, N.A. (together with its successors, "Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantor, Alex Toys, LLC ("Alex Toys" and, together with Grantor, "Borrower") and Bank, Bank is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Borrower shall have executed and delivered to Bank, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Bank this IP Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks including those referred to on Schedule I hereto (the "Trademarks");

(b) all renewals of the items described in 2(a), above;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark;

(d) all contract rights, documents, applications and licenses (other than any computer software license or agreement from a third party which by its express terms cannot be encumbered as contemplated by the Security Agreement) related to the Trademarks;

(e) all tangible property embodying or incorporating any of the Trademarks; and

(f) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any intellectual property license.

TRADEMARK
REEL: 005038 FRAME: 0007

3. GRANT OF SECURITY INTEREST IN PATENTS. Grantor hereby grants to Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral" and, together with the Trademark Collateral, collectively, the "IP Collateral"):

(a) all of its patents including those referred to in Schedule II hereto (the "Patents");

(b) all other extant letters patent of the United States or any other country or political subdivision, all formulations, inventions, registrations and recordings thereof in the United States or any other country or political subdivision, all applications for letters patent of the United States or any other country or political subdivision (the "Future Patents"), including, without limitation, all formulations, inventions, registrations, recordings and applications in the United States Patent and Trademark Office or any other country or political subdivision;

(c) all reissues, continuations, divisions, continuations in part or extensions of any of the foregoing;

(d) all formulations and inventions disclosed and claimed therein, including all improvements thereto and the right to make, use and/or sell the formulations and inventions disclosed and claimed therein;

(e) the right to sue for past, present and future infringement of any of the foregoing;

(f) any written agreement executed or to be executed by Grantor granting to any third party any right to practice any formulation and/or invention disclosed or claimed in a patent, now or hereafter held by Grantor, or granting to Grantor any right to practice any formulations and/or inventions disclosed and claimed in a patent now or hereafter owned by any third party;

(g) any claim of Grantor against third parties for past, present or infringement of any patent or patent license, and any and all other amounts from time to time paid or payable in connection with any of the foregoing, and any and all other products and proceeds of the foregoing.

4. SECURITY FOR OBLIGATIONS. This IP Security Agreement and the security interest created hereby secures the payment and performance of all the Indebtedness, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this IP Security Agreement secures the payment of all amounts that constitute part of the Indebtedness owed by Grantor to Bank, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

5. SECURITY AGREEMENT. This IP Security Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Bank in the IP Collateral with the United States Patent and Trademark Office. The security interests granted pursuant to this IP Security Agreement are granted in conjunction with the security interests granted to Bank, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Patents, the provisions of this IP Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Bank with respect to any such new trademarks or patents or renewal or extension of any trademark or patent registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Bank unilaterally (but with notice to Grantor) to modify this Agreement by (i) amending Schedule I to include any such new trademark rights of Grantor and (ii) amending Schedule II to include any such new patent rights of Grantor. Notwithstanding the foregoing,

no failure to so modify this IP Security Agreement or amend Schedule I or Schedule II shall in any way affect, invalidate or detract from Bank's continuing security interest in all IP Collateral, whether or not listed on Schedule I or Schedule II. Grantor shall execute and deliver to Bank such amendments, modifications and/or supplements to this IP Security Agreement as Bank reasonably requests so as to cause this IP Security Agreement to apply to any such new Trademarks or Patents.

7. POWER OF ATTORNEY. Grantor hereby constitutes and appoints Bank the true and lawful attorney of Grantor with full power of substitution to take any and all appropriate action and to execute any and all documents, instruments or applications that may be necessary or desirable to accomplish the purpose and carry out the terms of this IP Security Agreement. The foregoing power of attorney (i) is coupled with an interest, (ii) may be used by Bank only following an Event of Default under the Credit Agreement and (iii) shall be irrevocable until all of the Indebtedness have been paid in full. Neither Bank nor anyone acting on Bank's behalf shall be liable for acts, omissions, errors in judgment, or mistakes in fact in such capacity as attorney-in-fact. Grantor ratifies all acts of Grantor as attorney-in-fact. Grantor agrees to take such other actions, at Grantor's expense, as might be requested for the perfection, continuation and assignment, in whole or in part, of the security interests granted herein and to assure and preserve Bank's intended priority position.

8. COUNTERPARTS. This IP Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this IP Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this IP Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this IP Security Agreement or any other Loan Document refer to this IP Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this IP Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this IP Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Indebtedness shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Indebtedness. Any reference herein to any person shall be construed to include such person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a record and any record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Signature Page Follows]

TRADEMARK
REEL: 005038 FRAME: 0009

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

POOF-SLINKY, LLC

By:_____
Name: John M. Belniak
Title: Vice Chairman

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.

By:_____
Name: Stacey Hamilton Sandler
Title: Senior Vice President

4360334

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

POOF-SLINKY, LLC

By:_____
Name: John M. Belniak
Title: Vice Chairman

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.

By:_____
Name: Stacey Hamilton Sandler
Title: Senior Vice President

4360334

ACKNOWLEDGEMENT

State of New York)
) SS.:
County of Bronx)

On the 21 day of May, in the year 2013 before me, the undersigned, personally appeared John M. Belniak personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument as Vice Chairman of POOF-Slinky, LLC and acknowledged to me that he executed the same in his capacity as Vice Chairman on behalf of such entity, as its voluntary act and deed.

LISA M. BURGA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BU6210226
Qualified in Bronx County
Commission Expires August 10, 2013

5/21/13
Notary Public

ACKNOWLEDGEMENT

State of New Jersey)
) SS.:
County of _____)

On the __ day of May, in the year 2013, before me, the undersigned, personally appeared Stacey Hamilton Sandler personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument as a Senior Vice President of Bank of America, N.A. and acknowledged to me that she executed the same in her capacity as a Senior Vice President on behalf of such entity, as its voluntary act and deed.

_____
Notary Public

4360334

TRADEMARK
REEL: 005038 FRAME: 0012

ACKNOWLEDGEMENT

State of _____)
) SS.:
County of _____)

On the __ day of May, in the year 2013 before me, the undersigned, personally appeared John M. Belniak personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument as Vice Chairman of POOF-Slinky, LLC and acknowledged to me that he executed the same in his capacity as Vice Chairman on behalf of such entity, as its voluntary act and deed.

_____
Notary Public

ACKNOWLEDGEMENT

State of New Jersey)
) SS.:
County of Passaic)

On the 20 day of May, in the year 2013, before me, the undersigned, personally appeared Stacey Hamilton Sandler personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument as a Senior Vice President of Bank of America, N.A. and acknowledged to me that she executed the same in her capacity as a Senior Vice President on behalf of such entity, as its voluntary act and deed.

Notary Public

MIRNA CICCONE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 7 2014
I.D.# 2390205

4360334

TRADEMARK
REEL: 005038 FRAME: 0013

Schedule I
to
Agreement (Trademarks)

MARK	APPLICATION NO.	FILED	REGISTRATION NO.	REGISTRATION DATE	STATUS
4-WAY COUNTDOWN!	76/706861	16-Mar-2011	4036665	11-Oct-2011	Registered
4-WAY SPELLDOWN!	76/706722	09-Mar-2011	4036657	11-Oct-2011	Registered
ADVERTEASING	78/557561	01-Feb-2005	3054590	31-Jan-2006	Registered
AMAZE-N-MARBLES	76/695650	06-Feb-2009	3668085	18-Aug-2009	Registered
AQUA-BOMB	74/539847	20-Jun-1994	1934336	07-Nov-1995	Registered
BAS-KET	72/091515	24-Feb-1960	0704557	20-Sep-1960	Registered
BATTLEFIELD BLAST	76/701422	01-Feb-2010	3911301	25-Jan-2011	Registered
BIBLE "TRIVIA"	75/007621	19-Oct-1995	2008281	15-Oct-1996	Registered
BIBLE "TRIVIA"	73/479527	09-May-1984	1363895	01-Oct-1985	Registered
BIG DRAW	77/683112	04-Mar-2009	3735465	05-Jan-2010	Registered
BIGSHOT	76/693771	23-Oct-2008	3793412	25-May-2010	Registered
BONGO KONGO	76/701949	08-Mar-2010	3911305	25-Jan-2011	Registered
BUMPERSHOT	76/671787	25-Jan-2007	3441256	03-Jun-2008	Registered
CADACO	72/339132	29-Sep-1969	970636	16-Oct-1973	Registered
CADACO	74/528272	23-May-1994	1889875	18-Apr-1995	Registered
CHALKWORKS	74/569909	06-Sep-1994	1994047	13-Aug-1996	Registered
COUNT ACROSS	78/552876	24-Jan-2005	3149868	26-Sep-2006	Cancelled
COUNT DOWN! & SPELL UP!	76/704172	20-Aug-2010	3946600	19-Apr-2011	Registered
CRAYON PAPER	77/081736	12-Jan-2007	3370999	15-Jan-2008	Registered
CRAZY EYES	73/529036	27-Mar-1985	1363424	01-Oct-1985	Registered

MARK	APPLICATION NO.	FILED	REGISTRATION NO.	REGISTRATION DATE	STATUS
CREATA-CLINGS	77/188202	23-May-2007	3432394	20-May-2008	Registered
CRISS CROSS	76/700497	23-Nov-2009	3888370	14-Dec-2010	Registered
DECODER PUZZLES	77/683018	04-Mar-2009	3794471	25-May-2010	Registered
DISGUSTING ANATOMY BRAIN	78/781823	28-Dec-2005	3314176	16-Oct-2007	Registered
DISGUSTING ANATOMY HEART	78/781826	28-Dec-2005	3314177	16-Oct-2007	Registered
DOLL HOUSE DECORATOR	76/694003	03-Nov-2008	3690737	29-Sep-2009	Registered
DOLL HOUSE DECORATOR and design	76/694649	04-Dec-2008	3720437	08-Dec-2009	Registered
ELECTRO SHOT	76/672154	02-Feb-2007	3489188	19-Aug-2008	Registered
ENVIRO-BLOX	77/309601	22-Oct-2007	3565616	20-Jan-2009	Registered
FABULOUS FIDDLESTIX A CLASSIC AMERICAN ROD AND CONNECTOR TOY BY TOYS-N-THINGS and design	74/492834	22-Feb-1994	1922195	26-Sep-1995	Registered
FIDDLESTIX	76/695649	06-Feb-2009	3668084	18-Aug-2009	Registered
FLIP N' COLOR	77/155874	13-Apr-2007	3576937	17-Feb-2009	Registered
FOLLOW THE FLOCK	78/690278	11-Aug-2005	3277134	07-Aug-2007	Registered
FORM-A-TIONS	73/028281	31-Jul-1974	1017029	29-Jul-1975	Registered
FRANTIC FALL	76/682523	03-Oct-2007	3524577	28-Oct-2008	Registered
FRONTIER LOGS	76/695644	06-Feb-2009	3668082	18-Aug-2009	Registered
FUZZOOBERS	85/196457	13-Dec-2010	4094579	31-Jan-2012	Registered
FUZZOODLES	77/821783	08-Sep-2009	3868508	26-Oct-2010	Registered

MARK	APPLICATION NO.	FILED	REGISTRATION NO.	REGISTRATION DATE	STATUS
(GEOMETRIC DESIGN - splayed open)	75/716651	28-May-1999	2402881	07-Nov-2000	Registered
GO GRAZE	78/690285	11-Aug-2005	3141590	12-Sep-2006	Cancelled
HOVER BLASTER	76/513717	13-May-2003	2887356	21-Sep-2004	Registered
IDEAL	76/594257	21-May-2004	3348995	04-Dec-2007	Registered
IDEAL	76/668844	13-Nov-2006	3322195	30-Oct-2007	Registered
IDEAL and oval design	76/668843	13-Nov-2006	3322194	30-Oct-2007	Registered
IDEAL TOY and design	76/502665	01-Apr-2003	3221000	27-Mar-2007	Registered
IMPACT	76/701428	01-Feb-2010	3843452	07-Sep-2010	Registered
INNOVATIVE BY NATURE	76/697186	04-May-2009	3726988	22-Dec-2009	Registered
JI-GAN-TIKS (stylized)	43180	31-Jan-1975	1023848	28-Oct-1975	Registered
KIDS IN THE KITCHEN	78/592502	22-Mar-2005	3161716	24-Oct-2006	Registered
KNICK-KNACK PADDY WHACK	78/513168	08-Nov-2004	3199529	16-Jan-2007	Registered
MAGIC SHOT	73/667763	22-Jun-1987	1488644	17-May-1988	Registered
MINILABS	74/145901	11-Mar-1991	1706951	11-Aug-1992	Registered
MINILABS	75/533396	10-Aug-1998	2269099	10-Aug-1999	Registered
MY FIRST CRYSTALS AND FIZZ ADVENTURE KIT	77/345746	06-Dec-2007	3522244	21-Oct-2008	Registered
MY FIRST DINO KIT	77/277578	12-Sep-2007	3408930	08-Apr-2008	Registered

MARK	APPLICATION NO.	FILED	REGISTRATION NO.	REGISTRATION DATE	STATUS
MY FIRST GEOLOGY KIT	78/778767	21-Dec-2005	3259493	03-Jul-2007	Registered
MY FIRST MAGIC SET	76/042660	05-May-2000	2433693	06-Mar-2001	Registered
MY FIRST ROCK COLLECTING KIT	77/356079	19-Dec-2007	3532227	11-Nov-2008	Registered
MY FIRST SCIENCE KIT	78/708136	07-Sep-2005	3126877	08-Aug-2006	Registered
MY FIRST SCIENCE LAB	77/515625	07-Jul-2008	3586171	10-Mar-2009	Registered
MY FIRST WEATHER KIT	78/778768	21-Dec-2005	3259494	03-Jul-2007	Registered
MY HORSE SHOW	77/683044	04-Mar-2009	3976095	07-Jun-2011	Registered
NATURE SHADES	76/697185	04-May-2009	3713673	24-Nov-2009	Registered
OLD WOMAN WHO SWALLOWED A FLY	78/513172	08-Nov-2004	3131013	15-Aug-2006	Cancelled
ORIGINAL PLASTIC SLINKY	73/203091	08-Feb-1979	1137993	22-Jul-1980	Registered
POCKET PLANE	74/561411	15-Aug-1994	2050029	01-Apr-1997	Registered
POOF	74/211510	09-Oct-1991	1705192	04-Aug-1992	Registered
POOF (stylized)	74/211509	09-Oct-1991	1705191	04-Aug-1992	Registered
POP TOOBS	74/584750	12-Oct-1994	2019682	26-Nov-1996	Registered
QUAD*DOKU	77/403924	22-Feb-2008	3712743	17-Nov-2009	Registered
RACK 'N' ROLL BOWL	78/096035	30-Nov-2001	2899291	02-Nov-2004	Registered
RAM ROCKET (& Design)	75713603	25-May-1999	2335994	28-Mar-2000	Registered
RINGA-MAJIGS & Design	72/404835	12-Oct-1971	0942313	05-Sep-1972	Registered
SHEEP SWEEP	78/690288	11-Aug-2005	3253017	19-Jun-2007	Registered

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SLAM BAS-KET & Design	74/251070	02-Mar-1992	1775979	08-Jun-1993	Registered
SLAP HAPPY	76/701978	08-Mar-2010	3908240	18-Jan-2011	Registered
SLINKY	73/629147	07-Nov-1986	1455493	01-Sep-1987	Registered
SLINKY	75/150541	15-Aug-1996	2162682	02-Jun-1998	Registered
SLINKY	76/279092	02-Jul-2001	2701214	25-Mar-2003	Registered
SLINKY	76/445428	30-Aug-2002	2971531	19-Jul-2005	Registered
SLINKY	76/460833	22-Oct-2002	2741708	29-Jul-2003	Registered
SLINKY	76/642539	08-Jul-2005	3081525	18-Apr-2006	Registered
SLINKY JAMES & Design	71/494073	29-Dec-1945	0427951	04-Mar-1947	Registered
SLINKY	76/643953	01-Aug-2005	3325303	30-Oct-2007	Registered
SLINKY	76/585128	06-Apr-2004	2939489	12-Apr-2005	Registered
SLINKY PETS	75/432983	12-Feb-1998	2265735	27-Jul-1999	Registered
SLINKY TRIANGLES & Design	73/418192	21-Mar-1983	1276398	01-May-1984	Registered
SNO CRAYON	78/603016	06-Apr-2005	3240534	08-May-2007	Registered
SNO-ART KIT	78/779806	22-Dec-2005	3214330	27-Feb-2007	Registered
SNOW WHITE AND THE SEVEN DWARFS	73/163256	23-Mar-1978	1111393	16-Jan-1979	Registered
SPECTACULAR MAGIC SHOW	77/236074	23-Jul-2007	3544452	09-Dec-2008	Registered
SPEED-BALL & Design	76/639178	20-May-2005	3092089	16-May-2006	Registered
SPELLTIME	75/335971	05-Aug-1997	2202291	03-Nov-1998	Registered
SPIN WHEELS	72/410299	15-Dec-1971	0961945	26-Jun-1973	Registered
SPIRALBALL	76/682521	03-Oct-2007	3529368	04-Nov-2008	Registered

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STEADY FREDDY	76/701425	01-Feb-2010	3911302	25-Jan-2011	Registered
STIKITS	85/155892	19-Oct-2010	3947969	19-Apr-2011	Registered
SUM TIME	75/336134	05-Aug-1997	2211897	15-Dec-1998	Registered
SUPER SPRAY CHALK	74/481204	24-Jan-1994	1866627	06-Dec-1994	Registered
SUPER STAR COUNT N' MATCH	77/140545	26-Mar-2007	3450473	17-Jun-2008	Registered
SURE SHOT	76/524896	24-Jun-2003	2842766	18-May-2004	Registered
TILTON' MILTON	76/701427	01-Feb-2010	3911304	25-Jan-2011	Registered
TOTALLY FUNKY SCIENCE	77/211592	21-Jun-2007	3477712	29-Jul-2008	Registered
TOTALLY GLARMOROUS SPA KIT	77/515618	07-Jul-2008	3586170	10-Mar-2009	Registered
TOTALLY NASTY SCIENCE	77/211574	21-Jun-2007	3410185	08-Apr-2008	Registered
TOWER IFICS & Design	72/404834	12-Oct-1971	0938678	25-Jul-1972	Registered
TRIPOLEY	77/709581	08-Apr-2009	3683180	15-Sep-2009	Registered
TRIPOLEY & Design	71/547230	16-Jan-1948	0509088	26-Apr-1949	Registered
TV LINGO	78/896518	31-May-2006	3455641	24-Jun-2008	Registered
ULTIMATE CRYSTAL GROWING KIT	78/781832	28-Dec-2005	3390439	26-Feb-2008	Registered
ULTIMATE GUM KIT	78/781829	28-Dec-2005	3390438	26-Feb-2008	Registered
ULTIMATE SPA AND PERFUME KIT	78/781828	28-Dec-2005	3390437	26-Feb-2008	Registered
UP! AGAINST TIME	76/701426	01-Feb-2010	3911303	25-Jan-2011	Registered

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WATER WONDERS	77/685546	06-Mar-2009	3779272	20-Apr-2010	Registered
WHEEL RACER	77/224500	09-Jul-2007	3603347	07-Apr-2009	Registered
WIZARD'S WORKSHOP	76/089489	14-Jul-2000	2650203	12-Nov-2002	Registered
ZIP N' GO	78/667706	11-Jul-2005	3259337	03-Jul-2007	Registered

Schedule II
to
Agreement (Patents)

TYPE	STATUS	APPLICATION NUMBER	FILING DATE	PATENT NO.	ISSUE DATE	TITLE
ORD	Granted	8597294	06-Feb-1996	5626505	06-May-1997	SPRING-ANIMATED TOY FIGURE
ORD	Granted	8716495	18-Sep-1996	5692945	02-Dec-1997	TOY PRODUCING SIMULATED ERUPTION
	Granted	10778972	13-Feb-2004	7108576	19-Sep-2006	FOAM PROJECTILE EXHIBITING AN ILLUMINATING ELEMENT
DES	Granted	29249713	18-Oct-2006	D543593	29-May-2007	LIGHT UP TOY ROCKET
ORD	Granted	11/962418	21-Jan-2007	7874947	25-Jan-2011	LAWN DART
ORD	Granted	12/329701	08-Dec- 2008	7717426	18-May-2010	SELF-CONTAINED DICE TUMBLER
ORD	Granted	11/150569	10-Jun-2005	7303458	4-Dec-2007	HOOP WITH WEIGHTED MEMBER
DES	Granted	D/174518	21-Jan-2003	D484922	6-Jan-2004	DOMINO GAME HUB