TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318471

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		06/30/2014	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	POOF-Slinky, LLC
Street Address:	10 Glenville Street
Internal Address:	C/O Propel Equity Partners
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06831
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4094579	FUZZOOBERS
Registration Number:	3779272	WATER WONDERS
Registration Number:	3586171	MY FIRST SCIENCE LAB
Registration Number:	3586170	TOTALLY GLAMOROUS SPA KIT
Registration Number:	3532227	MY FIRST ROCK COLLECTING KIT
Registration Number:	3522244	MY FIRST CRYSTALS AND FIZZ ADVENTURE KIT
Registration Number:	3477712	TOTALLY FUNKY SCIENCE
Registration Number:	3410185	TOTALLY NASTY SCIENCE
Registration Number:	3408930	MY FIRST DINO KIT
Registration Number:	3390439	ULTIMATE CRYSTAL GROWING KIT
Registration Number:	3390438	ULTIMATE GUM KIT
Registration Number:	3390437	ULTIMATE SPA AND PERFUME KIT
Registration Number:	3126877	MY FIRST SCIENCE KIT

CH $340.00 4094579

CORRESPONDENCE DATA

Fax Number: 2127158000

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

Phone: (212) 715-9100

Email:	KLTrademark@kramerlevin.com
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP
Address Line 1:	1177 Avenue of the Americas
Address Line 4:	New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	066286-00022
NAME OF SUBMITTER:	Tania C. Ramos
SIGNATURE:	/Tania C. Ramos/
DATE SIGNED:	09/30/2014

Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of June 30, 2014 ("Release"), is made by JPMorgan Chase Bank, N.A. ("Lender"), in favor of POOF-Slinky, LLC, a Michigan limited liability company ("Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of October 27, 2005 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantor, Lender, and others party thereto and the Patent and Trademark Security Agreement dated as October 27, 2005 ("IP Security Agreement") by and among the Grantor and Lender, Grantor granted to the Lender a security interest in all of Grantor's right, title and interest in the Collateral (as defined in the IP Security Agreement); and

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on February 7, 2012 at Reel 4712 Frame 0172.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or IP Security Agreement.

SECTION 2. Termination and Release. Lender hereby:

(a) absolutely, unconditionally and irrevocably terminates the IP Security Agreement, and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Collateral;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Further Assurances. Lender, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect, confirm or reflect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the IP Collateral, Lender will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Lender has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Lender:

JPMorgan Chase Bank, N.A.

By: _____
Name: James Ives
Title: Vice President

Schedule A

POOF-Slinky, LLC
(Michigan Limited Liability Company)

U.S. Trademarks Subject to Security Interest
Granted by POOF-Slinky, Inc.
In Favor of JPMorgan Chase Bank, N.A.
Recorded February 7, 2012 at Reel 4712 Frame 0172

Registered Marks

Mark	Reg. No.	Reg. Date
FUZZOOBERS	4094579	01/31/12
WATER WONDERS	3779272	04/20/10
MY FIRST SCIENCE LAB	3586171	03/10/09
TOTALLY GLAMOROUS SPA KIT	3586170	03/10/09
MY FIRST ROCK COLLECTING KIT	3532227	11/11/08
MY FIRST CRYSTALS AND FIZZ ADVENTURE KIT	3522244	10/21/08
TOTALLY FUNKY SCIENCE	3477712	07/29/08
TOTALLY NASTY SCIENCE	3410185	04/08/08
MY FIRST DINO KIT	3408930	04/08/08
ULTIMATE CRYSTAL GROWING KIT	3390439	02/26/08
ULTIMATE GUM KIT	3390438	02/26/08
ULTIMATE SPA AND PERFUME KIT	3390437	02/26/08
MY FIRST SCIENCE KIT	3126877	08/08/06

TRADEMARK
RECORDED: 09/30/2014 REEL: 005371 FRAME: 0435