

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318481

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: 14

Property Type	Number	Word Mark
Registration Number:	2265735	SLINKY PETS
Registration Number:	2162682	SLINKY
Registration Number:	2019682	POP TOOBS
Registration Number:	1455493	SLINKY
Registration Number:	1363424	CRAZY EYES
Registration Number:	1276398	SLINKY TRIANGLES
Registration Number:	1180355	SLINKY PLAYSHAPES
Registration Number:	1137993	ORIGINAL PLASTIC SLINKY
Registration Number:	1023848	JI-GAN-TIKS
Registration Number:	1017029	FORM-A-TIONS
Registration Number:	0961945	SPIN WHEELS
Registration Number:	0942313	RINGA-MAJIGS
Registration Number:	0938678	TOWER IFICS
Registration Number:	0427951	SLINKY JAMES

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.

TRADEMARK

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., as successor-in-interest to NBD Bank ("Lender"), in favor of POOF-Slinky, LLC, a Michigan limited liability company, f/k/a POOF-Slinky, Inc., successor-by-merger to James Industries, Inc. ("Grantor").

WHEREAS, pursuant to that certain Amended and Restated Credit and Loan Agreement dated as July 17, 1998 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Loan Agreement") by and among the Grantor, Lender, and others party thereto and the Collateral Assignment of Proprietary Rights and Security Agreement dated as July 17, 1998 ("IP Security Agreement") by and among the Grantor and Lender, Grantor granted to the Lender a continuing 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 July 24, 1998 at Reel 1768 Frame 0392.

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 Loan 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, and if applicable reassigns to Grantor, 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

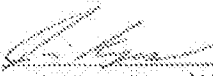
(d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

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.,
as successor-in-interest to NBD Bank

By: 
Name: James Kovacs
Title: Vice President

Schedule A

POOF-Slinky, LLC
(Michigan Limited Liability Company)

U.S. Trademarks Subject to Security Interest
Granted by James Industries, Inc.
In Favor of NBD Bank
Recorded July 24, 1998 at Reel 1768 Frame 0392

Registered Marks

Mark	Reg. No.	Reg. Date
SLINKY PETS	2265735	07/27/99
SLINKY	2162682	06/02/98
POP TOOBS	2019682	11/26/96
SLINKY	1455493	09/01/87
CRAZY EYES	1363424	10/01/85
SLINKY TRIANGLES	1276398	05/01/84
SLINKY PLAYSHAPES	1180355	12/01/81
ORIGINAL PLASTIC SLINKY	1137993	07/22/80
J1-GAN-TIKS	1023848	10/28/75
FORM-A-TIONS	1017029	07/29/75
SPIN WHEELS	0961945	06/26/73
RINGA-MAJIGS	0942313	09/05/72
TOWER IFICS	0938678	07/25/72
SLINKY JAMES	0427951	03/04/47