

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325917

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Banco Santander, S.A.	FORMERLY BANCO ESPANOL DE CREDITO, S.A.	12/10/2014	CORPORATION: SPAIN
COOPERATIEVE CENTRALE RAIFFEISEN BOERENLEENBANK B.A., SUCURSAL EN ESPANA		12/10/2014	CORPORATION: SPAIN
BANCO BILBAO VIZCAYA ARGENTARIA, S.A.		12/10/2014	CORPORATION: SPAIN
Caixabank, S.A.	FORMERLY CAJA DE AHORROS MUNICIPAL DE BURGOS	12/10/2014	CORPORATION: SPAIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FABRICAS AGRUPADAS DE MUNECAS DE ONIL, S.A.		
<b>Street Address:</b>	C/CHILE NO. 4, EDIF. 1, 2ND PTA		
<b>City:</b>	MADRID		
<b>State/Country:</b>	SPAIN		
<b>Postal Code:</b>	28290		
<b>Entity Type:</b>	CORPORATION: SPAIN		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1744643	FEBER	
<b>Registration Number:</b>	3122634	JAGGETS	
<b>Registration Number:</b>	1084925	MUNECAS FAMOSA	
<b>Registration Number:</b>	2960313	NENUCO FAMOSA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027995000		
<i>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.</i>			
<b>Phone:</b>	2027994000		
<b>Email:</b>	dctrademarks@dlapiper.com		
<b>Correspondent Name:</b>	Ryan C. Compton		
<b>Address Line 1:</b>	500 Eighth Street, NW		
		<b>TRADEMARK</b>	

OP \$115.00 1744643

<b>Address Line 4:</b>	Washington, D.C. 20004
<b>ATTORNEY DOCKET NUMBER:</b>	377168-1
<b>NAME OF SUBMITTER:</b>	Ryan C. Compton
<b>SIGNATURE:</b>	/Ryan C. Compton/
<b>DATE SIGNED:</b>	12/11/2014
<b>Total Attachments: 5</b> source=US Security Release 10.12.14)#page1.tif source=US Security Release 10.12.14)#page2.tif source=US Security Release 10.12.14)#page3.tif source=US Security Release 10.12.14)#page4.tif source=US Security Release 10.12.14)#page5.tif	

**RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This Release of Security Interest (**Release**) is made and entered into as of December 10, 2014 (the **Effective Date**), between BANCO SANTANDER, S.A. (FORMERLY BANCO ESPAÑOL DE CRÉDITO, S.A.), COÓPERATIEVE CENTRALE RAIFFEISEN BOERENLEENBANK B.A., Sucursal en España, BANCO BILBAO VIZCAYA ARGENTARIA, S.A., and CAIXABANK, S.A. (formerly Caja de Ahorros Municipal de Burgos) (each, a **Secured Party** and, collectively, the **Secured Parties**), and FÁBRICAS AGRUPADAS DE MUÑECAS DE ONIL, S.A. (the **Security Provider**) (collectively, the **Parties**).

**WITNESSETH:**

WHEREAS, on August 6, 2010, Neuheim Spain, S.L., Fábricas Agrupadas de Muñecas de Onil, S.A., and Play by Play Toys and Novelties Europe, S.A.U., as Borrowers (*Financiados*) and Banco Santander, S.A. (formerly Banco Español de Crédito, S.A.), Coöperatieve Centrale Raiffeisen Boerenleenbank B.A., Sucursal en España, Banco Bilbao Vizcaya Argentaria, S.A., and Caixabank, S.A. (formerly Caja de Ahorros Municipal de Burgos), as Lenders (*Entidades Financiadoras*) and Banco Santander, S.A. (formerly Banco Español de Crédito, S.A.), as Agent (*Agente*) entered into an agreement titled Long-Term Syndicated Financing Agreement for Maximum Amount of €54,000,000 (the **Credit Agreement**), and agreements titled the BBVA Hedging Agreement and the Rabobank Hedging Agreement (the **Hedging Agreements**);

WHEREAS, in connection with the Credit Agreement and the two Hedging Agreements, the Security Provider executed and delivered an IP Security Agreement and short-form Trademark Security Agreement, each dated as of August 6, 2010, to the Secured Parties, under which the Security Provider granted a security interest (the **Security Interest**) to the Secured Parties in certain Trademarks listed on **Schedule A** attached hereto (the **Trademark Collateral**). As used herein, **Trademarks** means the United States trademarks listed on Schedule A, all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the U.S. Patent and Trademark Office (USPTO) or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof), and all modifications or renewals thereof, together with all goodwill of the business symbolized by the such Trademarks.

WHEREAS, the Trademark Security Agreement was recorded with the USPTO on August 9, 2010 under Reel/Frame No. 4256/0854; and

WHEREAS, each of the Secured Parties and Security Provider are entering into this Release in order to terminate the IP Security Agreement and Trademark Security Agreement, as of the Effective Date, to release the Security Interest in and to the Trademark Collateral created therein, and assign any rights the Secured Parties may have acquired in the Trademarks and Trademark Collateral by the IP Security Agreement, Trademark Security Agreement, Credit Agreement and/or Hedging Agreements, back to the Security Provider.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Secured Parties agree as follows:

1. Each of the Secured Parties hereby release, acquit and forever discharge the Security Provider, and each of its stockholders, officers, directors, agents, representatives, attorneys, employees, parents, subsidiaries, divisions, affiliates, predecessors, successors, assigns, parents, subsidiaries, all entities controlled by or controlling each of the Security Provider, and all persons or entities acting by, through, under or in concern with any of it, from any and all Security Interests, liens and encumbrances granted to or otherwise arising in favor of the Secured Parties (the **Released Security Interests**) with respect to each of the following:
  - a. the Trademark Collateral;
  - b. for the Trademark Collateral all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - c. all products and proceeds of the foregoing, including any claim by the Security Provider against third parties for past, present or future infringement or misappropriation of the Trademark Collateral, or for injury to the goodwill associated with the Trademark Collateral.

The Released Security Interests are hereby released, terminated, forever discharged and removed and are of no further force and effect, and each of the Secured Parties assign to the Security Provider any remaining Security Interest each of the Secured Parties have in the Security Provider's right, title, and interest in, to and under the Trademark Collateral and any of the items listed in (a), (b) and (c) of this Section 1.

2. The Security Provider currently and hereafter holds and will hold title to the Trademarks in the same manner as if the Security Interest was never awarded and recorded with the USPTO and/or any other applicable governmental office.
3. Each of the Secured Parties hereby authorize and request that the Commissioner of Patents and Trademarks of the United States record the foregoing Release with the USPTO;
4. This Release has been executed and delivered by each of the Secured Parties for the purpose of terminating, releasing, removing, or otherwise eliminating the Security Interest of the Secured Parties with respect to the Trademarks.
5. This Release: (i) shall be binding upon the Secured Parties' legal representatives, successors, and assigns, (ii) shall inure to the benefit of the Security Provider and the Security Provider's heirs, administrators, successors and assigns, and (iii) may be executed in several parts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

6. Any provision of this Release which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability, and shall not in any manner affect the remaining provisions hereof in such jurisdiction or render any other provision of this Release invalid, illegal or unenforceable in any other jurisdiction.
7. Except to the extent governed by United States Federal law, this Release shall be governed by the internal laws of the State of New York without application of the conflicts of laws principles thereof other than Section 5-1401 of the New York General Obligations Law, except to the extent that the validity, perfection or enforcement of any Security Interest granted under this Release or any remedy in respect of any particular Trademark Collateral is mandatorily governed by the law of another jurisdiction.

IN WITNESS WHEREOF, each of the Secured Parties have caused this Release to be executed by its duly authorized officer(s) as of the date(s) set forth below, with effect as of the Effective Date.

*[Signature Page Follows]*

Banco Santander, S.A. (formerly Banco Español de Crédito, S.A.)

By: [Signature]  
Name: OFELIA MARTÍN / VICARIA  
Title: \_\_\_\_\_

Date: December 10, 2014

Banco Bilbao Vizcaya Argentaria, S.A.

By: [Signature]  
Name: CAROL RUIZ / DINARA VICARIO  
Title: ATTORNEY

Date: December 10, 2014

Coöperatieve Centrale Raiffeisen Boerenleenbank, B.A., Sucursal en España

By: [Signature]  
Name: JULIA ABUAK ECHEVARRIA / MARCO A. BEAUCO GARCIA  
Title: \_\_\_\_\_

Date: December \_\_, 2014

Caixabank, S.A.

By: [Signature]  
Name: FERRUCHE ANTON / ALVARO JORDAQUE  
Title: \_\_\_\_\_

Date: December 10, 2014

Fábricas Agrupadas de Muñecas de Onil, S.A.U., as Grantor

By: [Signature]  
Name: JOSE DE LA GANDARA  
Title: CEO

Date: December 10, 2014

[Signature Page to Release]

SCHEDULE A  
TRADEMARKS

MARK	Reg. / Ser. No.
FEBER	1,744,643
JAGGETS	3,122,634
MUÑECAS FAMOSA	1,084,925
NENUCO FAMOSA	2,960,313

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