

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326381

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FABRICAS AGRUPADAS DE MUNECAS DE ONIL, S.A.		12/10/2014	CORPORATION: SPAIN
RECEIVING PARTY DATA			
Name:	Banco Santander, S.A.		
Street Address:	Gran Via de Hortaleza, 3 - Edificio Pedreña - Planta 1		
Internal Address:	Loan Markets Support España		
City:	28033 Madrid		
State/Country:	SPAIN		
Entity Type:	CORPORATION: SPAIN		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86359277	DAREWAY	
Serial Number:	86299634	FAMOSA TOY STORE	
Serial Number:	86019028	PINYPON	
Registration Number:	4206961	PINYPON	
Registration Number:	3793873	BARRIGUITAS	
Registration Number:	3122634	JAGGETS	
Registration Number:	2960313	NENUCO FAMOSA	
Registration Number:	1744643	FEBER	
Registration Number:	1084925	MUNECAS FAMOSA	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2027994000		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Ryan C. Compton		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Ryan C. Compton		

OP \$240.00 86359277

SIGNATURE:	/Ryan C. Compton/
DATE SIGNED:	12/17/2014
Total Attachments: 6 source=Scanned Document#page1.tif source=Scanned Document#page2.tif source=Scanned Document#page3.tif source=Scanned Document#page4.tif source=Scanned Document#page5.tif source=Scanned Document#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Fábricas Agrupadas de Muñecas de Ovil, S.A.U., a Spanish joint stock company (*sociedad anónima*) (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and Banco Santander, S.A., as agent, are parties to a Senior Facilities Agreement dated 5 December 2014 (as amended, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of December 10, 2014 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, among others, the Grantor and Banco Santander, S.A., as Security Agent (the "Security Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in Trademarks of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule I hereto) or for the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, so long as any Event of Default (as defined in the Security Agreement) shall have occurred and be continuing, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral 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.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 10 day of DECEMBER, 2014.

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

By: _____

Name: JOSE A GANDIA
Title: CEO

Acknowledged:

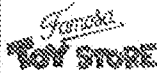


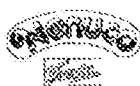
Banco Santander, S.A.
as Security Agent



By: _____
Name:
Title:

OFELIA MACAW / J.V. CRUZ

SCHEDULE 1

UNITED STATES TRADEMARKS

Trademark U.S. App/Reg No.	Status	Class	Owner
DAREWAY DAREWAY App 86359277	Pending	INT. CL. 28 Motorized, self propelled, wheeled ride-on toy	FABRICAS AGRUPADAS DE MUÑECAS DE ONIL, S.A. (Spain)
FAMOSA TOY STORE  App 86299654	Pending	INT. CL. 35 Advertising; business management; business administration; office functions and specially advertising and promotion of sales in connection with products and services offered and ordered through telecommunication or electronic media, retail and wholesale sales of every kind of games and playthings, including mail-order sale, catalogue sale and internet sale INT. CL. 38 Telecommunication services, including communications via global computer networks (internet) and websites	FABRICAS AGRUPADAS DE MUÑECAS DE ONIL, S.A. (Spain)
PINYPON  App 86019028	Pending	INT. CL. 35 Advertising; business management; business administration assistance; providing office functions INT. CL. 38 Broadcasting of radio and television programmes; video broadcasting and transmission services via the internet, featuring films INT. CL. 41 Editing and production of radio and television programmes, television series and films	FABRICAS AGRUPADAS DE MUÑECAS DE ONIL, S.A. (Spain)
PINYPCN  App 86274586 Reg 4208961	Registered	INT. CL. 28 Games and playthings, namely, miniature dolls, miniature toy figures	FABRICAS AGRUPADAS DE MUÑECAS DE ONIL, S.A. (Spain)
BARRIGUITAS BARRIGUITAS App 77521209 Reg 3783873	Registered	INT. CL. 28 Dolls	FABRICAS AGRUPADAS DE MUÑECAS DE ONIL, S.A. (Spain)
JAGGETS JAGGETS App 78414806 Reg 3122534	Registered	INT. CL. 28 Toys, namely dolls and puppets and accessories for such dolls and puppets	FABRICAS AGRUPADAS DE MUÑECAS DE ONIL, S.A. (Spain)
NENUCO FAMOSA  App 78607015 Reg 2960313	Registered	28 INT. CL. 28 Dolls and accessories for dolls	FABRICAS AGRUPADAS DE MUÑECAS DE ONIL, S.A. (Spain)

Trademark U.S. App/Reg No.	Status	Class	Owner
FEBER  App 74055510 Reg 1744643	Registered	26 INT. CL. 26 Toys; namely, board games, card games, stuffed toy animals, dolls, toy building blocks, puzzles, toy vehicles and video game machines	FABRICAS AGRUPADAS DE MUÑECAS DE ONIL, S.A. (Spain)
MUÑECAS FAMOSA  App 73095064 Reg 1084925	Registered	26 INT. CL. 26 Dolls	FABRICAS AGRUPADAS DE MUÑECAS DE ONIL, S.A. (Spain)

[Intellectual Property Supplement]