

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400428

<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>
Compass Bank		09/30/2016	Banking Corporation: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KidKraft, Inc.		
<b>Street Address:</b>	4630 Olin Road		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75244		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2980495	KIDKRAFT	
<b>Registration Number:</b>	2980497	KIDKRAFT	
<b>Registration Number:</b>	2554736	KIDKRAFT	
<b>Registration Number:</b>	2980496		
<b>Registration Number:</b>	4228739	LIVE LEARN PLAY	
<b>Registration Number:</b>	3640625	DOLLKRAFT	
<b>Registration Number:</b>	3636199	DOLL KRAFT	
<b>Registration Number:</b>	3636205	PLAYKRAFT	
<b>Registration Number:</b>	3785449	SMALL POTATOES	
<b>Registration Number:</b>	3986362	PERSONALIZATION BY KIDKRAFT	
<b>Registration Number:</b>	4836801	KIDKRAFT	
<b>Registration Number:</b>	4831199	KIDKRAFT	
<b>Registration Number:</b>	4979198		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	3128622000		
<b>Email:</b>	rob.soneson@kirkland.com		
<b>TRADEMARK</b>			

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**Correspondent Name:** Rob Soneson  
**Address Line 1:** 300 N LaSalle  
**Address Line 2:** Kirkland & Ellis LLP  
**Address Line 4:** Chicago, ILLINOIS 60654

**ATTORNEY DOCKET NUMBER:** 24760-2-RFS

**NAME OF SUBMITTER:** Rob Soneson

**SIGNATURE:** /rsoneson/

**DATE SIGNED:** 09/30/2016

**Total Attachments: 6**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release") is executed and delivered as of September 30, 2016, by COMPASS BANK, as administrative agent (the "Administrative Agent") for certain banks and other financial institutions or entities (the "Lenders"), in favor of KIDKRAFT, INC., a Delaware corporation (the "Grantor").

WITNESSETH:

WHEREAS, in connection with that certain First Lien Credit Agreement, dated as of July 9, 2015, by and among KidKraft Intermediate Holdings, LLC, as Holdings, the Grantor, as Borrower, the Lenders, and Administrative Agent (the "Credit Agreement"), the Grantor has executed and delivered that certain Trademark Security Agreement, dated as of July 9, 2015, in favor of the Administrative Agent, for itself and on behalf of the Secured Parties (as defined in the Credit Agreement) (the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, a security interest (the "Security Interest") was granted by the Grantor to the Administrative Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Collateral Agreement was recorded in the United States Patent and Trademark Office ("USPTO") on July 21, 2015, at Reel 5581 and Frame 0001; and

WHEREAS, in consideration of the satisfaction of the obligations secured by the Security Interest, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness, and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on Schedule A hereto. All terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Collateral Agreement.

2. Release of Security Interest. In consideration of the satisfaction of the obligations secured thereby, the Administrative Agent hereby terminates, releases, and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void.

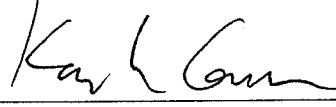
3. Recordation. The Grantor, or its designees, may record this Termination and Release in the USPTO and in any other offices as may be necessary to carry out the intention of this Termination and Release and, to the extent applicable, the Administrative Agent authorizes and requests that the USPTO record this Termination and Release.

4. Further Assurances. The Administrative Agent hereby agrees to execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby, in each case at the Grantor's expense and in form and substance reasonably satisfactory to Administrative Agent.

*[signature page follows]*

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

COMPASS BANK,  
as Administrative Agent

By: 

Name: Kayle Green

Title: Managing Director

[Signature Page to Trademark Release]

**TRADEMARK**  
**REEL: 005890 FRAME: 0372**

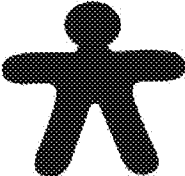
**Schedule A**

Trademark Collateral

*[follows this cover page]*

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Country	Application No./Date	Registration No./Date	Status	Owner
KIDKRAFT & DESIGN	US	76/558,690 11/07/03	2,980,495 08/02/05	Registered.	KidKraft, Inc.*
KIDKRAFT	US	76/558,752 11/07/03	2,980,497 08/02/05	Registered.	KidKraft, Inc.*
KIDKRAFT & DESIGN	US	75/868,523 12/09/99	2,554,736 04/02/02	Registered.	KidKraft, Inc.*
	US	76/558,697 11/07/03	2,980,496 08/02/05	Registered.	KidKraft, Inc.*
LIVE LEARN PLAY	US	85/395,927 08/11/11	4,228,739 10/23/12	Registered.	KidKraft, Inc.*
DOLLKRAFT	US	77/382,432 01/28/08	3,640,625 06/16/09	Registered.	KidKraft, Inc.*
DOLL KRAFT & Design	US	77/382,437 01/28/08	3,636,199 06/09/09	Registered.	KidKraft, Inc.*
PLAYKRAFT	US	77/385,935 01/31/08	3,636,205 06/09/09	Registered.	KidKraft, Inc.*
SMALL POTATOES	US	77/491,116 06/04/08	3,785,449 05/04/10	Registered.	KidKraft, Inc.*
PERSONALIZATION BY KIDKRAFT & Design	US	77/815,506 08/28/09	3,986,362 06/28/11	Registered.	KidKraft, Inc.*
KIDKRAFT	US	86/604,811 04/21/15	4,836,801 10/20/2015	Registered	KidKraft, Inc.*
KIDKRAFT	US	86/552,251 03/03/15	4,831,199 10/13/2015	Registered	KidKraft, Inc.*

Mark	Country	Application No./Date	Registration No./Date	Status	Owner
Miscellaneous Design 	US	86/552,256 03/03/15	4,979,198 06/14/2016	Registered	KidKraft, Inc.*

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