

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM402895

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Grant of Security Interest in Patents and Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		10/18/2016	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	The Step2 Company, LLC		
Street Address:	10010 Aurora-Hudson Road		
City:	Streetsboro		
State/Country:	OHIO		
Postal Code:	44241		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2159112	A STEP BEYOND	
Registration Number:	2264072	A STEP BEYOND	
Registration Number:	2587731	BOOT BENCH	
Registration Number:	2587730	GARDEN KNEELER	
Registration Number:	2831220		
Registration Number:	2873136		
Registration Number:	2732991	MAILMASTER	
Registration Number:	2753886	NATURALLY PLAYFUL	
Registration Number:	2741295	POP & WHIRL	
Registration Number:	1892697	STEP 2	
Registration Number:	1705038	STEP 2	
Registration Number:	1756878	STEP 2	
Registration Number:	1877170	STEP 2	
Registration Number:	2665621	THUNDERVOLTZ	
Registration Number:	2667401	WICKER WEAVE	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-739-5723
Email: carolyn.himmelfarb@morganlewis.com
Correspondent Name: Carolyn Himmelfarb
Address Line 1: 1111 Pennsylvania Avenue, N.W.
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	105960-0003
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NAME OF SUBMITTER:	Carolyn Himmelfarb
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SIGNATURE:	/Carolyn Himmelfarb/
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DATE SIGNED:	10/21/2016
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Total Attachments: 8

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**TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN
PATENTS AND TRADEMARKS**

THIS TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (the "Agreement") is made as of October 18, 2016 by Ares Capital Corporation, a Maryland corporation (as successor by merger to Allied Capital Corporation), as administrative agent ("Secured Party") in favor of The Step2 Company, LLC, a Delaware limited liability company (the "Grantor").

WHEREAS, the Grantor granted security interests in certain intellectual property and related rights to Secured Party pursuant to (i) that certain Grant of Security Interest in Patents and Trademarks, dated as April 12, 2006, by Grantor in favor of Secured Party (the "2006 IP Security Agreement"), (ii) that certain Grant of Security Interest in Patents and Trademarks, dated as September 18, 2007, by Grantor in favor of Secured Party (the "2007 IP Security Agreement") and (iii) that certain Grant of Security Interest in Patents and Trademarks, dated as January 28, 2011 (the "2011 IP Security Agreement"), (the 2006 IP Security Agreement, the 2007 IP Security Agreement, and the 2011 IP Security Agreement, collectively, the "IP Security Agreements");

WHEREAS, pursuant to the IP Security Agreement, the Grantor granted security interests in all of its right, title and interest in and to the trademark and service mark registrations and applications in the United States Patent and Trademark Office as set forth on Schedule I attached hereto (all such trademark and service mark registrations and applications, collectively, the "Trademarks") and the patents and patent applications listed on Schedule II attached hereto (all such patents and patent applications, collectively, the "Patents") to the extent such Patents and Trademarks constitute Collateral, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks (collectively, the "Intellectual Property");

WHEREAS, an executed copy of the 2006 IP Security Agreement was recorded in the United States Patent and Trademark Office against patents at reel 017492, frame 0074 on April 19, 2006;

WHEREAS, an executed copy of the 2006 IP Security Agreement was recorded in the United States Patent and Trademark Office against trademarks at reel 3292, frame 0524 on April 19, 2006;

WHEREAS, an executed copy of the 2007 IP Security Agreement was recorded in the United States Patent and Trademark Office at reel 019899, frame 0362 on October 01, 2007;

WHEREAS, an executed copy of the 2011 IP Security Agreement was recorded in the United States Patent and Trademark Office against trademarks at reel 004464, frame 0409 on January 31, 2011;

WHEREAS, an executed copy of the 2011 IP Security Agreement was recorded in the United States Patent and Trademark Office against patents at reel 025747, frame 0062 on February 4, 2011; and

WHEREAS, Grantor has requested that Secured Party terminate and release its security interest in Grantor's Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Party hereby:

1. terminates and releases any and all security interests of Secured Party in Grantor's Intellectual Property without recourse or representation or warranty, express or implied, of any kind;
2. agrees that any power of attorney or similar rights granted by Grantor to Secured Party with respect to the Intellectual Property pursuant to or in connection with the IP Security Agreement is terminated; and
3. authorizes Grantor or any other third party to record, and requests that the United States Patent and Trademark Office note and record the existence of this Agreement hereby given.

All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the IP Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Termination and Release of Grant of Security Interest in Patents and Trademarks to be executed by its duly authorized officer as of the date above first written.

SECURED PARTY:

ARES CAPITAL CORPORATION, as
Secured Party

By: 

Name:

Ian Fitzgerald

Title:

Authorized Signatory

[Signature Page to Termination and Release of Grant of Security Interest in Patents and Trademarks]


TRADEMARK
REEL: 005905 FRAME: 0320

Schedule I

Trademarks

[3292/0524]

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
A STEP BEYOND	U.S.	75/333,727 7/31/97	2,159,112 5/19/98
A STEP BEYOND	U.S.	75/333,544 7/31/97	2,264,072 7/27/99
BOOT BENCH	U.S.	76/166,103 11/15/00	2,587,731 7/2/02
GARDEN KNEELER	U.S.	76/166,102 11/15/00	2,587,730 7/2/02
Mailbox Design 	U.S.	76/300,137 8/14/01	2,831,220 4/13/04
Mailbox Design 	U.S.	76/299,414 8/14/01	2,873,136 8/17/04
MAILMASTER	U.S.	76/281,024 7/6/01	2,732,991 7/1/03
NATURALLY PLAYFUL	U.S.	76/277,862 6/28/01	2,753,886 8/19/03
POP & WHIRL	U.S.	76/394,858 4/12/02	2,741,295 7/29/03
STEP 2	U.S.	74/200,699 9/4/91	1,892,697 5/2/95
STEP 2	U.S.	74/202,161 9/6/91	1,705,038 8/4/92
STEP 2 	U.S.	74/202,164 9/6/91	1,756,878 3/9/93

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
STEP 2 	U.S.	74/200,633 9/4/91	1,877,170 1/31/95
THUNDERVOLTZ	U.S.	76/257,400 5/15/01	2,665,621 12/24/02
WICKER WEAVE	U.S.	76/254,963 5/10/01	2,667,401 12/24/02
STEP 2	Canada	0756864 6/7/94	TMA515367 8/5/99
STEP 2	France	93 482341 9/3/93	93 482341 9/3/93
STEP2	Germany	399773851 12/7/99	39977385 8/1/00
STEP 2	Italy	4900 2003 RM 9/18/03	

Schedule II

Patents & Patent Applications

[017492/0074]

Title	Patent No. Issue Date
Plastic mailbox	D497,465
Toy kitchen	D492,741
Toy kitchen	D492,369
Toy kitchen	D490,862
Toy kitchen	D490,124
Toy kitchen	D490,123
Toy kitchen	D489,775
Toy kitchen	D489,774
Plastic mailbox	D489,160
Plastic mailbox	D489,159
Plastic mailbox	D488,908
Caution device	D466,825

Title	Patent No. Issue Date
Container	D463,123
Toy tugboat	D337,136

[019899/0362]

Owner	Name	Applic. No./ Filing Date	Country	Patent No. Issue Date
The Step2 Company	Sand And Water Table	29/208,616 7/1/04	U.S.	D519,182 4/18/06
The Step2 Company, LLC	Unpublished Application	10/939,692 9/13/04	U.S.	
The Step2 Company, LLC	Unpublished Application	60/920,444 3/28/07	U.S.	
The Step2 Company, LLC	Unpublished Application	60/941,153 5/31/07	U.S.	

[025747/0062]

Owner	Name	Appl. No./ Filing Date	Country	Patent No. Issue Date
The Step2 Company, LLC	Container	29/150,546 11/19/01	U.S.	D463,123 9/24/02
The Step2 Company, LLC	Modern Lings Kitchen	29/339,897 7/09/2009	U.S.	D613,344 4/06/2010
The Step2 Company, LLC	Air T-ball	12/130,540 5/31/2008	U.S.	Provisional
The Step2 Company, LLC	Adjustable Height Table	12/752,302 4/02/2010	U.S.	Pending
The Step2 Company, LLC	Art Desk	12/559,806 9/15/2009	U.S.	Pending
The Step2 Company, LLC	Basketball Field Goal	12/796,271 9/27/2010	U.S.	Pending
The Step2 Company, LLC	Modular Inflatables	12/476,750 6/02/2009	U.S.	Pending
The Step2 Company, LLC	Nature Hut	12/433,409 4/30/2009	U.S.	Pending
The Step2 Company, LLC	Push Pull Coupe	12/398,296 3/05/2009	U.S.	Pending
The Step2 Company, LLC	Retro-Diner	61/028,633 2/14/2008	U.S.	Pending
The Step2 Company, LLC	X Chair	29/366,374 5/01/2009	U.S.	Pending