

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429028

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Amzak Capital Management, LLC		04/28/2017	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Marbles Holdings, LLC
Street Address:	1918 North Mendell St.
Internal Address:	4th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60642
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4614544	BRAINBOWS
Registration Number:	4554340	BRAINDROPS
Registration Number:	4614545	BRAINFREEZE
Registration Number:	4516128	CATCHOO
Registration Number:	4614549	EGGHEAD
Registration Number:	4756422	FLINGONS
Registration Number:	4606378	THE FOUR SQUARE KIT WITH A WONKY BIT
Registration Number:	4336221	TOUCHY FEELY
Registration Number:	4329522	BRAIN SHOWERS
Registration Number:	4713951	D.I.WISE
Registration Number:	4777518	HOW TO MAKE A COWBOY TAKE A BATH
Registration Number:	4637132	IDIOMADDICT
Registration Number:	4344240	ROCK ME ARCHIMEDES
Registration Number:	4329415	SKIPPITY DO
Registration Number:	4325867	SMART PUZZLES
Registration Number:	4329426	STICK BOMBS
Registration Number:	4322183	THE BRAIN CUBE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4637110	THE BRAIN TICKLER
Registration Number:	4687374	TIC TAC TWO

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 416 364 6002 x. 2531
Email: katyd@spinmaster.com
Correspondent Name: Katy Davis
Address Line 1: 121 Bloor Street East
Address Line 2: Spin Master Ltd.
Address Line 4: Toronto, CANADA M4W 3M5

NAME OF SUBMITTER:	Katy Davis
SIGNATURE:	/Katy Davis/
DATE SIGNED:	05/26/2017

Total Attachments: 4
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TRADEMARK RELEASE

This Trademark Release (this "Release") is effective as of April 28, 2017, by **AMZAK CAPITAL MANAGEMENT, LLC** as Secured Party ("Secured Party") and **MARBLES HOLDINGS, LLC**, a Delaware limited liability company ("Grantor").

WHEREAS, Grantor was party to that certain Loan and Security Agreement, dated as of December 29, 2015 (the "Loan Agreement"), by and among Grantor, Marbles Brain Workshop LLC, a Delaware limited liability Company ("Workshop"), Marbles LLC, an Illinois limited liability company (the "Borrower") and Siena Lending Group, LLC, a Delaware limited liability company ("Original Lender");

WHEREAS, among other documents delivered in connection with the transactions contemplated by the Loan Agreement, Grantor, Borrower and Original Lender entered into that certain Intellectual Property Security Agreement (the "IP Security Agreement"), dated as of December 29, 2015, pursuant to which Grantor granted Original Lender a security interest in the marks listed on **Schedule A** hereto (the "Trademarks");

WHEREAS, pursuant to that certain Assignment and Acceptance Agreement, dated as of January 11, 2017 (the "Assignment Agreement"), Original Lender sold and assigned all of its rights and obligations under the Loan Agreement, including Original Lender's rights under the IP Security Agreement, to Secured Party;

WHEREAS, in accordance with the Assignment Agreement, Original Lender conveyed its security interest in the Trademarks to Secured Party, and such conveyance was recorded with the Trademark Division of the United States Patent and Trademark Office on January 11, 2017 at Reel 005983, Frame 0875;

WHEREAS, on February 3, 2017, Grantor, Borrower and Workshop each filed a separate voluntary petition for relief commencing cases under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. 101 *et seq.* (the "Bankruptcy Code"), designated as Case Numbers 17-3308, 17-3309, and 17-3310, jointly administered under Case No. 17-3309 in the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division (the "Bankruptcy Court");

WHEREAS, in accordance with the Bankruptcy Code, Grantor, Borrower and Workshop entered into that certain Asset Purchase Agreement, dated as of April 7, 2017 (the "Asset Purchase Agreement") with Spin Master, Ltd., a Canadian corporation ("Spin Master") providing for, among other things, the sale, transfer, conveyance, assignment and delivery by Grantor to Spin Master of all of Grantor's right, title and interest in and to all of Grantor's marks, including the Trademarks;

WHEREAS, on April 26, 2017, the Bankruptcy Court, in the Chapter 11 Case of *In re Marbles Holdings, LLC, et al., Case No. 17-3309 (Jointly Administered)*, entered that certain *Order Authorizing Sale of E-Commerce and Wholesale Business Assets and Certain Other Assets of the Estates of the Debtors Free and Clear of Liens, Claims, Encumbrances and Interests*,

Assumption and Assignment of Executory Contracts and Unexpired Leases and Related Relief [Doc. No. 260] (the "Sale Order");

WHEREAS, among other things, the Sale Order (i) approved the Asset Purchase Agreement and the transactions contemplated thereby (ii) provided for the purchase and sale of the Acquired Assets (as defined therein), including the Trademarks, free and clear of any and all liens, interests, liabilities and encumbrances whatsoever to the fullest extent permitted by the Bankruptcy Code and (iii) authorized Spin Master to execute and file all instruments necessary to effectuate the transactions contemplated by the Sale Order and the Asset Purchase Agreement, including this Release;

WHEREAS, Secured Party has agreed to and confirms its release of the entirety of its security interest in and lien on all of Grantor's right, title and interest in, to and under the Trademarks and assigns the same to Spin Master.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby fully and finally terminates the IP Security Agreement and releases its security interest in and lien on all of Grantor's right, title and interest in and to (i) the Trademarks, (ii) the goodwill of the businesses with which the Trademarks are associated, and (iii) all causes of action arising prior to or after the date thereof for infringement of any of the Trademarks or unfair competition regarding the same.


2. Secured Party hereby assigns, grants and conveys to Spin Maser all of Secured Party's right, title and interest (if any) in and to (i) the Trademarks, (ii) the goodwill of the businesses with which the Trademarks are associated, and (iii) all causes of action arising prior to or after the date thereof for infringement of any of the Trademarks or unfair competition regarding the same.

3. This Trademark Release is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such jurisdiction, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed, by its duly authorized representative effective as of the date first written above.

AMZAK CAPITAL MANAGEMENT, LLC
Secured Party

By: 
Name: ROZMA
Title: President

Schedule A

<u>Grantor</u>	<u>Registration Number</u>	<u>Mark</u>
Marbles Holdings, LLC	3953397	MARBLES THE BRAIN STORE
Marbles Holdings, LLC	4322183	THE BRAIN CUBE
Marbles Holdings, LLC	4329415	SKIPPITY DO
Marbles Holdings, LLC	4336221	TOUCHY FEELY
Marbles Holdings, LLC	4329426	STICK BOMBS
Marbles Holdings, LLC	4325867	SMART PUZZLES
Marbles Holdings, LLC	4329437	SPLICKETY LIT
Marbles Holdings, LLC	4777518	HOW TO MAKE A COWBOY TAKE A BATH
Marbles Holdings, LLC	4329522	BRAIN SHOWERS
Marbles Holdings, LLC	4344240	ROCK ME ARCHIMEDES
Marbles Holdings, LLC	4645834	THINKAMABOB
Marbles Holdings, LLC	4614544	BRAIN BOWS
Marbles Holdings, LLC	4614545	BRAIN FREEZE
Marbles Holdings, LLC	4516128	CATCHOO
Marbles Holdings, LLC	4614549	EGGHEAD
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