

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank		05/27/2003	Administrative Agent/Grantee: UNITED STATES

## RECEIVING PARTY DATA

Name:	Spencer Gifts LLC
Street Address:	6826 Black Horse Pike
City:	Egg Harbor Township
State/Country:	NEW JERSEY
Postal Code:	08234-4197
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2585092	CINEMA SCREAMS
Registration Number:	2572359	DAISY
Registration Number:	1689438	DAPY
Registration Number:	2583531	DAPY
Registration Number:	2081567	FORBIDDEN PLEASURES
Registration Number:	2123409	FRIGHT STUFF
Registration Number:	1518073	FRIGHT STUFF
Registration Number:	2120642	GLOW
Registration Number:	2100325	GLOW
Registration Number:	2204299	
Registration Number:	2722394	GROOVE TUBE
Registration Number:	2547947	HALLOWEEN HEADQUARTERS
Registration Number:	2000248	HOLLYWOOD ILLUSIONS

TRADEMARK

900082832

REEL: 003590 FRAME: 0493

CH \$640.00 2585092

Registration Number:	2227195	LUMASERIES
Registration Number:	2694886	MEGAVOLT
Registration Number:	2722355	NEUTRON
Registration Number:	1478090	SG
Registration Number:	0857651	SPENCER GIFTS
Registration Number:	0832689	SPENCER GIFTS
Registration Number:	2341574	SPIRIT
Registration Number:	2341576	SPIRIT
Registration Number:	2353856	SPIRIT HALLOWEEN SUPERSTORES
Registration Number:	2582885	SPIRIT PARTY & COSTUME
Registration Number:	2686244	WILD 'N' CRAZY
Registration Number:	2776366	WORLD'S HALLOWEEN HEADQUARTERS

#### CORRESPONDENCE DATA

Fax Number: (215)864-9934  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 215-665-8500  
 Email: hayesdj@ballardspahr.com  
 Correspondent Name: Donita Hayes, Legal Assistant  
 Address Line 1: 1735 Market Street, 51st Floor  
 Address Line 2: Ballard Spahr Andrews & Ingersoll, LLP  
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	089958
NAME OF SUBMITTER:	Donita Hayes
Signature:	/donita hayes/
Date:	07/26/2007

Total Attachments: 8  
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## SECURITY INTEREST AND LIEN RELEASE AGREEMENT

This **SECURITY INTEREST AND LIEN RELEASE AGREEMENT** (this "Agreement"), dated as of May 27, 2003, is by and among **Vivendi Universal Entertainment LLLP** (the "Borrower"), a Delaware limited liability limited partnership, **Spencer Gifts LLC** (the "Lien Grantor"), a Delaware limited liability company, **JPMorgan Chase Bank**, as Administrative Agent (in such capacity, the "Administrative Agent") and as the Grantee under the Security Agreement (defined below) (in such capacity, the "Grantee"), and **Bank of America, N.A.** ("BofA").

**WHEREAS**, the Borrower, the "Mandated Lead Arrangers" identified therein, the "Banks" identified therein, and the Administrative Agent are parties to an Amended and Restated Agreement, dated as of November 25, 2002 (as amended from time to time, the "Loan Agreement");

**WHEREAS**, the Lien Grantor is a guarantor of the Borrower's obligations under the Loan Agreement;

**WHEREAS**, pursuant to

- (i) the Guarantee and Security Agreement, dated as of November 25, 2002 (as amended and/or supplemented from time to time, the "Security Agreement"), by and among the Borrower, the Lien Grantor, the other "Guarantors" identified therein, and the Grantee;
- (ii) a Trademark Security Agreement, dated as of December 4, 2002 (the "Trademark Agreement"), by and between the Lien Grantor and the Grantee;
- (iii) a Supplemental Trademark Security Agreement, dated as of January 8, 2003 (the "Supplemental Trademark Agreement"), by and between the Lien Grantor and the Grantee;
- (iv) a Spencer Gifts LLC Patent Security Agreement, dated as of January 8, 2003 (the "Patent Agreement"), by and between the Lien Grantor and the Grantee; and
- (v) certain other Security Documents (as defined in the Loan Agreement),

the Lien Grantor has guaranteed certain obligations of the Borrower and secured such guarantee by granting to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Lien Grantor;

**WHEREAS**, the Borrower intends to enter into a transaction that will result in an alienation of the control of the Lien Grantor (the "Merger"), which transaction is permitted by Clause 15.9(b)(vi) of the Loan Agreement; and

**WHEREAS**, JPMorgan Chase Bank, as Administrative Agent and as the Grantee desires to release all security interests in and liens over the Lien Grantor and the Lien Grantor's Assets, such release to be simultaneous with the closing of the Merger (the "Effective Time").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1.1 Releases.

(a) JPMorgan Chase Bank, as Administrative Agent and as the Grantee hereby terminates and releases, effective as of the Effective Time:

(i) the security interests granted by the Lien Grantor in (and any liens over) the assets and rights of the Lien Grantor described in Section 3(a) of the Security Agreement;

(ii) the security interest granted by the Lien Grantor over the "Trademark Collateral" (as defined in the Trademark Agreement);

(iii) the security interest granted by the Lien Grantor over the "Supplemental Trademark Collateral" (as defined in the Supplemental Trademark Agreement);

(iv) the security interest granted by the Lien Grantor over the "Patent Collateral" (as defined in the Patent Agreement);

(v) the security interest in and pledge of the limited liability company interests in the Lien Grantor granted and made by the Borrower in the Security Agreement; and

(vi) any other security interests granted by the Lien Grantor or the Borrower in the assets of the Lien Grantor.

(b) JPMorgan Chase Bank, as Administrative Agent and as the Grantee hereby releases, acquits, and discharges, effective as of the Effective Time, the Lien Grantor from any and all obligations or liability under the Security Agreement, the Trademark Agreement, the Supplemental Trademark Agreement, or the Patent Agreement.

(c) The Administrative Agent and BofA hereby release, acquit, and discharge, effective as of the Effective Time, the Lien Grantor from any and all obligations or liability under the Master Deposit Account Control Agreement, as amended (the "Account Control Agreement"), dated as of November 25, 2002, among Borrower, the "Lien Grantors" identified therein, the Administrative Agent, and BofA.

Section 1.2 Consent to Jurisdiction. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the state courts located within the State of New York, over any action or proceeding relating to, or arising under or in connection with this Agreement and consents to personal jurisdiction of such courts and waives any objection to such courts' jurisdiction.

Section 1.3 Waiver of Jury. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL

PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE ANCILLARY AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 1.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto, it being understood that all parties hereto need not sign the same counterpart. For the sake of clarity, the parties hereto acknowledge and agree that facsimile signatures shall have the same effect as manually executed signatures hereunder.

Section 1.5 Entire Agreement; Third-Party Beneficiaries.

(a) This Agreement and the documents and instruments and other agreements among the parties hereto contemplated hereby constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof.

(b) No individuals or entities, other than the Parties hereto, are beneficiaries of this Agreement and no such individuals or entities will be entitled to enforce any provision hereof.

Section 1.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

Section 1.7 Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 1.8 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 1.9 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the parties hereto. No waiver by any party hereto of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.


Section 1.10 Further Assurances; Authorization. The Administrative Agent, the Grantee, and BofA will, from time to time after the Effective Time and upon the reasonable request of the Lien Grantor or the Borrower, execute and deliver such instruments, certifications, and documents reasonably necessary to evidence and confirm the releases contained in Section 1.1 of this Agreement, including, without limitation, UCC Financing Statement Amendments indicating a "termination" and releases of any security interests in the "Trademark Collateral," the "Supplemental Trademark Collateral," and the "Patent Collateral" filed with the Patent and

Trademark Office. In furtherance of the foregoing, the Administrative Agent and the Grantee hereby authorize each of the Lien Grantor and the Borrower, acting jointly or individually, to file (at or after the Effective Time) UCC Financing Statement Amendments for each of the financing statements evidencing the security interests that are released in Section 1.1 of this Agreement.

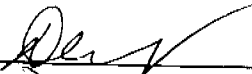
*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized respective officers as of the date first written above.

**SPENCER GIFTS LLC**

By:   
Name: Diana Schultz  
Title: Senior Vice President

**VIVENDI UNIVERSAL ENTERTAINMENT LLLP**

By:   
Name: Diana Schultz  
Title: Senior Vice President

**JPMORGAN CHASE BANK, as Administrative Agent  
and the Grantee**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BANK OF AMERICA, N.A.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized respective officers as of the date first written above.

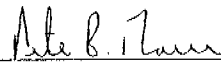
**SPENCER GIFTS LLC**

By: \_\_\_\_\_  
Name:  
Title:

**VIVENDI UNIVERSAL ENTERTAINMENT LLLP**

By: \_\_\_\_\_  
Name:  
Title:

**JPMORGAN CHASE BANK**, as Administrative Agent  
and the Grantee

By:   
Name: **Peter B. Thauer**  
Title: **Vice President**

**BANK OF AMERICA, N.A.**

By: \_\_\_\_\_  
Name:  
Title:



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized respective officers as of the date first written above.

**SPENCER GIFTS LLC**

By: \_\_\_\_\_  
Name:  
Title:

**VIVENDI UNIVERSAL ENTERTAINMENT LLLP**

By: \_\_\_\_\_  
Name:  
Title:

**JPMORGAN CHASE BANK**, as Administrative Agent  
and the Grantee

By: \_\_\_\_\_  
Name:  
Title:

**BANK OF AMERICA, N.A.**

By: Thomas J. Kane  
Name: Thomas J. Kane  
Title: Principal

Trademark Schedule to Security Interest and Lien Release Agreement

<b>Trademark</b>	<b>Registration No.</b>
CINEMA SCREAMS	2585092
DAISY	2572359
DAPY	1689438
DAPY and Design	2583531
FORBIDDEN PLEASURES	2081567
FRIGHT STUFF	2123409
FRIGHT STUFF and Design	1518073
GLOW	2120642
GLOW and Design	2100325
GLOW and Design	2204299
GROOVE TUBE	2722394
HALLOWEEN HEADQUARTERS	2547947
HOLLYWOOD ILLUSIONS and Design	2000248
LUMASERIES	2227195
MEGAVOLT	2694886
NEUTRON	2722355
SG (stylized)	1478090
SPENCER GIFTS	0857651
SPENCER GIFTS	0832689
SPIRIT	2341574
SPIRIT and Design	2341576
SPIRIT HALLOWEEN SUPERSTORES	2353856
SPIRIT PARTY & COSTUME	2582885
WILD 'N' CRAZY	2686244
WORLD'S HALLOWEEN HEADQUARTERS	2776366