

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Uncle Milton Industries, Inc.		09/05/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	East West Bank
Street Address:	9300 Flair Drive
Internal Address:	6th Floor
City:	El Monte
State/Country:	CALIFORNIA
Postal Code:	91731
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Registration Number:	3097826	3-D ADVENTURE PROJECTOR
Registration Number:	0863461	ANT FARM
Registration Number:	2209162	ANT FARM VILLAGE
Registration Number:	2214709	ANTVILLE
Registration Number:	2818232	AQUASAURS
Registration Number:	2792162	BACK 2 NATURE
Registration Number:	3085328	BUG JUG
Registration Number:	2448268	BUTTERFLY JUNGLE
Registration Number:	2448271	BUTTERFLY RAIN FOREST
Registration Number:	3059750	CANDY VOLCANO
Registration Number:	3021249	COMET BALL
Registration Number:	3299471	DINO DIG CHALLENGE
Registration Number:	2960195	DINO XCAVATOR

CH \$1440.00 3097826

Registration Number:	3248879	FARM FRESH
Registration Number:	4162598	FIREWORKS LIGHT SHOW
Registration Number:	2803279	FISH IN SPACE
Registration Number:	3185104	GEL COLONY
Registration Number:	1706416	GEOSCOPE
Registration Number:	1568280	GIANT
Registration Number:	3089992	HYDRO GREENHOUSE
Registration Number:	3103630	MINI SCIENCE ADVENTURES
Registration Number:	3304265	MOON IN MY ROOM
Registration Number:	3095369	MRS. MOOREWORK
Registration Number:	2483143	PLANET FROG
Registration Number:	4105262	RAINBOW IN MY ROOM
Registration Number:	3088962	RC SNAKE
Registration Number:	3172594	RUMBLE BUGS
Registration Number:	2432227	SCOPE IT OUT
Registration Number:	4137014	SCURRY AND SCARE
Registration Number:	3087535	SGT. RUFFHAUSER
Registration Number:	3095363	SHADOW MAGIC
Registration Number:	3295249	SHARK REEF
Registration Number:	4140356	SHOOTING STARS IN MY ROOM
Registration Number:	4105263	SOLAR SYSTEM IN MY ROOM
Registration Number:	3184830	SONIC WING
Registration Number:	2626799	STAR PLANETARIUM
Registration Number:	3611967	STAR PLANETARIUM
Registration Number:	2710964	STAR THEATER
Registration Number:	2944468	STRATO LAUNCHER
Registration Number:	2131372	SURF FROGS
Registration Number:	3097821	T-REX BATTLE
Registration Number:	4102139	T-REXCAVATOR
Registration Number:	2858040	UNCLE MILTON
Registration Number:	3987795	UNCLE MILTON
Registration Number:	4133574	UNCLE MILTON
Registration Number:	2589214	UNDERSEA EXPLORER
Registration Number:	3119830	X4 ROVER
Registration Number:	3616007	

	2327915	
Registration Number:	2144076	
Serial Number:	85586916	3-D ADVENTURE PROJECTOR
Serial Number:	85365793	DREAM FAIRY
Serial Number:	85365713	FIRE AND ICE VOLCANO
Serial Number:	85539368	GEL COLONY
Serial Number:	85365697	HORRIBLE PETS
Serial Number:	85365733	IN MY ROOM
Serial Number:	85739298	WILD WALLS

CORRESPONDENCE DATA

Fax Number: 6192331158
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 619-233-1155
Email: sdrake@allenmatkins.com
Correspondent Name: Scott Drake, Paralegal
Address Line 1: 501 West Broadway
Address Line 2: 15th Floor
Address Line 4: San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:	371556-00008
NAME OF SUBMITTER:	Blake Seaton, SVP East West Bank
Signature:	/Blake Seaton/
Date:	10/04/2012

Total Attachments: 14
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2012 (this "Agreement"), is made by UNCLE MILTON INDUSTRIES, INC., a California corporation (the "Grantor"), in favor of EAST WEST BANK, as the Lender (together with its successor(s) thereto in such capacity, the "Lender").

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of August 31, 2012 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), between the Grantor and the Lender, the Lender has agreed to extend credit to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of August 31, 2012 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Lender a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common-Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I, to the extent permitted by such Trademark License;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the

goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (iii) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement.

The Security Agreement (and all rights and remedies of the Administrative Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Waiver, etc. The Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations, this Agreement and the Security Agreement and any requirement that the Lender protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against any Grantor or any other Person (including any other Grantor) or entity or any Collateral securing the Obligations, as the case may be. As provided below, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

SECTION 5. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of the Borrower and any of its Subsidiaries. Upon any such Disposition, other permitted transaction or termination, the Lender will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Lender hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement.

SECTION 8. Governing Law, Entire Agreement, etc. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA.

SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first written above.

UNCLE MILTON INDUSTRIES, INC. as Grantor

By: 
Name: Christine Anderson
Title: Chief Financial Officer & Chief Operations Officer

EAST WEST BANK as Lender

By: _____
Name: Blake Spaton
Title: Senior Vice President

NOTARY ACKNOWLEDGMENT

State of California
County of Ventura

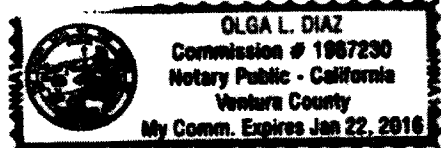
On September 5, 2012 before me, Olga L. Diaz, a notary
(Insert name and title of the officer)

personally appeared Christine Anderson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



OPTIONAL

The following information is **not** required by law, but may be helpful to other parties relying on the document and may deter fraudulent activity if removed and reattached to another document.

Title (or type) of Document: _____

Number of pages (not including this page): _____

13-0053-01
(02 2008)

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first written above.


UNCLE MILTON INDUSTRIES, INC., as Grantor

By: _____

Name: Christine Anderson
Title: Chief Financial Officer & Chief Operations Officer

EAST WEST BANK, as Lender

By: _____


Name: Blake Seaton
Title: Senior Vice President

Trademark Security
Agreement
Signature Page

1-

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TRADEMARK
REEL: 004873 FRAME: 0494

SCHEDULE I
to Trademark Security Agreement

UNCLE MILTON TM CHART

A	B	C	D	E	F
Mark	Country	Registration No.	Registered	Serial No.	Filed
1					
2	3-D ADVENTURE PROJECTOR	US		85586916	2-Apr-12
3	3-D ADVENTURE PROJECTOR	US	3097826	78625950	9-May-05
4	ANT FARM	US	863461	72268158	3-Apr-67
5	ANT FARM VILLAGE	US	2209162	75421397	22-Jan-98
6	ANTVILLE	US	2214709	75421396	22-Jan-98
7	AQUASAURS	US	2818232	76473692	10-Dec-02
8	BACK 2 NATURE	US	2792162	76302075	20-Aug-01
9	BUG JUG	US	3085328	78626075	9-May-05
10	BUTTERFLY JUNGLE	US	2448268	75676374	7-Apr-99
11	BUTTERFLY RAIN FOREST	US	2448271	75678664	7-Apr-99
12	CANDY VOLCANO	US	3059750	78626059	9-May-05
13	COMET BALL	US	3021249	75844581	10-Nov-99
14	DINO DIG CHALLENGE	US	3299471	78740398	25-Oct-05
15	DINO XCAVATOR	US	2960195	76473696	10-Dec-02
16	DREAM FAIRY	US		85365793	7-Jul-11

TRADEMARK

UNCLE MILTON TM CHART

	A	B	C	D	E	F
	MARK	COUNTRY	REGISTRATION NO.	REGISTERED	SERIAL NO.	FILED
1						
17	FARM FRESH	US	3248879	5-Jun-07	77056718	4-Dec-06
18	FIRE AND ICE VOLCANO	US			85365713	7-Jul-11
19	FIREWORKS LIGHT SHOW	US	4162598	19-Jun-12	85365769	7-Jul-11
20	FISH IN SPACE	US	2803279	6-Jan-04	76408588	15-May-02
21	GEL COLONY	US	3185104	12-Dec-06	78740378	25-Oct-05
22	GEL COLONY	US			85539368	10-Feb-12
23	GEOSCOPE	US	1706416	11-Aug-92	74200997	5-Sep-91
24	GIANT	US	1568280	28-Nov-89	73740819	19-Jul-88
25	HORRIBLE PETS	US			85365697	7-Jul-11
26	HYDRO GREENHOUSE	US	3089992	9-May-06	78626137	9-May-05
27	IN MY ROOM	US			85365733	7-Jul-11
28	MINI SCIENCE ADVENTURES	US	3103630	13-Jun-06	78625926	9-May-05
29	MOON IN MY ROOM	US	3304265	2-Oct-07	78779732	22-Dec-05
30	MRS. MOOREWORK	US	3095369	23-May-06	78627783	11-May-05
31	PLANET FROG	US	2483143	28-Aug-01	75676354	7-Apr-99

TRADEMARK

UNCLE MILTON TM CHART

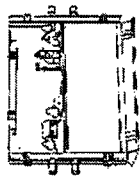

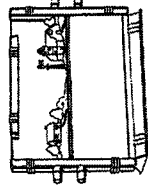
	A	B	C	D	E	F
	MARK	COUNTRY	REGISTRATION NO.	REGISTERED	SERIAL NO.	FILED
1						
32	RAINBOW IN MY ROOM	US	4105262	28-Feb-12	85365547	7-Jul-11
33	RC SNAKE	US	3088962	2-May-06	78625902	9-May-05
34	RUMBLE BUGS	US	3172594	14-Nov-06	78740401	25-Oct-05
35	SCOPE IT OUT	US	2432227	27-Feb-01	75676330	7-Apr-99
36	SCURRY AND SCARE	US	4137014	1-May-12	85365783	7-Jul-11
37	SGT RUFFHAUSER	US	3087535	2-May-06	78627767	11-May-05
38	SHADOW MAGIC	US	3095363	23-May-06	78625845	9-May-05
39	SHARK REEF	US	3295249	18-Sep-07	78740408	25-Oct-05
40	SHOOTING STARS IN MY ROOM	US	4140356	8-May-12	85365759	7-Jul-11
41	SOLAR SYSTEM IN MY ROOM	US	4105263	28-Feb-12	85365613	7-Jul-11
42	SONIC WING	US	3184830	12-Dec-06	78625659	9-May-05
43	STAR PLANETARIUM	US	2626799	24-Sep-02	75889030	6-Jan-00
44	STAR PLANETARIUM	US	3611967	28-Apr-09	77572608	17-Sep-08
45	STAR TREATER	US	2710964	29-Apr-03	76375590	27-Feb-02

TRADE MARK

UNCLE MILTON TM CHART

	A	B	C	D	E	F
1	MARK	COUNTRY	REGISTRATION NO.	REGISTERED	SERIAL NO.	FILED
46	STRATO LAUNCHER	US	2944468	26-Apr-05	76481570	9-Jan-03
47	SURF FROGS	US	2131372	20-Jan-98	75187392	15-Oct-96
48	T-REX BATTLE	US	3097821	30-May-06	78625625	9-May-05
49	T-REXCAVATOR	US	4102139	21-Feb-12	85365580	7-Jul-11
50	UNCLE MILTON	US	2858040	29-Jun-04	78265317	20-Jun-03
51	UNCLE MILTON & DESIGN	US	3987795	5-Jul-11	77963758	19-Mar-10
52	UNCLE MILTON & DESIGN	US	4133574	1-May-12	77963809	19-Mar-10
53	UNDERSEA EXPLORER	US	2589214	2-Jul-02	75884093	29-Dec-99
54	WILD WALLS	US			85739298	26-Sep-12
55	X4 ROVER	US	3119830	25-Jul-06	78626091	9-May-05
56	TRADEMARK	US	3616007	5-May-09	77601447	27-Oct-08

UNCLE MILTON TM CHART

	A	B	C	D	E	F
	MARK	COUNTRY	REGISTRATION NO.	REGISTERED	SERIAL NO.	FILED
1						
57		US	2327915	14-Mar-00	75477382	30-Apr-98
58		US	2144076	17-Mar-98	75150501	15-Aug-96
59		EM	5882667	4-Jan-08	5882667	5-Aug-07
60						
61						
62						
63						
64						

TRADEMARK

UNCLE MILTON TM CHART

	A	B	C	D	E	F
1	Mark	Country	Registration No.	Registered	Serial No.	Filed
65						
66						
67						
68						
69						

RECORDED: 10/04/2012

TRADEMARK
REEL: 004873 FRAME: 0501