

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		11/27/2012	bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Fun Express LLC		
Street Address:	4206 South 108th Street		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68137		
Entity Type:	LIMITED LIABILITY COMPANY: NEBRASKA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2234368		
Registration Number:	3694513	WHEN IT COMES TO FUN, WE'RE ALL BUSINESS	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Alexander V. Ulianov, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	23120-2004		
NAME OF SUBMITTER:	Alexander V. Ulianov		

Signature:	/Alexander V. Ulianov/
Date:	11/27/2012
Total Attachments: 4 source=CS Fun Express Trademark Release#page1.tif source=CS Fun Express Trademark Release#page2.tif source=CS Fun Express Trademark Release#page3.tif source=CS Fun Express Trademark Release#page4.tif	

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

This Termination and Release of Grant of Security Interest in Trademarks (the “Trademark Release”) is conveyed as of November 27, 2012, by **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, as Collateral Agent for itself and other Lenders (as defined below) under the Credit Agreement referred to below (in such capacity, the “Collateral Agent”), in favor of **FUN EXPRESS LLC** a Nebraska limited liability company having a principal place of business at 4206 South 108th Street, Omaha, Nebraska 68137 (“Grantor”). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement.

WHEREAS, pursuant to that certain Term Loan Credit Agreement, dated as of February 11, 2011 (as amended, amended and restated, or otherwise modified to the date hereof, the “Credit Agreement”), among Oriental Trading Company, Inc., OTC Worldwide Holdings, Inc., OTC Brands, Inc., the Lenders (as defined in the Credit Agreement) and Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent for the Lenders, and the Security Documents, the Grantor granted Collateral Agent a security interest in favor of Collateral Agent, in and to certain intellectual property held by the Grantor, including without limitation the Trademark Collateral (as defined below) (the “Security Interest”).

WHEREAS, notice of the Security Interest was recorded with the United States Patent and Trademark Office on February 15, 2011 at Reel 004478, Frame 0206.

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest in all such Trademark Collateral as herein provided.

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

1. Trademark Collateral. The term “Trademark Collateral” as used herein, means all rights, title and interests of Grantor arising under any law of the United States (or any state or territory thereof) in or to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos and other source or business identifiers (whether registered or unregistered), all registrations and recordations thereof, and all applications in connection therewith, and all extensions or renewals thereof, all goodwill of the business connected with the use of or symbolized by any of the foregoing, the right to sue for any past, present and future infringement, dilution or other violation of any of the foregoing, and all proceeds from the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit, now or hereafter due and/or payable with respect thereto, in each case, owned by the Grantor, including the registrations and applications listed in Schedule A.

2. Release of Security Interest. The Collateral Agent, hereby releases the Security Interest and hereby waives and relinquishes all its rights, powers, privileges and remedies with respect to the Security Interest.

3. Recordation of Trademark Release. This Trademark Release has been executed and delivered by the Collateral Agent for the purpose of recording the release of the Security Interest with the United States Patent and Trademark Office. The Collateral Agent hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Release.


4. Further Assurances. The Collateral Agent shall execute and deliver to the Grantor all further releases and other documents (including but not limited to Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

5. Governing Law. This Trademark Release shall be construed in accordance with the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Release to be duly executed as of the date first written above.

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**, as Collateral Agent

By: 
Name: _____
Title: **Ari Bruger
Vice President**

By: 
Name: _____
Title: **KEVIN BUDDHEW
ASSOCIATE**

[Fun Express LLC - Signature Page to Trademark Release]

**TRADEMARK
REEL: 004907 FRAME: 0673**

SCHEDULE A

Trademark Registrations

<u>TRADEMARK</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Lightning Bolt Design	2,234,368	3/23/1999
WHEN IT COMES TO FUN, WE'RE ALL BUSINESS	3,694,513	10/13/2009

Trademark Applications

None