

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3050130

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MIDWEST MEZZANINE FUND II, L.P.	06/30/2014
RECEIVING PARTY DATA	
Name:	POOF-SLINKY, LLC
Street Address:	10 GLENVILLE STREET
Internal Address:	C/O PROPEL EQUITY PARTNERS
City:	GREENWICH
State/Country:	CONNECTICUT
Postal Code:	06831
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5626505
Patent Number:	D382029
CORRESPONDENCE DATA	
Fax Number:	(212)715-8100
<i>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.</i>	
Phone:	2127159100
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Correspondent Name:	ERICA KLEIN
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ATTORNEY DOCKET NUMBER:	066286/00022
NAME OF SUBMITTER:	RAFFAELLA GIULIANO
SIGNATURE:	/Raffaella Giuliano/
DATE SIGNED:	10/02/2014
Total Attachments: 2	
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**RELEASE OF SECURITY INTEREST
IN PATENT COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL (this "Release") is made as of June 30, 2014 ("Effective Date") by **MIDWEST MEZZANINE FUND II, L.P.**, an Illinois limited partnership, as Lender ("Grantee"), in favor of **POOF-SLINKY, LLC** (successor to James Industries, Inc.) ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Collateral Assignment of Proprietary Rights and Security Agreement dated July 17, 1998 (the "Security Agreement"), Grantor granted to Grantee a security interest in and to certain patents and other intellectual property, including, without limitation, its security interest in the patents listed in Exhibit A (the "Patent Collateral");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on July 27, 1998 at Reel 009367, Frame 0371; and

WHEREAS, Grantee now desires to release its security interest in the Patent Collateral and all other collateral covered by the Security Agreement.

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

Grantee hereby terminates, releases and discharges its security interest in the Patent Collateral, and reassigns to Grantor all right, title and interest of Grantee in and to the Patent Collateral and all other collateral covered by the Security Agreement.

Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect, confirm or reflect the release of the security interest contemplated hereby.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

MIDWEST MEZZANINE FUND II, L.P.,
as Lender

By: _____

Name: Michael Foster

Title: Sr. Managing Director

EXHIBIT A

Issued Patents

Title	Patent No.	Issue Date
SPRING-ANIMATED TOY FIGURE	5626505	05/06/97
ARTICULATED TOY FIGURE	D382029	08/05/97

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