

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3056080

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
BANK OF AMERICA, N.A.		09/29/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	WHAM-O HOLDING, LTD.	
<b>Street Address:</b>	67 MODY ROAD, TST EAST	
<b>Internal Address:</b>	UNIT 714, 7TH FLOOR, PENINSULA CENTRE	
<b>City:</b>	KOWLOON	
<b>State/Country:</b>	HONG KONG	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	08840655	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(626)577-8800	
<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>		
<b>Phone:</b>	626-795-9900	
<b>Email:</b>	pto@cph.com	
<b>Correspondent Name:</b>	CHRISTIE, PARKER & HALE, LLP	
<b>Address Line 1:</b>	P.O. BOX 29001	
<b>Address Line 4:</b>	GLENDALE, CALIFORNIA 91209	
<b>ATTORNEY DOCKET NUMBER:</b>	W563:20.5*38	
<b>NAME OF SUBMITTER:</b>	RAYMOND W. OO	
<b>SIGNATURE:</b>	/Raymond W. Oo/	
<b>DATE SIGNED:</b>	10/07/2014	
<b>Total Attachments: 9</b>		
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**RELEASE OF SECURITY INTEREST**

THIS RELEASE OF SECURITY INTEREST is dated as of 9/29/14.  
Reference is hereby made to the First Amendment to the Intellectual Property Security Agreement ("Amendment") dated March 19, 1998, by and between Wham-O, Inc., predecessor in interest to Wham-O Holding, Ltd., ("Owner") and BankBoston, N.A., predecessor in interest to Bank of America, N.A., ("Secured Party") that granted to Secured Party a security interest ("Security Interest") in the U.S. patent collateral set forth in Schedule I, Part A to the Agreement ("Collateral"), a copy of which Agreement is attached hereto and was recorded with the United States Patent and Trademark Office on August 17, 1998 at Reel 9405, Frame 0630.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby notifies, acknowledges to and agrees with Owner that the Security Interest granted by Owner is terminated and released, and that Secured Party hereby releases and forever discharges all of its right, title and interest of any kind or nature granted, assigned or conveyed pursuant to the Agreement in such Collateral.

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

BANK OF AMERICA, N.A.

By: L. M. Marzera

Name: Lori Marzera

Title: Senior Vice President

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## FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment"), dated as of March 19, 1998, is entered into between WHAM-O, INC., a Delaware corporation ("Borrower") and BANKBOSTON, N.A. ("Lender").

### RECITALS

A. Borrower and Lender are parties to that certain Credit Agreement, dated as of November 24, 1997 (the "Credit Agreement"), pursuant to which Lender agreed to make certain financial accommodations to or for the benefit of Borrower upon the terms and conditions contained therein. Unless otherwise defined in this Amendment, capitalized terms used herein shall have the meanings given to them in the Credit Agreement, as amended.

B. Borrower has requested that Lender (i) provide Borrower with a written consent to the purchase of certain assets by Borrower, (ii) provide additional financial accommodations to Borrower, and (iii) amend the terms of the Credit Agreement and certain of the other Loan Documents with respect thereto.

C. Lender has agreed to grant the requests described in the foregoing paragraph on the condition that Borrower, among other things, execute this Amendment.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

#### 1. Amendments to Intellectual Property Security Agreement.

1.1 Part A to Schedule I to the Intellectual Property Security Agreement is supplemented to add the Patents and Patent Licenses identified on Appendix A hereto.

1.2 Part B to Schedule I to the Intellectual Property Security Agreement is supplemented to add the Trademarks and Trademark Licenses identified on Appendix B hereto.

1.3 Part C to Schedule I to the Intellectual Property Security Agreement is supplemented to add the Copyrights and Copyright Licenses identified on Appendix C hereto.

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FIRST AMENDMENT TO INTELLECTUAL  
PROPERTY SECURITY AGREEMENT  
PATENT

REEL: 9405 FRAME: 0632

PATENT  
REEL: 033906 FRAME: 0565

2. Conditions of Effectiveness. This Amendment shall become effective upon Lender's receipt of an original of this Amendment that, when counterparts are taken together, bears the signatures of Borrower and Lender.

3. Representations and Warranties. Borrower hereby represents and warrants to Lender as follows: (i) the representations and warranties contained in the Intellectual Property Security Agreement were true and correct in all material respects when made and, after giving effect to this Amendment, shall remain true and correct in all material respects as of the date hereof; and (ii) this Amendment, the Credit Agreement, the Intellectual Property Security Agreement as amended hereby, the Revolving Note, the Term Note, and the other Loan Documents constitute the legal, valid and binding obligations of Borrower, enforceable against Borrower in accordance with their respective terms.

4. Ratification. Except as specifically modified by this Amendment, the parties hereto acknowledge that the Credit Agreement and the Intellectual Property Security Agreement shall remain binding upon Borrower and Lender, and all provisions of the Credit Agreement and the Intellectual Property Security Agreement shall remain in full force and effect. Borrower expressly ratifies and affirms its obligations to Lender under the Credit Agreement, the Intellectual Property Security Agreement and the other Loan Documents.

5. Miscellaneous.

5.1 Complete Agreement. The Intellectual Property Security Agreement, as modified and amended by this Amendment, together with the Credit Agreement and the other Loan Documents, constitute the complete agreement between the parties, and supersede any prior written or oral agreements, writings, communications or understandings of the parties, with respect to the subject matter hereof or thereof.

5.2 Recitals. The recitals to this Amendment shall constitute a part of the agreement of the parties hereto.

5.3 Headings. Section headings used herein are for convenience of reference only, are not part of this Amendment, and are not to be taken into consideration in interpreting this Amendment.

5.4 Counterparts. This Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

5.5 Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF.

5.6 No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of Lender under the Credit Agreement, the Intellectual Property Security Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Credit Agreement, the Intellectual Property Security Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or the Intellectual Property Security Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

5.7 Conflict of Terms. In the event of any inconsistency between the provisions of this Amendment and any provision of the Intellectual Property Security Agreement, the terms and provisions of this Amendment shall govern and control.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Intellectual Property Security Agreement to be duly executed and delivered as of the date and year first written above.

WHAM-O, INC

By: 

Mojdeh Esfandiari

Chief Financial Officer

BANKBOSTON, N.A.

By: \_\_\_\_\_

Neal C. Hesler

Vice President

5.5 Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF.

5.6 No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of Lender under the Credit Agreement, the Intellectual Property Security Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Credit Agreement, the Intellectual Property Security Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or the Intellectual Property Security Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

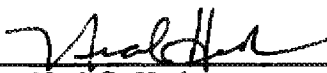
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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Intellectual Property Security Agreement to be duly executed and delivered as of the date and year first written above.

WHAM-O, INC.

By: \_\_\_\_\_  
Mojde Esfandiari  
Chief Financial Officer

BANKBOSTON, N.A.

By:  \_\_\_\_\_  
Neal C. Hesler  
Vice President

**APPENDIX A**

**Additional Patents and Patent Licenses**

(See attached.)

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**FIRST AMENDMENT TO INTELLECTUAL  
PROPERTY SECURITY AGREEMENT**

**PATENT**  
REEL: 9405 FRAME: 0636

**PATENT**  
REEL: 033906 FRAME: 0569



**LICENSED PATENTS AND PATENT APPLICATIONS**

4,834,382	Inflatable Play Ball - Basic Balzac
4,917,381	Variable Weight Play Ball - Balzac CIP
5,138,721	Pneumatic Bolster - Balzac CIP
5,035,426	Pneumatic Play Ball - Balzac CIP
5,135,222	Multi-Mode Playball - Balzac CIP
5,287,561	Convertible Package Hat and Package Therefor - Balzac CIP
5,597,339	Stuffed Toy Figure & Offspring Assembly
5,288,261	Figurative Toy Missile - Fly Babies
5,577,732	Toy Missile - ZacTails
EPO Patent # 0347160	Inflatable Play Ball
Australia Patent # 619558	Inflatable Play Ball
Mexican Patent # 183330	Balloon Ball Toy
Canadian Patent # 1316558	Inflatable Play Ball
5,490,806	Flexible Ring
5,071,123	Toy Implements for Storing & Striking Balls - Sports Magic line
5,335,907	Variable Weight Play Ball - Foam Ball
5,380,002	Variable Weight Play Pieces - Foam Ball
5,462,273	Variable Weight Playball - Foam Ball

PATENT  
REEL: 9405 FRAME: 0637

PATENT  
REEL: 033906 FRAME: 0570

**LICENSED PATENTS AND PATENT APPLICATIONS**  
**Continued**

EPO Application SN 94305737.2	Variable Weight Playball
Australia Patent #674968	Variable Weight Playball
Canadian Application SN 2129713	Variable Weight Playball
Argentina Application SN 329.011	Variable Weight Playball
Brazil Application SN PI9403205-0	Variable Weight Playball
Mexican Application SN 946034	Variable Weight Playball
5,564,961	Water-Pistol and Puppet Assembly-SpitHeads
5,605,485	Water-Pistol and Animal Figure Assembly-SpitHeads
5,667,419	Water-Pistol and Animal Figure Assembly-SpitHeads CIP
EPO Patent Application SN 96 303 073.9	Water Pistol and Puppet Assembly
Canadian Application SN 2175413	Water Pistol and Puppet Assembly
Argentina Application SN 336,736	Water Pistol and Puppet Assembly
Mexican Application SN 961,607	Water Pistol and Puppet Assembly
Australian Application SN 51976/96	Water Pistol and Puppet Assembly
Brazilian Application SN PI9602122-5	Water Pistol and Puppet Assembly

PATENT  
REEL: 9405 FRAME: 0638

PATENT  
REEL: 033906 FRAME: 0571

**LICENSED PATENTS AND PATENT APPLICATIONS**  
**Continued**

**PATENTS PENDING**

**SN 08/840,655**

**Collapsible Stuffed Toy Figure - Blow Ups**

**Unofficial SN  
08/874,520**

**Animal-Like Ride-On Toy Vehicle - Ride Ons**

**SN 08/746469**

**Craft Kit for Producing Toy Figures**

**PATENT**  
**REEL: 9405 FRAME: 0639**