

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Keybank National Association

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release
- Merger
- Change of Name

Execution Date: 9/28/04

2. Name and address of receiving party(ies)

Name: Childswork/Childsplay, LLC

Internal

Address: _____

Street Address: 135 Dupont Street

City: Plainview State: NY Zip: 11803

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____
2,303,339

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Cindy Y. Lee

Internal Address: Vinson & Elkins L.L.P.

2300 First City Tower

Street Address: 1001 Fannin Street

City: Houston State: TX Zip: 77002-6760

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0365 Attn: GUI485/67000

DO NOT USE THIS SPACE

9. Signature.

Cindy Y. Lee

Name of Person Signing

Signature

9/29/04

Date

Total number of pages including cover sheet, attachments, and document: 4

Mall documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$40.00 220365 2303339

RELEASE OF LIEN

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the full, final and complete satisfaction of all obligations of **CHILDSWORK/CHILDSPLAY, LLC**, a limited liability company ("Childswork"), under that certain Amended and Restated Revolving Credit Agreement and that certain related Security Agreement Regarding Trademarks (the "Security Agreement"), each dated May 7, 1999, and each between Childswor

and **KEYBANK NATIONAL ASSOCIATION**, a banking association, as lender and grantee respectively ("Keybank"), Keybank, on behalf of itself and its successors and assigns, hereby, for and in favor of Childswor

fully releases, relinquishes, re-assigns, re-conveys and discharges any and all of its rights, title, interests, liens, mortgages and security interests granted under the Security Agreement with respect to all collateral referred to or described in the Security Agreement, including without limitation all of its rights, title, interests, liens, mortgages and security interests in and to:

1. each of the Trademarks (as defined in the Security Agreement), and the goodwill of the business symbolized by each of the Trademarks, all customer lists and other records of Childswor
- relating to the distribution of products bearing the Trademarks and each of the applications for registration described on Exhibit A attached hereto (whether pursuant to the Security Agreement or any other agreement or document), as well as all rights to sue and recover for past infringement, goodwill and common law rights associated therewith, and any and all proceeds of the foregoing, including claims by Childswor
- against third parties for infringement of the Trademarks;
2. all rights assigned and granted under that certain Assignment for Security, dated May 7, 1999, in favor of Keybank by Childswor
- including, but not limited to, the security interest in, and mortgage on, the Collateral (as defined in the Security Agreement); and
3. all appointments, rights, powers and authority granted under that certain Special Power of Attorney, dated May 7, 1999, in favor of Keybank by Childswor.

Keybank, on behalf of itself and its successors and assigns, agrees to execute, acknowledge and deliver, at the sole cost and expense of Childswor

all such further instruments and to take, at the sole cost and expense of Childswor

all such further actions as may be reasonably requested by Childswor in order to more fully and effectively carry out the purposes of this Release of Lien.

[Signature Page Follows.]

IN WITNESS WHEREOF, intending to be legally bound, KEYBANK NATIONAL ASSOCIATION has caused this Release of Lien to be duly executed by its duly authorized representative as of this 28 day of September, 2004.

KEYBANK NATIONAL ASSOCIATION

By: [Signature]
Name: Ronald Gale
Title: Senior Vice President

THE STATE OF NY §
COUNTY OF New York §

BEFORE ME, the undersigned Notary Public, on this day personally came and appeared Ronald Gale, the Senior Vice President of Keybank National Association, which person known to me to be the individual whose name is subscribed in the foregoing RELEASE OF LIEN, and being duly sworn, did state and acknowledge on his or her oath that he or she is authorized to execute and deliver the foregoing as a binding act and deed of the aforementioned company for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of September, 2004.

[Signature]
Notary Public in and for
the State of New York

(SEAL)

My Commission Expires: 1/26/08

Ryan Johnson
Notary Public, State of New York
No. 01J08104687
Qualified in New York County
Commission Expires Jan 26, 2008

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EXHIBIT A

<u>Trademark</u>	<u>Serial #</u>	<u>Filing Date</u>	<u>Registration # / Registration Date</u>
CHILDSWORK/CHILDSPLAY	75/377080	10/21/1997	2303339 12/28/1999
KIDS DON'T COME WITH MANUALS	75/187895	10/25/1996	
EQ/IQ	75/440489	02/25/1998	
KIDS DON'T COME WITH INSTRUCTION MANUALS	75/494893	06/02/1998	

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RECORDED: 09/29/2004

TRADEMARK
 REEL: 002947 FRAME: 0967