

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|--|
| JPMorgan Chase Bank | | 05/27/2003 | Administrative Agent/Grantee: UNITED STATES |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | Spencer Gifts LLC |
| Street Address: | 6826 Black Horse Pike |
| City: | Egg Harbor Township |
| State/Country: | NEW JERSEY |
| Postal Code: | 08234-4197 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 25

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------|
| Registration Number: | 2585092 | CINEMA SCREAMS |
| Registration Number: | 2572359 | DAISY |
| Registration Number: | 1689438 | DAPY |
| Registration Number: | 2583531 | DAPY |
| Registration Number: | 2081567 | FORBIDDEN PLEASURES |
| Registration Number: | 2123409 | FRIGHT STUFF |
| Registration Number: | 1518073 | FRIGHT STUFF |
| Registration Number: | 2120642 | GLOW |
| Registration Number: | 2100325 | GLOW |
| Registration Number: | 2204299 | |
| Registration Number: | 2722394 | GROOVE TUBE |
| Registration Number: | 2547947 | HALLOWEEN HEADQUARTERS |
| Registration Number: | 2000248 | HOLLYWOOD ILLUSIONS |

CH \$640.00 2585092

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| Registration Number: | 2227195 | LUMASERIES |
| Registration Number: | 2694886 | MEGAVOLT |
| Registration Number: | 2722355 | NEUTRON |
| Registration Number: | 1478090 | SG |
| Registration Number: | 0857651 | SPENCER GIFTS |
| Registration Number: | 0832689 | SPENCER GIFTS |
| Registration Number: | 2341574 | SPIRIT |
| Registration Number: | 2341576 | SPIRIT |
| Registration Number: | 2353856 | SPIRIT HALLOWEEN SUPERSTORES |
| Registration Number: | 2582885 | SPIRIT PARTY & COSTUME |
| Registration Number: | 2686244 | WILD 'N' CRAZY |
| Registration Number: | 2776366 | WORLD'S HALLOWEEN HEADQUARTERS |

CORRESPONDENCE DATA

Fax Number: (215)864-9934
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-665-8500
Email: hayesdj@ballardspahr.com
Correspondent Name: Donita Hayes, Legal Assistant
Address Line 1: 1735 Market Street, 51st Floor
Address Line 2: Ballard Spahr Andrews & Ingersoll, LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19103

| | |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 089958 |
| NAME OF SUBMITTER: | Donita Hayes |
| Signature: | /donita hayes/ |
| Date: | 07/26/2007 |

Total Attachments: 8
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SECURITY INTEREST AND LIEN RELEASE AGREEMENT

This **SECURITY INTEREST AND LIEN RELEASE AGREEMENT** (this "Agreement"), dated as of May 27, 2003, is by and among **Vivendi Universal Entertainment LLLP** (the "Borrower"), a Delaware limited liability limited partnership, **Spencer Gifts LLC** (the "Lien Grantor"), a Delaware limited liability company, **JPMorgan Chase Bank**, as Administrative Agent (in such capacity, the "Administrative Agent") and as the Grantee under the Security Agreement (defined below) (in such capacity, the "Grantee"), and **Bank of America, N.A.** ("BofA").

WHEREAS, the Borrower, the "Mandated Lead Arrangers" identified therein, the "Banks" identified therein, and the Administrative Agent are parties to an Amended and Restated Agreement, dated as of November 25, 2002 (as amended from time to time, the "Loan Agreement");

WHEREAS, the Lien Grantor is a guarantor of the Borrower's obligations under the Loan Agreement;

WHEREAS, pursuant to

- (i) the Guarantee and Security Agreement, dated as of November 25, 2002 (as amended and/or supplemented from time to time, the "Security Agreement"), by and among the Borrower, the Lien Grantor, the other "Guarantors" identified therein, and the Grantee;
- (ii) a Trademark Security Agreement, dated as of December 4, 2002 (the "Trademark Agreement"), by and between the Lien Grantor and the Grantee;
- (iii) a Supplemental Trademark Security Agreement, dated as of January 8, 2003 (the "Supplemental Trademark Agreement"), by and between the Lien Grantor and the Grantee;
- (iv) a Spencer Gifts LLC Patent Security Agreement, dated as of January 8, 2003 (the "Patent Agreement"), by and between the Lien Grantor and the Grantee; and
- (v) certain other Security Documents (as defined in the Loan Agreement),

the Lien Grantor has guaranteed certain obligations of the Borrower and secured such guarantee by granting to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Lien Grantor;

WHEREAS, the Borrower intends to enter into a transaction that will result in an alienation of the control of the Lien Grantor (the "Merger"), which transaction is permitted by Clause 15.9(b)(vi) of the Loan Agreement; and

WHEREAS, JPMorgan Chase Bank, as Administrative Agent and as the Grantee desires to release all security interests in and liens over the Lien Grantor and the Lien Grantor's Assets, such release to be simultaneous with the closing of the Merger (the "Effective Time").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1.1 Releases.

(a) JPMorgan Chase Bank, as Administrative Agent and as the Grantee hereby terminates and releases, effective as of the Effective Time:

(i) the security interests granted by the Lien Grantor in (and any liens over) the assets and rights of the Lien Grantor described in Section 3(a) of the Security Agreement;

(ii) the security interest granted by the Lien Grantor over the "Trademark Collateral" (as defined in the Trademark Agreement);

(iii) the security interest granted by the Lien Grantor over the "Supplemental Trademark Collateral" (as defined in the Supplemental Trademark Agreement);

(iv) the security interest granted by the Lien Grantor over the "Patent Collateral" (as defined in the Patent Agreement);

(v) the security interest in and pledge of the limited liability company interests in the Lien Grantor granted and made by the Borrower in the Security Agreement; and

(vi) any other security interests granted by the Lien Grantor or the Borrower in the assets of the Lien Grantor.

(b) JPMorgan Chase Bank, as Administrative Agent and as the Grantee hereby releases, acquits, and discharges, effective as of the Effective Time, the Lien Grantor from any and all obligations or liability under the Security Agreement, the Trademark Agreement, the Supplemental Trademark Agreement, or the Patent Agreement.

(c) The Administrative Agent and BofA hereby release, acquit, and discharge, effective as of the Effective Time, the Lien Grantor from any and all obligations or liability under the Master Deposit Account Control Agreement, as amended (the "Account Control Agreement"), dated as of November 25, 2002, among Borrower, the "Lien Grantors" identified therein, the Administrative Agent, and BofA.

Section 1.2 Consent to Jurisdiction. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the state courts located within the State of New York, over any action or proceeding relating to, or arising under or in connection with this Agreement and consents to personal jurisdiction of such courts and waives any objection to such courts' jurisdiction.

Section 1.3 Waiver of Jury. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL

PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE ANCILLARY AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 1.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto, it being understood that all parties hereto need not sign the same counterpart. For the sake of clarity, the parties hereto acknowledge and agree that facsimile signatures shall have the same effect as manually executed signatures hereunder.

Section 1.5 Entire Agreement; Third-Party Beneficiaries.

(a) This Agreement and the documents and instruments and other agreements among the parties hereto contemplated hereby constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof.

(b) No individuals or entities, other than the Parties hereto, are beneficiaries of this Agreement and no such individuals or entities will be entitled to enforce any provision hereof.

Section 1.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

Section 1.7 Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 1.8 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 1.9 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the parties hereto. No waiver by any party hereto of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

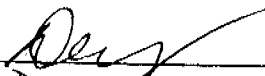
Section 1.10 Further Assurances; Authorization. The Administrative Agent, the Grantee, and BofA will, from time to time after the Effective Time and upon the reasonable request of the Lien Grantor or the Borrower, execute and deliver such instruments, certifications, and documents reasonably necessary to evidence and confirm the releases contained in Section 1.1 of this Agreement, including, without limitation, UCC Financing Statement Amendments indicating a "termination" and releases of any security interests in the "Trademark Collateral," the "Supplemental Trademark Collateral," and the "Patent Collateral" filed with the Patent and

Trademark Office. In furtherance of the foregoing, the Administrative Agent and the Grantee hereby authorize each of the Lien Grantor and the Borrower, acting jointly or individually, to file (at or after the Effective Time) UCC Financing Statement Amendments for each of the financing statements evidencing the security interests that are released in Section 1.1 of this Agreement.

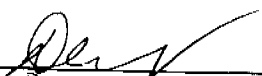
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized respective officers as of the date first written above.

SPENCER GIFTS LLC

By: 
Name: Diana Schultz
Title: Senior Vice President

VIVENDI UNIVERSAL ENTERTAINMENT LLLP

By: 
Name: Diana Schultz
Title: Senior Vice President

**JPMORGAN CHASE BANK, as Administrative Agent
and the Grantee**

By: _____
Name:
Title:

BANK OF AMERICA, N.A.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized respective officers as of the date first written above.

SPENCER GIFTS LLC

By: _____
Name:
Title:

VIVENDI UNIVERSAL ENTERTAINMENT LLLP

By: _____
Name:
Title:

JPMORGAN CHASE BANK, as Administrative Agent
and the Grantee

By: *Peter B. Thauer*
Name: **Peter B. Thauer**
Title: **Vice President**

BANK OF AMERICA, N.A.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized respective officers as of the date first written above.

SPENCER GIFTS LLC

By: _____
Name:
Title:

VIVENDI UNIVERSAL ENTERTAINMENT LLLP

By: _____
Name:
Title:

**JPMORGAN CHASE BANK, as Administrative Agent
and the Grantee**

By: _____
Name:
Title:

BANK OF AMERICA, N.A.

By: Thomas J. Kane
Name: **Thomas J. Kane**
Title: **Principal**

Trademark Schedule to Security Interest and Lien Release Agreement

| Trademark | Registration No. |
|--------------------------------|-------------------------|
| CINEMA SCREAMS | 2585092 |
| DAISY | 2572359 |
| DAPY | 1689438 |
| DAPY and Design | 2583531 |
| FORBIDDEN PLEASURES | 2081567 |
| FRIGHT STUFF | 2123409 |
| FRIGHT STUFF and Design | 1518073 |
| GLOW | 2120642 |
| GLOW and Design | 2100325 |
| GLOW and Design | 2204299 |
| GROOVE TUBE | 2722394 |
| HALLOWEEN HEADQUARTERS | 2547947 |
| HOLLYWOOD ILLUSIONS and Design | 2000248 |
| LUMASERIES | 2227195 |
| MEGAVOLT | 2694886 |
| NEUTRON | 2722355 |
| SG (stylized) | 1478090 |
| SPENCER GIFTS | 0857651 |
| SPENCER GIFTS | 0832689 |
| SPIRIT | 2341574 |
| SPIRIT and Design | 2341576 |
| SPIRIT HALLOWEEN SUPERSTORES | 2353856 |
| SPIRIT PARTY & COSTUME | 2582885 |
| WILD 'N' CRAZY | 2686244 |
| WORLD'S HALLOWEEN HEADQUARTERS | 2776366 |