

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Term Loan Notice and Confirmation of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fun Express LLC		02/11/2011	LIMITED LIABILITY COMPANY: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank organized and existing under the laws of Switzerland: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2234368		
Registration Number:	3694513	WHEN IT COMES TO FUN, WE'RE ALL BUSINESS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)751-4864		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	030786-0448		
NAME OF SUBMITTER:	Angela M. Amaru		
Signature:	/s/ Angela M. Amaru		

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**TRADEMARK**

Date:

02/15/2011

**Total Attachments: 6**

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TERM LOAN NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS

TERM LOAN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of February 11, 2011, made by Fun Express LLC, a Nebraska limited liability company having a principal place of business at 4206 South 108th Street, Omaha, Nebraska 68137 (the "Grantor"), in favor of Credit Suisse AG, Cayman Islands Branch, the Cayman Islands Branch of a bank organized and existing under the laws of Switzerland having a place of business at Eleven Madison Avenue, New York, NY 10010, as Collateral Agent (as defined below) for the Secured Parties.

WHEREAS, Oriental Trading Company, Inc. is a party to the Term Loan Credit Agreement, dated as of February 11, 2011 (as amended, restated, replaced, refinanced, supplemented or otherwise modified or waived from time to time, 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 (in such capacity, including any successor thereto, the "Collateral Agent") for the Lenders.

WHEREAS, pursuant to the Credit Agreement, among other things, the Lenders have severally agreed to extend such credit to Oriental Trading Company, Inc. on the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, among other things, the Grantor has executed and delivered a Guaranty and Security Agreement, dated as of February 11, 2011, in favor of the Collateral Agent (together with all amendments, restatements, amendments and restatements, extensions, supplements or other modifications, if any, from time to time thereafter made thereto, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, among other things, the Grantor granted a security interest in substantially all of its assets in favor of the Collateral Agent for the benefit of the Secured Parties to secure the payment and performance of the Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in the Credit Agreement and the Guaranty and Security Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Guaranty and Security Agreement or the Credit Agreement and used in this Agreement, including its preamble and recitals, have the meanings provided in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

“Trademark Collateral” means all rights, title and interests of the 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, all applications in connection therewith, 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.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Guaranty and Security Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the Trademark Collateral of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all products, proceeds, substitutions and replacements of any and all of the Trademark Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor.

In no event shall the Trademark Collateral include or the security interest granted hereunder attach to any intent-to-use trademark or service mark application prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application or the resulting registration under applicable United States federal Law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guaranty and Security Agreement. To the extent that there is any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control in all respects. The Guaranty and Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

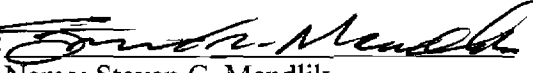
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

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

FUN EXPRESS LLC

By:   
Name: Steven G. Mendlik  
Title: Manager

TERM LOAN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

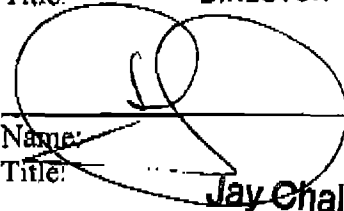
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**TRADEMARK**  
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Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,  
as Collateral Agent

By: *Doreen Barr*  
Name: DOREEN BARR  
Title: DIRECTOR

By:   
Name: Jay Chall  
Title: Director

TERM LOAN NOTICE AND CONFORMATION OF GRANT OF SECURITY INTERESTS IN TRADEMARKS

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TRADEMARK  
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SCHEDULE I

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