

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318476

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		06/30/2014	National Banking Association: UNITED STATES

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
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3348995	IDEAL
Registration Number:	3092089	SPEED BALL
Registration Number:	3081525	SLINKY
Registration Number:	2939489	SLINKY
Registration Number:	2899291	RACK 'N' ROLL BOWL
Registration Number:	2887356	HOVER BLASTER
Registration Number:	2842766	SURE SHOT
Registration Number:	2741708	SLINKY
Registration Number:	2402881	
Registration Number:	2335994	RAM ROCKET
Registration Number:	2269099	MINILABS
Registration Number:	2265735	SLINKY PETS
Registration Number:	2162682	SLINKY
Registration Number:	2050029	POCKET PLANE
Registration Number:	2019682	POP TOOBS
Registration Number:	1934336	AQUA-BOMB
Registration Number:	1706951	MINILABS
Registration Number:	1705192	POOF

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1705191	POOF
Registration Number:	1455493	SLINKY
Registration Number:	1363424	CRAZY EYES
Registration Number:	1276398	SLINKY TRIANGLES
Registration Number:	1180355	SLINKY PLAYSHAPES
Registration Number:	1137993	ORIGINAL PLASTIC SLINKY
Registration Number:	1023848	JI-GAN-TIKS
Registration Number:	1017029	FORM-A-TIONS
Registration Number:	0961945	SPIN WHEELS
Registration Number:	0942313	RINGA-MAJIGS
Registration Number:	0938678	TOWER IFICS
Registration Number:	0427951	SLINKY JAMES

CORRESPONDENCE DATA

Fax Number: 2127158000

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.

Phone: (212) 715-9100

Email: KLTrademark@kramerlevin.com

Correspondent Name: Kramer Levin Naftalis & Frankel LLP

Address Line 1: 1177 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	066286-00022
NAME OF SUBMITTER:	Tania C. Ramos
SIGNATURE:	/Tania C. Ramos/
DATE SIGNED:	09/30/2014

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of June ~~30~~, 2014 ("Release"), is made by JPMorgan Chase Bank, N.A. ("Lender"), in favor of POOF-Slinky, LLC, a Michigan limited liability company ("Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of October 27, 2005 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantor, Lender, and others party thereto and the Patent and Trademark Security Agreement dated as October 27, 2005 ("IP Security Agreement") by and among the Grantor and Lender, Grantor granted to the Lender a security interest in all of Grantor's right, title and interest in the Collateral (as defined in the IP Security Agreement); and

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on November 2, 2005 at Reel 016712 Frame 0622 and November 2, 2005 at Reel 3185 Frame 0658.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or IP Security Agreement.

SECTION 2. Termination and Release. Lender hereby:

(a) absolutely, unconditionally and irrevocably terminates the IP Security Agreement, and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Collateral;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

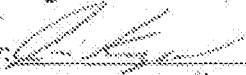
(d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Further Assurances. Lender, at Grantor's expense, 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 security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the IP Collateral, Lender will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Lender has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Lender:

JPMorgan Chase Bank, N.A.

By:  _____

Name: Samuel L. Lee

Title: Vice President

Schedule A

POOF-Slinky, LLC
(Michigan Limited Liability Company)

U.S. Patents Subject to Security Interest
Granted by POOF-Slinky, LLC
In Favor of JPMorgan Chase Bank, N.A.
Recorded November 2, 2005 at Reel 016712 Frame 0622

Issued Patents

Title	Patent No.	Issue Date
TOY PRODUCING SIMULATED ERUPTION	5692945	12/02/97
SPRING-ANIMATED TOY FIGURE	5626505	05/06/97

U.S. Trademarks Subject to Security Interest
Granted by POOF-Slinky, Inc.
In Favor of JPMorgan Chase Bank, N.A.
Recorded November 2, 2005 at Reel 3185 Frame 0658

Registered Marks

Mark	Reg. No.	Reg. Date
IDEAL	3348995	12/04/07
SPEED BALL and Design	3092089	05/16/06
SLINKY	3081525	04/18/06
SLINKY	2939489	04/12/05
RACK 'N' ROLL BOWL	2899291	11/02/04
HOVER BLASTER	2887356	09/21/04
SURE SHOT	2842766	05/18/04
SLINKY	2741708	07/29/03
Design only	2402881	11/07/00
RAM ROCKET and Design	2335994	03/28/00
MINILABS	2269099	08/10/99
SLINKY PETS	2265735	07/27/99
SLINKY	2162682	06/02/98
POCKET PLANE	2050029	04/01/97
POP TOOBS	2019682	11/26/96
AQUA-BOMB	1934336	11/07/95
MINILABS	1706951	08/11/92
POOF	1705192	08/04/92
POOF	1705191	08/04/92
SLINKY	1455493	09/01/87
CRAZY EYES	1363424	10/01/85
SLINKY TRIANGLES	1276398	05/01/84
SLINKY PLAYSHAPES	1180355	12/01/81
ORIGINAL PLASTIC SLINKY	1137993	07/22/80
JJ-GAN-TIKS	1023848	10/28/75
FORM-A-TIONS	1017029	07/29/75
SPIN WHEELS	0961945	06/26/73

TRIF000137563

RINGA-MAIGS	0942313	09/05/72
TOWER IFICS	0938678	07/25/72
SLINKY JAMES	0427951	03/04/47

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