

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318477

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|---|-------------------------------------|-----------------------|--|
| 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: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2050029 | POCKET PLANE | |
| Registration Number: | 1934336 | AQUA-BOMB | |
| Registration Number: | 1705192 | POOF | |
| Registration Number: | 1705191 | POOF | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127158000 | | |
| <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> | | | |
| 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: 3 | | | |

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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., as successor-in-interest to NBD Bank ("**Lender**"), in favor of POOF-Slinky, LLC, a Michigan limited liability company, f/k/a POOF-Slinky, Inc., successor-by-merger to POOF Products, Inc. ("**Grantor**").

WHEREAS, pursuant to that certain Amended and Restated Credit and Loan Agreement dated as July 17, 1998 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "**Loan Agreement**") by and among the Grantor, Lender, and others party thereto and the Collateral Assignment of Proprietary Rights and Security Agreement dated as July 17, 1998 ("**IP Security Agreement**") by and among the Grantor and Lender, Grantor granted to the Lender a continuing 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 July 27, 1998 at Reel 1766 Frame 0340.

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 Loan 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, and if applicable reassigns to Grantor, 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

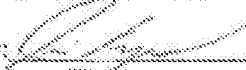
(d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

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.,
as successor-in-interest to NBD Bank

By: 
Name: Sharon Y. Kelly
Title: Vice President

Schedule A

POOF-Slinky, LLC
(Michigan Limited Liability Company)

U.S. Trademarks Subject to Security Interest
Granted by POOF Products, Inc.
In Favor of NBD Bank
Recorded July 27, 1998 at Reel 1766 Frame 0340

Registered Marks

| Mark | Reg. No. | Reg. Date |
|--------------|----------|-----------|
| POCKET PLANE | 2050029 | 04/01/97 |
| AQUA-BOMB | 1934336 | 11/07/95 |
| POOF | 1705192 | 08/04/92 |
| POOF | 1705191 | 08/04/92 |

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