

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430086

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amzak Capital Management, LLC		04/28/2017	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Marbles LLC		
Street Address:	1918 North Mendell St.		
Internal Address:	4th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60642		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3953397	MARBLES THE BRAIN STORE	
Registration Number:	3998175	MARBLES	
Registration Number:	4162283	MINDSPRING	
Registration Number:	4606932	OAKEY DOKEY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	416 364 6002 x. 2531		
Email:	katyd@spinmaster.com		
Correspondent Name:	Katy Davis		
Address Line 1:	121 Bloor Street East		
Address Line 2:	Spin Master Ltd.		
Address Line 4:	Toronto, CANADA M4W 3M5		
NAME OF SUBMITTER:	Katy Davis		
SIGNATURE:	/Katy Davis/		
DATE SIGNED:	06/06/2017		

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Total Attachments: 4

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TRADEMARK RELEASE

This Trademark Release (this "Release") is effective as of April 28, 2017, by **AMZAK CAPITAL MANAGEMENT, LLC** as Secured Party ("Secured Party") and **MARBLES LLC**, an Illinois limited liability company ("Grantor").

WHEREAS, Grantor was party to that certain Loan and Security Agreement, dated as of December 29, 2015 (the "Loan Agreement"), by and among Grantor, Marbles Brain Workshop LLC, a Delaware limited liability Company ("Workshop"), Marbles Holdings, LLC, a Delaware limited liability company ("Holdings") and Siena Lending Group, LLC, a Delaware limited liability company ("Original Lender");

WHEREAS, among other documents delivered in connection with the transactions contemplated by the Loan Agreement, Grantor, Holdings and Original Lender entered into that certain Intellectual Property Security Agreement (the "IP Security Agreement"), dated as of December 29, 2015, pursuant to which Grantor granted Original Lender a security interest in the marks listed on **Schedule A** hereto (the "Trademarks");

WHEREAS, pursuant to that certain Assignment and Acceptance Agreement, dated as of January 11, 2017 (the "Assignment Agreement"), Original Lender sold and assigned all of its rights and obligations under the Loan Agreement, including Original Lender's rights under the IP Security Agreement, to Secured Party;

WHEREAS, in accordance with the Assignment Agreement, Original Lender conveyed its security interest in the Trademarks to Secured Party, and such conveyance was recorded with the Trademark Division of the United States Patent and Trademark Office on January 11, 2017 at Reel 005983, Frame 0875;

WHEREAS, on February 3, 2017, Grantor, Holdings and Workshop each filed a separate voluntary petition for relief commencing cases under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. 101 *et seq.* (the "Bankruptcy Code"), designated as Case Numbers 17-3308, 17-3309, and 17-3310, jointly administered under Case No. 17-3309 in the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division (the "Bankruptcy Court");

WHEREAS, in accordance with the Bankruptcy Code, Grantor, Holdings and Workshop entered into that certain Asset Purchase Agreement, dated as of April 7, 2017 (the "Asset Purchase Agreement") with Spin Master, Ltd., a Canadian corporation ("Spin Master") providing for, among other things, the sale, transfer, conveyance, assignment and delivery by Grantor to Spin Master of all of Grantor's right, title and interest in and to all of Grantor's marks, including the Trademarks;

WHEREAS, on April 26, 2017, the Bankruptcy Court, in the Chapter 11 Case of *In re Marbles Holdings, LLC, et al., Case No. 17-3309 (Jointly Administered)*, entered that certain *Order Authorizing Sale of E-Commerce and Wholesale Business Assets and Certain Other Assets of the Estates of the Debtors Free and Clear of Liens, Claims, Encumbrances and Interests*,

Assumption and Assignment of Executory Contracts and Unexpired Leases and Related Relief [Doc. No. 260] (the "Sale Order");

WHEREAS, among other things, the Sale Order (i) approved the Asset Purchase Agreement and the transactions contemplated thereby (ii) provided for the purchase and sale of the Acquired Assets (as defined therein), including the Trademarks, free and clear of any and all liens, interests, liabilities and encumbrances whatsoever to the fullest extent permitted by the Bankruptcy Code and (iii) authorized Spin Master to execute and file all instruments necessary to effectuate the transactions contemplated by the Sale Order and the Asset Purchase Agreement, including this Release;

WHEREAS, Secured Party has agreed to and confirms its release of the entirety of its security interest in and lien on all of Grantor's right, title and interest in, to and under the Trademarks and assigns the same to Spin Master.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby fully and finally terminates the IP Security Agreement and releases its security interest in and lien on all of Grantor's right, title and interest in and to (i) the Trademarks, (ii) the goodwill of the businesses with which the Trademarks are associated, and (iii) all causes of action arising prior to or after the date thereof for infringement of any of the Trademarks or unfair competition regarding the same.

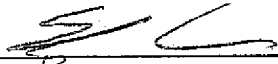
2. Secured Party hereby assigns, grants and conveys to Spin Maser all of Secured Party's right, title and interest (if any) in and to (i) the Trademarks, (ii) the goodwill of the businesses with which the Trademarks are associated, and (iii) all causes of action arising prior to or after the date thereof for infringement of any of the Trademarks or unfair competition regarding the same.

3. This Trademark Release is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such jurisdiction, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed, by its duly authorized representative effective as of the date first written above.

AMZAK CAPITAL MANAGEMENT, LLC
Secured Party

By: 
Name: RJMS
Title: President

Schedule A

Grantor	Registration Number	Mark
Marbles LLC	3571842	MARBLES
Marbles LLC	3953397	MARBLES THE BRAIN STORE
Marbles LLC	3998175	MARBLES
Marbles LLC	4123095	MINDSTEIN
Marbles LLC	4162283	MINDSPRING
Marbles LLC	4145448	MIND YOUR MARBLES
Marbles LLC	4606932	OKEY DOKEY

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