

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wachovia Bank, National Association		06/08/2009	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Wilmington Trust FSB
Street Address:	1100 North Market Street
Internal Address:	Rodney Square North
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	Commercial Bank: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2488017	ARTICLES
Registration Number:	2100038	FRIENDSHIP CLUB
Registration Number:	2134712	FRIENDSHIP CLUB
Registration Number:	1986834	FUN EXPRESS
Registration Number:	2623826	FUN EXPRESS
Registration Number:	2922508	HANDS ON FUN
Serial Number:	76586885	HANDS ON FUN
Registration Number:	3047593	
Serial Number:	76586891	HANDS ON FUN!
Registration Number:	1963552	HAPPYSACKS
Registration Number:	2074301	INSPIRATIONS A CELEBRATION OF FAITH
Registration Number:	2300930	LITTLE RED WAGON
Registration Number:	1754376	ORIENTAL TRADING

CH \$540.00 2488017

Registration Number:	1419837	OTC
Registration Number:	1765166	OUR EARTH
Registration Number:	2543046	TERRY'S VILLAGE
Registration Number:	2127520	TERRY'S VILLAGE
Registration Number:	2125227	WORLD'S BIGGEST TOYBOX
Registration Number:	2510221	KIDFLUENCE
Registration Number:	2234368	
Registration Number:	2510278	WHEN IT COMES TO FUN, WE'RE ALL BUSINESS

CORRESPONDENCE DATA

Fax Number: (949)475-4754
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-351-2327
Email: achen@gibsondunn.com
Correspondent Name: Zern-shun Adam Chen
Address Line 1: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	98520-00002
NAME OF SUBMITTER:	Zern-shun Adam Chen
Signature:	/zern-shun adam chen/
Date:	06/10/2009

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of the 8th day of June, 2009, by WACHOVIA BANK, NATIONAL ASSOCIATION, having an office at 301 S. College Street, Charlotte, North Carolina 28288, Attn: Michael J. Thomas ("Assignor"), in favor of WILMINGTON TRUST FSB, a Delaware commercial bank, having an office at 1100 North Market Street, Rodney Square North, Wilmington, DE 19890 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of the Security Instrument (as hereinafter defined) on that certain intellectual property described on Exhibit A annexed hereto and made a part hereof or otherwise subject to the Security Instrument; and

WHEREAS, the parties hereto desire that Assignor assign to Assignee all of Assignor's right, title and interest in and to the Security Instrument.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and for the mutual and dependent covenants herein contained, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to that certain Grant of Security Interest in Copyrights (recorded at the United States Copyright Office on August 18, 2006 at Microfilm V003545 P32), Notice and Confirmation of Grant of Security Interest in Trademarks (recorded at the United States Patent and Trademark Office on August 17, 2006 at Reel 3372 and Frame 0039) and Notice and Confirmation of Grant of Security Interest in Trademarks (recorded at the United States Patent and Trademark Office August 17, 2006 at Reel 3372 Frame 0057) dated as of July 31, 2006, together with any rider, addendum, exhibit, schedule and attachment thereto (the "Security Instrument"), together with all attendant liens, rights, title, assignments, interests (including security interests), and filings pertaining to or arising from the Security Instrument. Furthermore, Assignor does hereby grant and delegate to Assignee any and all of the duties and obligations of Assignor under the Security Instrument from and after the date hereof.

2. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied, except that the Assignor represents and warrants that (i) it is authorized to execute this document and perform its obligations hereunder, and (ii) its rights under the Security Instrument are not subject to any lien or, to its knowledge, any other adverse claim.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Assignee is located.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

6. Further Assurances. Assignor agrees to perform all reasonable and proper additional acts and to execute and deliver such further documentation as may be reasonably deemed necessary or desirable by the Assignee to carry out the provisions and purposes of this Agreement and to preserve and perfect the liens and security interests.

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IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date above first written.

Assignor:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: Michael Thomas
Name: Michael Thomas
Title: Vice President

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF MECKLENBURG)

The foregoing instrument was acknowledged before me this 14th day of June, 2009, by Michael Thomas, Vice President of Wachovia Bank, National Association, a national banking association, on behalf of the association.

My Commission Expires: 2-16-2010

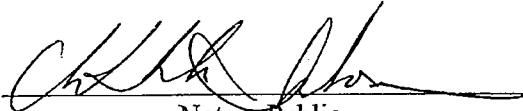

Notary Public

EXHIBIT A

INTELLECTUAL PROPERTY

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TRADEMARK
REEL: 004002 FRAME: 0858

SCHEDULE I

Trademark	Owner	Reg. / App. No.
ARTICLES	Oriental Trading Company, Inc.	2,488,017
FRIENDSHIP CLUB	Oriental Trading Company, Inc.	2,100,038
FRIENDSHIP CLUB	Oriental Trading Company, Inc.	2,134,712
FUN EXPRESS	Oriental Trading Company, Inc.	1,986,834
FUN EXPRESS & Design	Oriental Trading Company, Inc.	2,623,826
HANDS ON FUN	Oriental Trading Company, Inc.	2,922,508
HANDS ON FUN	Oriental Trading Company, Inc.	76/586,885
HANDS ON FUN Design	Oriental Trading Company, Inc.	3,047,593
HANDS ON FUN!	Oriental Trading Company, Inc.	76/586,891
HAPPYSACKS	Oriental Trading Company, Inc.	1,963,552
INSPIRATIONS A CELEBRATION OF FAITH	Oriental Trading Company, Inc.	2074301
LITTLE RED WAGON	Oriental Trading Company, Inc.	2,300,930
ORIENTAL TRADING	Oriental Trading Company, Inc.	1,754,376
OTC	Oriental Trading Company, Inc.	1419837
OUR EARTH	Oriental Trading Company, Inc.	1,765,166
TERRY'S VILLAGE	Oriental Trading Company, Inc.	2,543,046
TERRY'S VILLAGE	Oriental Trading Company, Inc.	2,127,520
WORLD'S BIGGEST TOYBOX	Oriental Trading Company, Inc.	2,125,227

SCHEDULE I

Trademark	Owner	Reg. / App. No.
KIDFLUENCE	Fun Express, Inc.	2,510,221
Lightning Bolt Design	Fun Express, Inc.	2,234,368
WHEN IT COMES TO FUN, WE'RE ALL BUSINESS	Fun Express, Inc.	2510278

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