TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
E&B Giftware LLC		04/04/2013 LIMITED LIABILITY COMPANY: DELAWARE	
Starcase (UK) Limited		104/04/2013 1	Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 96

Property Type	Number	Word Mark
Registration Number:	2798792	JOKE MASTER
Registration Number:	2843446	STAR NAVIGATOR
Registration Number:	2858082	KING MASTER
Registration Number:	2944354	FOREVER FLASHLIGHT
Registration Number:	2946418	BAR MASTER
Registration Number:	3309496	WIND BLASTER
Registration Number:	3386215	ULTIMATE CASINO
Registration Number:	3392771	BREW MASTER
Registration Number:	3400045	EZ CRANK
Registration Number:	3421127	VOICEBOX!
Registration Number:	3443120	ULTIMATE SPORTS 'QUESTION & ANSWER' TRIVIA
Registration Number:	3443394	CONTROL-YOUR-MAN
		TPADEMARK

REEL: 004997 FRAME: 0838

TRADEMARK "

Registration Number:	3443396	CONTROL-YOUR-WOMAN			
Registration Number:	3482808	GOAL TRACK			
Registration Number:	3486801	QCLIPS			
Registration Number:	3499571	SOUNDMASTER			
Registration Number:	3519960	SPACE NAVIGATOR			
Registration Number:	3520037	PHANTOM FORCE			
Registration Number:	3538563	EXCALIBUR RACING			
Registration Number:	3559409	BODY ACTIVATED			
Registration Number:	3576651	THE MONEY MANAGER			
Registration Number:	3589505	THE SUPREME PUSHUP			
Registration Number:	3591697	POCKET PAL			
Registration Number:	3612238	SKY CRAWLER			
Registration Number:	3612242	BURPMASTER			
Registration Number:	3615367	FARTMASTER			
Registration Number:	3618934	GAME TIME			
Registration Number:	3649122	PERFECT SOLUTIONS			
Registration Number:	3718933	DUO			
Registration Number:	3734550	SLOT - LOCK			
Registration Number:	3793404	PEAK PERFORMANCE PUSH-UP			
Registration Number:	3803488	META			
Registration Number:	3816034	WASP			
Registration Number:	3818727	TRAINING CAMP			
Registration Number:	3818736	\$UPER \$IZE			
Registration Number:	3825420	ECO SOLUTIONS			
Registration Number:	3826753	MICRO ZOOMERS			
Registration Number:	3826754	PRO FORM FOOTBALL			
Registration Number:	3836441	STORM MASTER			
Registration Number:	3923282	POWER STRIP			
Registration Number:	3931213	TIME TO SAVE			
Registration Number:	3935936	SPIN DARTS			
Registration Number:	3944417	LASER PRO			
Registration Number:	3944420	LUMAFILE			
Registration Number:	3944423	TOTAL VISION			
Registration Number:	3957963	SANTA SOLUTIONS			
Registration Number:	3966526	HOLLYWOOD			
<u> </u>	11	TRADEMARK			

	3971048	SYSTEM6			
Registration Number:	3995313	TONING STATION			
Registration Number:	4025321	BRAIN STATION			
Registration Number:	4056526	AUTO-RETURN BASKETBALL CHALLENGE			
Registration Number:	4060215	PACECOACH			
Registration Number:	4084775	COLORTRACK			
Registration Number:	4093969	ARTISAN GAMES			
Registration Number:	4109891	EXRC			
Registration Number:	4112030	JAM FEST			
Registration Number:	4122006	COLLEGE CLUB			
Registration Number:	4128935	A-MINUTE-TO-GO			
Registration Number:	4135686	INSTA-GRIP			
Registration Number:	4146875	SNAPSHOT			
Registration Number:	4157986	I BRAKE FOR SHOES			
Registration Number:	4164799	USB! KEY			
Registration Number:	4164800	BIG GAME SHOOTING CHALLENGE			
Registration Number:	4175815	TURN KEY			
Registration Number:	4182006	BRAINWAVE			
Registration Number:	4186952	CANDY STORE			
Registration Number:	4290161	HYDRO TERRA			
Registration Number:	4299114	SQUEEZE PLAY			
Registration Number:	4302560	DIAL-A-DRIVER			
Serial Number:	85419290	CANDY STORE			
Serial Number:	85640308	CANDY STORE			
Serial Number:	85641641	CANDY STORE			
Serial Number:	85640331	CANDY STORE			
Serial Number:	85405515	HANG-IT-SAFE			
Serial Number:	85625501	SILI FINGERS			
Serial Number:	85389697	BAMBOOM!			
Serial Number:	85489600	ONE, TWO, TREE TOYS			
Serial Number:	85530761	THE ORB			
Serial Number:	85563998	ART OF THE GENTLEMAN			
Serial Number:	85629716	DESKTOP DISTRACTIONS			
Serial Number:	85419072	CELL LOCK-UP			
Serial Number:	85770994	PONG-IN-A-ROW			
<u> </u>	II.	TRADEMARK			

	85770997	GIZMOJO
Serial Number:	85778020	GADGETS THAT WORK LIKE MAGIC
Serial Number:	85781557	ЕМОВІА
Serial Number:	85781664	THE ICE TERMINATOR
Serial Number:	76706918	INFINITY BAND
Serial Number:	85142937	POWERLINE
Serial Number:	76707239	INSPIRE
Serial Number:	85673940	SYNC
Serial Number:	85678150	SYNC
Serial Number:	85701808	BEDTEK
Serial Number:	85735430	GET COMFORTABLE WITH TECHNOLOGY
Serial Number:	85760860	FLOW & GLOW
Serial Number:	85762968	FASHION WORKS
Serial Number:	85722392	L'IL TORX RC

CORRESPONDENCE DATA

Fax Number: 4045725134

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 404.572.4600

Email: ssexton@kslaw.com

Correspondent Name: Sally Sexton

Address Line 1: 1180 Peachtree St.

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09631.009128
NAME OF SUBMITTER:	Sally Sexton
Signature:	/sallysexton/
Date:	04/04/2013

Total Attachments: 9

source=EBTrademarkSecurity#page1.tif source=EBTrademarkSecurity#page2.tif source=EBTrademarkSecurity#page3.tif source=EBTrademarkSecurity#page4.tif source=EBTrademarkSecurity#page5.tif source=EBTrademarkSecurity#page6.tif source=EBTrademarkSecurity#page7.tif source=EBTrademarkSecurity#page8.tif source=EBTrademarkSecurity#page9.tif

SECOND TRADEMARK SECURITY AGREEMENT

SECOND TRADEMARK SECURITY AGREEMENT, dated as of April 4, 2013, by the Grantors listed on the signature page hereto (individually, a "Grantor", and, collectively, the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as administrative agent for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 16, 2008 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among E&B Giftware, LLC, a Delaware limited liability company ("E&B"), E&B Exercise, LLC, a Delaware limited liability company ("Exercise"), and Sportline, Inc., a Delaware corporation ("Sportline" and together with E&B and Exercise, each a "US Borrower" and, collectively, the "US Borrowers"), Star Case (UK) Limited (the "UK Borrower"), the other Persons party hereto that are designated as a "Credit Party", the Agent, as (i) US Agent (x) for the US Lenders (as defined therein) and for itself as a US Lender and L/C Issuer and (y) as to the US Collateral, to the extent it secures the guaranty by the US Credit Parties of the UK Obligations, for the UK Agent and the UK Lenders, and (ii) UK Agent for the UK Lenders (as defined therein) and for itself as a UK Lender, and such UK Lenders, and as UK Security Trustee, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of May 16, 2008 in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Second Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitations, those referred to on Schedule 1 hereto;
- (b) all renewals, reversions and extensions of the foregoing; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitations, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. The Guaranty and Security Agreement. The security interest granted pursuant to this Second Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. <u>Grantor Remains Liable</u>. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

SECTION 5. <u>Counterparts</u>. This Second Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 6. Governing Law. This Second Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature page follows]

[SIGNATURE PAGE TO SECOND TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Second Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

E&B GIFTWARE LLC,

as Grantor

Name: <

Title: ೧೯೦

[SIGNATURE PAGE TO SECOND TRADEMARK SECURITY AGREEMENT]

STARCASE (UK) LIMITED,

as Grantor

By:

Name:

Title:

[SIGNATURE PAGE TO SECOND TRADEMARK SECURITY AGREEMENT]

4

ACCEPTED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,

as Agent

Name:

Title:

Michelle Handy

Duly Authorized Signatory

[SIGNATURE PAGE TO SECOND TRADEMARK SECURITY AGREEMENT]

SCHEDULE I

TRADEMARK REGISTRATIONS/APPLICATIONS

OWNER	MARK	JURISD.	STATUS	REG. / APP.	REG./
Ean Cia				NO.	APP. DATE
E&B Giftware LLC	CONTROL-YOUR-MAN	U.S.	Registered	3,443,394	6/10/2008
E&G Giftware LLC	CONTROL-YOUR-WOMAN	U.S.	Registered	3,443,396	6/10/2008
E&B Giftware LLC	PERFECT SOLUTIONS	U.S.	Registered	3,649,122	7/7/2009
E&B Giftware LLC	The Money Manager	U.S.	Registered	3,576,651	2/17/2009
E&B Giftware LLC	Pocket-Pal	U.S.	Registered	3,591,697	3/17/2009
E&B Giftware LLC	Slot-Lock	U.S.	Registered	3,734,550	1/5/2010
E&B Giftware LLC	Eco Solutions	U.S.	Registered	3,825,420	7/27/2010
E&B Giftware LLC	Santa's Solutions	U.S.	Registered	3,957,963	5/10/2011
E&B Giftware LLC	Super Size	U.S.	Registered	3,818,736	7/13/2010
E&B Giftware LLC	Total Vision	U.S.	Registered	3,944,423	4/12/2011
E&B Giftware LLC	Laser Pro	U.S.	Registered	3,944,417	4/12/2011
E&B Giftware LLC	Hollywood	U.S.	Registered	3,966,526	5/24/2011
E&B Giftware LLC	Lumafile	U.S.	Registered	3,944,420	4/12/2011
E&B Giftware LLC	Time To Save	U.S.	Registered	3,931,213	3/15/2011
E&B Giftware LLC	Auto-Return Basketball Challenge	U.S.	Registered	4,056,526	11/15/2011
E&B Giftware LLC	Spin Darts	U.S.	Registered	3,935,936	3/22/2011
E&B Giftware LLC	College Club	U.S.	Registered	4,122,006	4/3/2012
E&B Giftware LLC	A-Minute-To-Go	U.S.	Registered	4,128,935	4/17/2012
E&B Giftware LLC	USB! KEY	U.S.	Registered	4,164,799	6/26/2012
E&B Giftware LLC	Big Game Shooting Challenge	U.S.	Registered	4,164,800	6/26/2012
E&B Giftware LLC	Insta-Grip	U.S.	Registered	4,135,686	5/1/2012
E&B Giftware LLC	I Brake for Shoes	U.S.	Registered	4,157,986	6/12/2012
E&B Giftware LLC	Storm Master	U.S.	Registered	3,836,441	8/24/2010

6

OWNER	MARK	JURISD.	STATUS	REG. / APP.	REG. / APP. DATE
E&B Giftware LLC	Micro Zoomers	U.S.	Registered	3,826,753	8/3/2010
E&B Giftware LLC	Pro Form Football	U.S.	Registered	3,826,754	8/3/2010
E&B Giftware LLC	King Master	U.S.	Registered	2,858,082	6/29/2004
E&B Giftware LLC	Brain Station	U.S.	Registered	4,025,321	9/13/2011
E&B Giftware LLC	Joke Master	U.S.	Registered	2,798,792	12/23/2003
E&B Giftware LLC	Bar Master	U.S.	Registered	2,946,418	5/3/2005
E&B Giftware LLC	Forever Flashlight	U.S.	Registered	2,944,354	4/26/2005
E&B Giftware LLC	Star Navigator	U.S.	Registered	2,843,446	5/18/2004
E&B Giftware LLC	WASP	U.S.	Registered	3,816,034	7/13/2010
E&B Giftware LLC	Artisan Games and Design	U.S.	Registered	4,093,969	1/31/2012
E&B Giftware LLC	Jam Fest	U.S.	Registered	4,112,030	3/13/2012
E&B Giftware LLC	EXRC	U.S.	Registered	4,109,891	3/6/2012
E&B Giftware LLC	Candy Store	U.S.	Registered	4,186,952	8/7/2012
E&B Giftware LLC	Candy Store (logo)	U.S.	Pending	85/419290	9/9/2011
E&B Giftware LLC	Candy Store	U.S.	Pending	85/640308	5/31/2012
E&B Giftware LLC	Candy Store	U.S.	Pending	85/641641	6/2/2012
E&B Giftware LLC	Candy Store	U.S.	Pending	85/640331	5/31/2012
E&B Giftware LLC	Hang-It-Safe	U.S.	Pending	85/405515	8/24/2011
E&B Giftware LLC	Squeeze Play	U.S.	Registered	4,299,114	3/5/2013
E&B Giftware LLC	Dial-A-Driver	U.S.	Registered	4,302,560	3/12/2013
E&B Giftware LLC	Sili Fingers	U.S.	Pending	85/625501	5/15/2012
E&B Giftware LLC	Bamboom!	U.S.	Pending	85/389697	8/4/2011
E&B Giftware LLC	Hydro Terra	U.S.	Registered	4,290,161	2/12/2013
E&B Giftware LLC	1,2, Tree Toys	U.S.	Pending	85/489600	12/7/2011
E&B Giftware LLC	The Orb	U.S.	Pending	85/530761	2/1/2012
E&B Giftware LLC	Art of the Gentlemen	U.S.	Pending	85/563998	3/8/2012

OWNER	MARK	JURISD.	STATUS	REG. / APP.	REG. / APP. DATE
E&B Giftware LLC	Desktop Distractions	U.S.	Pending	85/629716	5/18/2012
E&B Giftware LLC	Cell Lock-Up	U.S.	Pending	85/419072	9/9/2011
E&B Giftware LLC	Pong in a Row	U.S.	Pending	85/770994	11/04/2012
E&B Giftware LLC	Gizmojo	U.S.	Pending	85/770997	11/04/2012
E&B Giftware LLC	Gadgets that work like Magic	U.S.	Pending	85/778020	11/13/2012
E&B Giftware LLC	emobia	U.S.	Pending	85/781557	11/16/2012
E&B Giftware LLC	The Ice Terminator	U.S.	Pending	85/781664	11/16/2012
E&B Giftware LLC	Infinity Band	U.S.	Pending	76/706918	3/21/2011
E&B Giftware LLC	Powerline	U.S.	Pending	85/142937	10/1/2010
E&B Giftware LLC	Inspire	U.S.	Pending	76/707239	4/12/2011
E&B Giftware LLC	Sync	U.S.	Pending	85/673940	7/11/2012
E&B Giftware LLC	Sync	U.S.	Pending	85/678150	7/16/2012
E&B Giftware LLC	BODY	U.S.	Registered	3,559,409	1/13/2009
E&B Giftware LLC	GOAL TRACK	U.S.	Registered	3,482,808	8/12/2008
E&B Giftware LLC	The Supreme Pushup	U.S.	Registered	3,589,505	3/17/2009
E&B Giftware LLC	System6	U.S.	Registered	3,971,048	5/31/2011
E&B Giftware LLC	Training Camp	U.S.	Registered	3,818,727	7/13/2010
E&B Giftware LLC	Power Strip	U.S.	Registered	3,923,282	2/22/2011
E&B Giftware LLC	Toning Station	U.S.	Registered	3,995,313	7/12/2011
E&B Giftware LLC	DUO	U.S.	Registered	3,718,933	12/1/2009
E&B Giftware LLC	МЕТА	U.S.	Registered	3,803,488	6/15/2010
E&B Giftware LLC	PaceCoach	U.S.	Registered	4,060,215	11/22/2011
E&B Giftware LLC	Colortrac	U.S.	Registered	4,084,775	1/10/2012
E&B Giftware LLC	Snapshot	U.S.	Registered	4,146,875	5/22/2012
E&B Giftware LLC	Turn Key	U.S.	Registered	4,175,815	7/17/2012

8

OWNER	MARK	JURISD.	STATUS	REG. / APP.	REG. / APP. DATE
E&B Giftware LLC	Bedtek	U.S.	Pending	85/701818	8/14/2012
E&B Giftware LLC	Get Comfortable With Technology	U.S.	Pending	85/735430	9/6/2012
E&B Giftware LLC	Flow & Glow	U.S.	Pending	85/760860	10/23/2012
E&B Giftware LLC	Fashion Work	U.S.	Pending	85/762968	10/25/2012
E&B Giftware LLC	BRAINWAVE	U.S.	Registered	4,182,006	7/31/2012
E&B Giftware LLC	BREW MASTER	U.S.	Registered	3,392,771	3/4/2008
E&B Giftware LLC	BURPMASTER	U.S.	Registered	3,612,242	4/28/2009
E&B Giftware LLC	EXCALIBUR RACING	U.S.	Registered	3,538,563	11/25/2008
E&B Giftware LLC	EZ CRANK	U.S.	Registered	3,400,045	3/18/2008
E&B Giftware LLC	FARTMASTER	U.S.	Registered	3,615,367	5/5/2009
E&B Giftware LLC	GAME TIME	U.S.	Registered	3,618,934	5/12/2009
E&B Giftware LLC	L'IL TORX RC	U.S.	Pending	85/722392	9/6/2012
E&B Giftware LLC	PEAK PERFORMANCE PUSH-UP	U.S.	Registered	3,793,404	5/25/2010
E&B Giftware LLC	PHANTOM FORCE	U.S.	Registered	3,520,037	10/21/2008
E&B Giftware LLC	SKY CRAWLER	U.S.	Registered	3,612,238	4/28/2009
E&B Giftware LLC	SOUNDMASTER	U.S.	Registered	3,499,571	9/9/2008
E&B Giftware LLC	SPACE NAVIGATOR	U.S.	Registered	3,519,960	10/21/2008
E&B Giftware LLC	ULTIMATE CASINO	U.S.	Registered	3,386,215	2/19/2008
E&B Giftware LLC	VOICEBOX!	U.S.	Registered	3,421,127	5/6/2008
E&B Giftware LLC	WIND BLASTER	U.S.	Registered	3,309,496	10/9/2007
Starcase (UK) Limited	QCLIPS	U.S.	Registered	3,486,801	8/19/2008
Starcase (UK) Limited	ULTIMATE SPORTS 'QUESTION & ANSWER' TRIVIA	U.S.	Registered	3,443,120	6/3/2008

9

EAST\55474499.1

RECORDED: 04/04/2013