

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		04/02/2013	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	Melissa & Doug, LLC
Street Address:	141 Danbury Road
City:	Wilton
State/Country:	CONNECTICUT
Postal Code:	06897
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3403317	ART ESSENTIALS
Registration Number:	3129623	BAND IN A BOX
Registration Number:	3412813	FRESH START
Registration Number:	2962250	WRITE A MAT
Registration Number:	2827985	THE STRAIGHT EDGE PRESS
Registration Number:	2797802	MAKIN' MUSIC
Registration Number:	2843981	MIGHTY BUILDERS
Registration Number:	3827935	THE HOUSE THAT JACK BUILT
Registration Number:	3834406	THE HOUSE THAT JACK BUILT ESTABLISHED 1975
Registration Number:	3843009	MINE TO LOVE
Registration Number:	3690817	COLOR-A-MAT
Registration Number:	3203307	MELISSA & DOUG
Registration Number:	2848602	MELISSA & DOUG
Registration Number:	2889640	WOOD 'N THINGS

OP \$440.00 3403317

TRADEMARK

Registration Number:	2487044	LIGHTS, CAMERA, INTERACTION!
Registration Number:	2470372	MELISSA & DOUG'S PUZZLE WORLD LIGHTS, CAMERA, INTERACTION!
Registration Number:	2472178	PUZZLE WORLD

CORRESPONDENCE DATA

Fax Number: 9194168363
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 9192868049
 Email: pto_tmconfirmation@mvalaw.com
 Correspondent Name: Moore & Van Allen PLLC
 Address Line 1: 430 Davis Drive
 Address Line 2: Suite 500
 Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625.004828
NAME OF SUBMITTER:	John E. Slaughter, III
Signature:	/jes/
Date:	04/04/2013

Total Attachments: 3
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 2, 2013 ("Release"), is made by Bank of America, N.A., as Administrative Agent ("Administrative Agent") in favor of Melissa & Doug, LLC ("Grantor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of December 21, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including the Trademarks and Trademark Licenses listed on Schedule A attached hereto;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of December 21, 2010 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on December 23, 2010 at Reel 004440 Frame 0190.

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, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, 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 all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the Trademarks and Trademark Licenses listed on Schedule A attached hereto, granted pursuant to the Security Agreement; and

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

SECTION 3. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 4. Acknowledgement. The release of security interest granted herein expressly does not include a release of the separate security interest that shall be granted pursuant to the Security and Pledge Agreement dated as April 2, 2013 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time) by and among the Obligors party thereto (as defined therein) and Bank of America, N.A., in its capacity as administrative agent thereto.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A. / as Administrative Agent

By: _____

Name: Anne M. Zeschke

Title: Vice President

MELISSA & DOUG, LLC (2013)
TRADEMARK TERMINATION

TRADEMARK
REEL: 004998 FRAME: 0916

Schedule A

**Melissa & Doug, LLC
(Delaware Limited Liability Company)**

**U.S. Trademarks Subject to Security Interest
Granted by Melissa & Doug, LLC
In Favor of Bank of America, N.A., as Administrative Agent
Recorded December 23, 2010 at Reel 004440 Frame 0190**

Registered Marks

Mark	Reg. No.	Reg. Date
ART ESSENTIALS	3403317	03/25/08
BAND IN A BOX	3129623	08/15/06
FRESH START	3412813	04/15/08
WRITE A MAT	2962250	06/14/05
THE STRAIGHT EDGE PRESS	2827985	03/30/04
MAKIN' MUSIC	2797802	12/23/03
MIGHTY BUILDERS	2843981	05/18/04
THE HOUSE THAT JACK BUILT	3827935	08/03/10
THE HOUSE THAT JACK BUILT ESTABLISHED 1975 and Design	3834406	08/17/10
MINE TO LOVE	3843009	08/31/10
COLOR-A-MAT	3690817	09/29/09
MELISSA & DOUG and Design	3203307	01/30/07
MELISSA & DOUG	2848602	06/01/04
WOOD 'N THINGS	2889640	09/28/04
LIGHTS, CAMERA, INTERACTION!	2487044	09/11/01
MELISSA & DOUG'S PUZZLE WORLD LIGHTS, CAMERA, INTERACTION! and Design	2470372	07/17/01
PUZZLE WORLD	2472178	07/24/01