

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546020

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RESIGNATION AND AGENCY SUBSTITUTION AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC COMPANY, successor by merger to General Electric Capital Corporation, as Retiring Agent		03/01/2016	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Successor Agent
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 103

Property Type	Number	Word Mark
Registration Number:	4317370	360 SPINWAY
Registration Number:	0871689	A CHILD GUIDANCE TOY
Registration Number:	4576317	ACTION SHOT
Registration Number:	4403954	ACTION SHOT
Registration Number:	3689767	AFTERBURNER
Registration Number:	4754200	ANIMAL BABIES NURSERY
Registration Number:	2849480	ARCADE ALLEY
Registration Number:	5105380	BLASTABLES
Registration Number:	2794991	BLOPENS
Registration Number:	2137411	BLOPENS
Registration Number:	2919830	BOWLERCADE
Registration Number:	2464572	BXS
Registration Number:	4403695	CDI
Registration Number:	2373935	COLOR WORKSHOP
Registration Number:	4564469	CORE-TECH
Registration Number:	3175313	COSMIC HOOP
Registration Number:	4289510	CREEPY CANDY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1876727	CREEPY CRAWLERS
Registration Number:	4354605	CUBIKALS
Registration Number:	3050682	D/CEPTIONS
Registration Number:	2523283	DANCE MAKER
Registration Number:	4396627	DECAYED COUTURE
Registration Number:	3801999	DISGUISE
Registration Number:	4444527	DROOL OVER ME
Registration Number:	4764785	EVO
Registration Number:	4499382	EZ PRO
Registration Number:	4298435	FABULOUS FLIRTS
Registration Number:	4389215	FIERCELY FEMME
Registration Number:	3678826	FLY WHEELS
Registration Number:	2107382	FUNNOODLE
Registration Number:	2433936	FUNTIME STATION
Registration Number:	4403593	GIRL GOURMET
Registration Number:	4376669	GIRL POWER
Registration Number:	4564471	GLOWBLADE
Registration Number:	1031546	GO FLY A KITE
Registration Number:	4973341	GOOP
Registration Number:	3069388	HANGIN' HOOPS
Registration Number:	4800044	HAPPY HAULER
Registration Number:	4779989	HERO PORTAL
Registration Number:	4547867	JAKKS
Registration Number:	4675589	JAKKS
Registration Number:	3433001	JAKKS PACIFIC
Registration Number:	3345717	JAKKS PACIFIC
Registration Number:	2267543	JAKKS PACIFIC
Registration Number:	4289352	KID WOOD
Registration Number:	2386901	KIDS ONLY!
Registration Number:	2916021	LASER CHALLENGE
Registration Number:	4485347	LET'S PLAY!
Registration Number:	2703964	LIGHT HOPPER
Registration Number:	4564468	LOCK
Registration Number:	1703455	MAUI
Registration Number:	1558647	MAUI HOOP
Registration Number:	5291292	MAX TOW
Registration Number:	4736431	MAX TOW TRUCK
Registration Number:	4675982	MI WORLD

Property Type	Number	Word Mark
Registration Number:	4692843	MIWORLD
Registration Number:	4238095	MONSTER NOODLE
Registration Number:	4372751	MONSUNO
Registration Number:	2257445	MOOSE MOUNTAIN
Registration Number:	4380458	MOOSE MOUNTAIN TOYMAKERS
Registration Number:	2327648	MOOSE MOUNTAIN TOYMAKERS
Registration Number:	2592445	MXS
Registration Number:	2780891	
Registration Number:	2605447	
Registration Number:	3871077	PAWDOODLES
Registration Number:	1763736	PLASTI-GOOP
Registration Number:	2449878	PLAY ALONG
Registration Number:	3826223	PLUBBER
Registration Number:	4752210	PLUG IT IN & PLAY TV GAMES
Registration Number:	3719780	PLUG IT IN & PLAY TV GAMES
Registration Number:	4365552	PLUG IT IN & PLAY TV GAMES TOUCH
Registration Number:	5503263	POWER CITY
Registration Number:	4593513	POWERTRAINS COLLECT CONNECT EXPAND
Registration Number:	4392705	PRO TUNES
Registration Number:	4564706	PROJECT GLAMWAY
Registration Number:	4397942	PUSH 'N SCOOT
Registration Number:	4564470	QUICKFORCE
Registration Number:	4309705	RAIN
Registration Number:	4457329	REAL CONSTRUCTION
Registration Number:	4522370	REALTECH SPYNET
Registration Number:	1105221	ROAD CHAMPS
Registration Number:	4377030	S.L.U.G. ZOMBIES SCARY LITTLE UGLY GUYS
Registration Number:	4463110	SCATTERBRAINZ
Registration Number:	2368107	SHADOW NINJAS
Registration Number:	3741855	SHOCK RACERS
Registration Number:	4389216	SKINOVATIONS
Registration Number:	3664822	SKY BALL
Registration Number:	4485378	SKY BOUNCER
Registration Number:	2613480	SOUND BEAMS
Registration Number:	4560516	SPY NET
Registration Number:	4420170	STORM
Registration Number:	2614646	SUNNY DAY PLAY
Registration Number:	2640034	SUPER SHOOT OUT

Property Type	Number	Word Mark
Registration Number:	2495047	SUPER SHOPPER
Registration Number:	4576213	TIME 4 TOYZ
Registration Number:	2576610	TOLLYTOTS
Registration Number:	3549101	TWIZZLER
Registration Number:	2710638	WAVE
Registration Number:	2549771	WAVE HOOP
Registration Number:	3632094	WICKED RIVALS
Registration Number:	3220821	XPV
Registration Number:	4569441	ZOMBIE GIRLS
Registration Number:	4607393	ZOMBIE GIRLS

CORRESPONDENCE DATA

Fax Number: 3128637806

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.

Phone: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.648

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 10/21/2019

Total Attachments: 21

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RESIGNATION AND AGENCY SUBSTITUTION AGREEMENT

This RESIGNATION AND AGENCY SUBSTITUTION AGREEMENT, dated as of March 1, 2016 (this "Agreement"), by and among GENERAL ELECTRIC COMPANY, successor by merger to General Electric Capital Corporation, a New York corporation ("GE Capital"), in its capacity as the existing Agent under and as defined in the Credit Agreement referred to below (in such capacity, the "Retiring Agent"), and in its capacity as the existing L/C Issuer (in such capacity, the "Retiring L/C Issuer"), CF LENDING, LLC ("CF Lending"), in its capacity as the existing Swingline Lender (in such capacity, the "Retiring Swingline Lender"), WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), in its capacity as successor to the Retiring Agent (in such capacity, the "Successor Agent"), in its capacity as the successor to the Retiring L/C Issuer (in such capacity, the "Successor L/C Issuer"), and in its capacity as the successor to the Retiring Swingline Lender (in such capacity, the "Successor Swingline Lender"), the undersigned Lenders (as defined below), JAKKS PACIFIC, INC., a Delaware corporation ("JAKKS"), CREATIVE DESIGNS INTERNATIONAL, LTD., a Delaware corporation ("CDI"), DISGUISE, INC., a Delaware corporation ("Disguise"), JAKKS SALES CORPORATION, a Delaware corporation ("JAKKS Sales"), MAUI, INC., an Ohio corporation ("Maui"), MOOSE MOUNTAIN MARKETING, INC., a New Jersey corporation ("Moose"), KIDS ONLY, INC., a Massachusetts corporation ("Kids"); and together with JAKKS, CDI, Disguise, JAKKS Sales, Maui and Moose, collectively referred to as "Borrowers" and individually as a "Borrower").

WITNESSETH:

WHEREAS, each Borrower, the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), and Retiring Agent are parties to that certain Credit Agreement, dated as of March 27, 2014 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof and as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); all initially capitalized terms used herein without definition shall have the meanings ascribed thereto in the Credit Agreement;

WHEREAS, GE Capital and Wells Fargo, are parties to that certain Stock and Asset Purchase Agreement, dated as of October 13, 2015 (as amended from time to time, the "SAPA"), pursuant to which, among other things, Wells Fargo has agreed that Wells Fargo or one or more of Wells Fargo's affiliates will agree to be appointed as the successor to GE Capital and CF Lending in their respective capacities as Agent, L/C Issuer and Swingline Lender under the Credit Agreement; and

WHEREAS, (a) the Retiring Agent desires to resign in its respective capacities as Agent under the Credit Agreement and the other Loan Documents and the Successor Agent desires to become the successor to Retiring Agent in each such capacity, (b) the Retiring L/C Issuer desires to resign in its capacity as L/C Issuer under the Credit Agreement and the other Loan Documents and the Successor L/C Issuer desires to become the successor to Retiring L/C Issuer in such capacity and (c) the Retiring Swingline Lender desires to resign in its capacity as Swingline Lender under the Credit Agreement and the other Loan Documents and the Successor Swingline Lender desires to become the successor to Retiring Swingline Lender in such capacity.

NOW THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the parties hereto agree as follows:

1. Resignation and Appointment.

(a) Resignation of Retiring Agent, Retiring L/C Issuer and Retiring Swingline Lender. The Retiring Agent hereby resigns, effective as of the Effective Date (defined below), in its capacity as Agent under the Credit Agreement and the other Loan Documents. Subject to Section 2(iv) below, the

Retiring L/C Issuer hereby resigns, effective as of the Effective Date (defined below), in its capacity as L/C Issuer under the Credit Agreement and the other Loan Documents. The Retiring Swingline Lender hereby resigns, effective as of the Effective Date (defined below), in its capacity as Swingline Lender under the Credit Agreement and the other Loan Documents. As of the Effective Date, each of the Retiring Agent, Retiring L/C Issuer and Retiring Swingline Lender shall be discharged from their respective duties and obligations under the Credit Agreement and all other Loan Documents, except to the extent expressly set forth in this Agreement, including Section 2 below.

(b) Appointment of Successor Agent. As of the Effective Date, (i) the Successor Agent is hereby appointed by the undersigned Lenders as the successor to Retiring Agent in its respective capacities as Agent under the Credit Agreement and the other Loan Documents and the Successor Agent hereby accepts such appointment and agrees to act as the Agent under the Credit Agreement and the other Loan Documents, (ii) the Successor L/C Issuer is hereby appointed by the undersigned Lenders as the successor to Retiring L/C Issuer in its capacity as L/C Issuer under the Credit Agreement and the other Loan Documents and the Successor L/C Issuer hereby accepts such appointment and agrees to act as the L/C Issuer under the Credit Agreement and the other Loan Documents, and (iii) the Successor Swingline Lender is hereby appointed by the undersigned Lenders as the successor to Retiring Swingline Lender in its capacity as Swingline Lender under the Credit Agreement and the other Loan Documents and the Successor Swingline Lender hereby accepts such appointment and agrees to act as the Swingline Lender under the Credit Agreement and the other Loan Documents.

(c) Assignment of Rights and Duties. As of the Effective Date, (i) the Retiring Agent hereby assigns, and the Successor Agent is hereby vested with and assumes, all the rights, powers, privileges and duties of the Retiring Agent under the Credit Agreement and the other Loan Documents, (ii) subject to Section 2(iv) below, the Retiring L/C Issuer hereby assigns, and the Successor L/C Issuer is hereby vested with and assumes, all the rights, powers, privileges and duties of the L/C Issuer under the Credit Agreement and the other Loan Documents, and (iii) the Retiring Swingline Lender hereby assigns, and the Successor Swingline Lender is hereby vested with and assumes, all the rights, powers, privileges and duties of the Swingline Lender under the Credit Agreement and the other Loan Documents, in each case, including, without limitation, in the Retiring Agent's capacity as the Agent, secured party, grantee, mortgagee, beneficiary, assignee and each other similar capacity, if any, in which the Retiring Agent was granted liens on any real or personal property of any Borrower, any Credit Party or any other person, as security for all or any of the secured obligations. The provisions of this Agreement to the contrary notwithstanding, none of Successor Agent, Successor L/C Issuer or Successor Swingline Lender does hereby assume any duties, obligations or liabilities of Retiring Agent, Retiring L/C Issuer or Retiring Swingline Lender for any period on or prior to the Effective Date, and none of Successor Agent, Successor L/C Issuer or Successor Swingline Lender shall have any liabilities, duties or obligations in respect of any acts or omissions by Retiring Agent, Retiring L/C Issuer or Retiring Swingline Lender for any period on or prior to the Effective Date. Additionally, the provisions of this Agreement to the contrary notwithstanding, none of Retiring Agent, Retiring L/C Issuer or Retiring Swingline Lender does hereby assume any duties, obligations or liabilities of Successor Agent, Successor L/C Issuer or Successor Swingline Lender for any period after the Effective Date, and none of Retiring Agent, Retiring L/C Issuer or Retiring Swingline Lender shall have any liabilities, duties or obligations in respect of any acts or omissions by Successor Agent, Successor L/C Issuer or Successor Swingline Lender for any period after the Effective Date. In furtherance of the foregoing, the undersigned Lenders hereby (x) consent to each of the provisions of this Agreement, (y) waive any consents or amendments to the Credit Agreement needed to effectuate the foregoing provisions of this Agreement, and (z) waive any prior notice requirement or waiting period prior to the effectiveness of each of the provisions of this Agreement otherwise provided for in the Credit Agreement. Retiring Agent, the undersigned Lenders and Borrowers each hereby authorizes the Successor Agent to prepare and file or record or cause to be filed or recorded any UCC assignments, assignments of intellectual property security agreements, assignments of mortgages, assignments of share charges, assignments of stock pledge agreements, assignments of control agreements, assignments of any other Loan Documents and any amendments of any of the foregoing as many be reasonably necessary or as may be requested by Wells

Fargo in connection with this Agreement (it being understood that no Borrower shall be responsible for the fees and expenses of Retiring Agent or the Successor Agent in connection therewith).

(d) Consent of Borrowers. Each Borrower hereby consents to the appointment by the undersigned Lenders, as of the Effective Date, of (i) Successor Agent as the successor to Retiring Agent in its respective capacities as Agent under the Credit Agreement and the other Loan Documents, (ii) Successor L/C Issuer as the successor to Retiring L/C Issuer in its capacity as L/C Issuer under the Credit Agreement and the other Loan Documents, and (iii) Successor Swingline Lender as the successor to Retiring Swingline Lender in its capacity as Swingline Lender under the Credit Agreement and the other Loan Documents. In furtherance of the foregoing, each Borrower hereby (x) consents to each of the provisions of this Agreement, (y) waives any consents or amendments to the Credit Agreement that may be needed to effectuate the foregoing provisions of this Agreement, and (z) waives any prior notice requirement or waiting period prior to the effectiveness of each of the provisions of this Agreement otherwise provided for in the Credit Agreement.

(e) Survival. Except as set forth below in Sections 2(iii) and (v) of this Agreement, nothing in this Agreement shall be deemed a termination of the provisions of, or any of the Retiring Agent's, Retiring L/C Issuer's or Retiring Swingline Lender's rights under, the Loan Documents with respect to actions taken by any of Retiring Agent, Retiring L/C Issuer or Retiring Swingline Lender prior to the Effective Date that are expressly stated in any section of any Loan Documents to survive the resignation of the Retiring Agent, Retiring L/C Issuer or Retiring Swingline Lender, as applicable. For the avoidance of doubt, notwithstanding anything to the contrary contained in this Agreement or otherwise, except as set forth below in Sections 2(iii) and (v) of this Agreement, the Retiring Agent, Retiring L/C Issuer and Retiring L/C Swingline Lender and each affiliate thereof and each director, officer, employee, agent, trustee, representative, attorney, accountant and each insurance, environmental, legal, financial and other advisor and other consultants and agents of or to GE Capital, CF Lending or any of their affiliates shall retain the benefit of all of the provisions of the Credit Agreement and each of the other Loan Documents that are expressly stated in any section of any Loan Documents to survive the resignation of the Retiring Agent, Retiring L/C Issuer or Retiring Swingline Lender, as applicable, with respect to any actions taken or omitted to be taken prior to the Effective Date while the Retiring Agent, Retiring L/C Issuer or Retiring Swingline Lender was, or because the Retiring Agent, Retiring L/C Issuer or Retiring Swingline Lender had been, acting as the Agent, L/C Issuer or Swingline Lender under the Credit Agreement and the other Loan Documents. Retiring Agent shall consult with the Successor Agent, Retiring L/C Issuer shall consult with the Successor L/C Issuer, and Retiring Swingline Lender shall consult with Successor Swingline Lender, in each case prior to exercising any of the rights referred to in this Section 1(e).

2. Loan Documents. The parties hereto hereby further agree and acknowledge that, from and after the Effective Date, the Successor Agent shall be, and shall be deemed to be, the Agent under the Credit Agreement and the other Loan Documents (including each fee letter). In furtherance of the foregoing, all defined terms referencing or appointing GE Capital as the Agent, the administrative agent or collateral agent in the Credit Agreement or the other Loan Documents (including any fee letter) shall be deemed amended from and after the Effective Date to reference the Successor Agent as the Agent (or otherwise as the agent, administrative agent or collateral agent for the Lenders, the L/C Issuers and the other Secured Parties, as applicable). From and after the Effective Date, (i) Wells Fargo shall become the Swingline Lender and L/C Issuer under the Credit Agreement and the other Loan Documents, (ii) CF Lending shall cease to be a Swingline Lender thereunder, (iii) GE Capital shall not be required to issue any further Letters of Credit thereunder and to the extent Letters of Credit arranged or issued by GE Capital are outstanding under the Credit Agreement and remain outstanding after the Effective Date, GE Capital will have no voting or consent rights as an L/C Issuer under (and as defined in) the Credit Agreement except as set forth in clause (iv) hereof, (iv) GE Capital shall maintain all of its rights as L/C Issuer with respect to any Letters of Credit issued by it prior to the Effective Date and, to the extent Letters of Credit arranged or issued by GE Capital are outstanding under the Credit Agreement and remain outstanding after the Effective Date, GE Capital shall maintain its voting rights with respect to any amendment or modification that increases GE Capital's

duties or liabilities or decreases GE Capital's rights with respect to any Letter of Credit issued by it), and (v) GE Capital and each of its Affiliates shall cease to be a Secured Swap Provider under the Credit Agreement and the other Loan Documents and any Obligations held by GE Capital or any of its Affiliates in respect of Rate Contracts or other extensions of credit shall no longer be secured by the Collateral.

3. Conditions to Effectiveness. This Agreement shall become effective as of the date first written above when it has been duly executed and delivered by the Retiring Agent, Retiring L/C Issuer, Retiring Swingline Lender, Successor Agent, Successor L/C Issuer, Successor Swingline Lender, Borrowers and the undersigned Lenders constituting Required Lenders, or such later date as may be designated in writing by each of Retiring Agent and Successor Agent (such date, the "Effective Date").

4. Fees and Expenses. Notwithstanding anything to the contrary in the Credit Agreement and the other Loan Documents, in no event shall the Borrowers be responsible for any costs or expenses incurred by the Retiring Agent or the Successor Agent in connection with the execution and delivery of this Agreement and the effectuation of the assignments contemplated hereby; *provided* that the foregoing shall not otherwise limit the Borrowers' obligations in respect of expenses otherwise payable to the Retiring Agent or Successor Agent arising (if applicable) prior to this Agreement or once the assignments contemplated hereby have been completed.

5. Entire Agreement. This Agreement, the Credit Agreement and the other Loan Documents state the entire agreement and supersede all prior agreements and understandings, written or verbal, between the parties hereto with respect to the subject matter hereof. Except as expressly amended or modified hereby, the Credit Agreement and the other Loan Documents shall remain in full force and effect. In the event of any conflict or inconsistency between the terms of this Agreement and the Credit Agreement or any other Loan Document, the terms of this Agreement shall govern and control. This Agreement may not be amended except in writing signed by a duly authorized representative of each of the parties hereto.

6. Waiver. No delay or failure on the part of any party hereto in exercising any right, power or remedy hereunder shall effect or operate as a waiver thereof, nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such right, power or remedy preclude any further exercise thereof or of any other right, power or remedy.

7. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

8. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (including by ".pdf" or ".tif") shall be effective as delivery of a manually executed counterpart hereof.

10. Loan Documents. The parties hereto hereby agree that this Agreement shall constitute a Loan Document.

11. Headings. Section headings used herein are for convenience of reference only, are not part

of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

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

{Remainder of Page Intentionally Left Blank; Signature Pages Follow}

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date first written above.

GENERAL ELECTRIC COMPANY, successor by merger to General Electric Capital Corporation, a New York corporation, as Retiring Agent and Retiring LC Issuer

By: 
Name: Eric Wilson
Title: Duly Authorized Signatory

CF LENDING, LLC, as Retiring Swingline Lender

By: 
Name: Eric Wilson
Title: Duly Authorized Signatory

[Signature Page to Resignation and Agency Substitution Agreement-JAKKS]

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TRADEMARK
REEL: 006775 FRAME: 0955

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Successor Agent, Successor LC
Issuer and Successor Swingline Lender

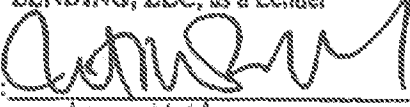
By: Pet Faust
Name: Pet Faust
Title: Duly Authorized Signatory

[Signature Page to Resignation and Agency Substitution Agreement-JAKKS]

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CF LENDING, LLC, as a Lender

By: 
Name: Barbara
Duly Authorized Signatory

[Signature Page to Resignation and Agency Substitution Agreement-JAKKS]

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JAKKS PACIFIC, INC., as a Borrower

By: [Signature]
Name: Joel M. Bennett
Title: VP/CEO

CREATIVE DESIGNS INTERNATIONAL, LTD., as a Borrower

By: [Signature]
Name: Joel M. Bennett
Title: VP/CEO

DISGUISE, INC., as a Borrower

By: [Signature]
Name: Joel M. Bennett
Title: VP/CEO

JAKKS SALES CORPORATION, as a Borrower

By: [Signature]
Name: Joel M. Bennett
Title: VP/CEO

MAUI, INC., as a Borrower

By: [Signature]
Name: Joel M. Bennett
Title: VP/CEO

MOOSE MOUNTAIN MARKETING, INC., as a Borrower

By: [Signature]
Name: Joel M. Bennett
Title: VP/CEO

KIDSONLY, INC., as a Borrower

By: [Signature]
Name: Joel M. Bennett
Title: VP/CEO

[Signature Page to Resignation and Agency Substitution Agreement-JAKKS]

OM, US 6951 (976 082892 0955

RESIGNATION AND AGENCY SUBSTITUTION AGREEMENT

Schedule of Patents

1	Patent #: 5597593	Issue Dt: 01/28/1997	Application #: 08386488	Filing Dt: 02/10/1995
	Title: TOY MOLD SYSTEM WITH UNDERCUTS			
2	Patent #: 5528014	Issue Dt: 06/18/1996	Application #: 08388525	Filing Dt: 02/14/1995
	Title: TOY OVEN			
3	Patent #: 5687886	Issue Dt: 11/18/1997	Application #: 08557060	Filing Dt: 11/13/1995
	Title: HAND-HELD LIQUID DISPENSING APPARATUS			
4	Patent #: 5858262	Issue Dt: 01/12/1999	Application #: 08640430	Filing Dt: 04/30/1996
	Title: MOLD FOR FORMING MULTI-SIDED, FULLY CONTOURED, THREE-DIMENSIONAL TOY FIGURES			
5	Patent #: 5800243	Issue Dt: 09/01/1998	Application #: 08740709	Filing Dt: 11/01/1996
	Title: TOY FIGURE WITH CLICKING SOUND EFFECT			
6	Patent #: 5699620	Issue Dt: 12/23/1997	Application #: 08766536	Filing Dt: 12/11/1996
	Title: APPARATUS FOR SHARPENING CRAYON MARKING INSTRUMENTS TO FORM AN IMPROVED ARCUATE SAFETY MARKING TIP			
7	Patent #: 6028533	Issue Dt: 02/22/2000	Application #: 08892374	Filing Dt: 07/14/1997
	Title: TOY WITH REMOTELY CONTROLLED SECURITY ALARM			
8	Patent #: 5890830	Issue Dt: 04/06/1999	Application #: 08923305	Filing Dt: 09/04/1997
	Title: UNIVERSAL MARKING INSTRUMENT APPARATUS			
9	Patent #: 6024300	Issue Dt: 02/15/2000	Application #: 09000096	Filing Dt: 04/14/1998
	Title: IMPROVEMENTS IN AND RELATING TO LIQUID DISPENSING APPARATUS			
10	Patent #: 6011489	Issue Dt: 01/04/2000	Application #: 09006026	Filing Dt: 01/12/1998
	Title: REMOTELY CONTROLLED TOY AND WIRELESS REMOTE OPERABLE IN A POINT OF SALE PACKAGE			
11	Patent #: 5996564	Issue Dt: 12/07/1999	Application #: 09133513	Filing Dt: 08/12/1998
	Title: DISC DISCHARGING DEVICE			
12	Patent #: 6062753	Issue Dt: 05/16/2000	Application #: 09135090	Filing Dt: 08/17/1998
	Title: WRITING INSTRUMENT WITH ENHANCED TACTILE CONTROL AND GRIPPING COMFORT AND METHOD OF MAKING SAME			
13	Patent #: 5895160	Issue Dt: 04/20/1999	Application #: 09139620	Filing Dt: 08/25/1998
	Title: UNIVERSAL MARKING INSTRUMENT APPARATUS			
14	Patent #: 6126509	Issue Dt: 10/03/2000	Application #: 09143491	Filing Dt: 08/28/1998
	Title: TOY FIGURE WITH SOUND-GENERATING MECHANISM			
15	Patent #: 6113452	Issue Dt: 09/05/2000	Application #: 09197280	Filing Dt: 11/20/1998

Title: SKIPPING TOY WITH MARKER

16 Patent #: **6270021** Issue Dt: 08/07/2001 Application #: 09230015 Filing Dt: 05/17/1999
Title: LIQUID DISPENSING APPARATUS

17 Patent #: **6328651** Issue Dt: 12/11/2001 Application #: 09243912 Filing Dt: 02/03/1999
Title: PROJECTED IMAGE TARGET SHOOTING TOY

18 Patent #: **6179680** Issue Dt: 01/30/2001 Application #: 09248799 Filing Dt: 02/12/1999
Title: SAFETY DEVICE FOR A SPRING LOADED FLYING TOY

19 Patent #: **6206747** Issue Dt: 03/27/2001 Application #: 09419370 Filing Dt: 09/27/1999
Title: WIND INDICATOR TOY

20 Patent #: **6527610** Issue Dt: 03/04/2003 Application #: 09462709 Filing Dt: 01/11/2000
Title: WEARABLE INTERACTIVE DIGITAL AMUSEMENT DEVICE

21 Patent #: **6727826** Issue Dt: 04/27/2004 Application #: 09475402 Filing Dt: 12/30/1999
Title: REMOTELY CONTROLLED TOY AND WIRELESS REMOTE OPERABLE IN A POINT OF SALE PACKAGE

22 Patent #: **6311982** Issue Dt: 11/06/2001 Application #: 09499851 Filing Dt: 02/07/2000
Title: Hide and find toy game

23 Patent #: **6217245** Issue Dt: 04/17/2001 Application #: 09505522 Filing Dt: 02/17/2000
Title: Writing instrument having a glitter embedded barrel and method of making same

24 Patent #: **6368178** Issue Dt: 04/09/2002 Application #: 09615099 Filing Dt: 07/13/2000
Title: Toy figure with sound-generating mechanism

25 Patent #: **6283388** Issue Dt: 09/04/2001 Application #: 09646999 Filing Dt: 09/22/2000
Title: Liquid dispensing apparatus

26 Patent #: **6474507** Issue Dt: 11/05/2002 Application #: 09677834 Filing Dt: 09/29/2000
Title: WATER GUN AMUSEMENT DEVICE

27 Patent #: **6736694** Issue Dt: 05/18/2004 Application #: 09777016 Filing Dt: 02/05/2001
Publication #: US20010029147 Pub Dt: 10/11/2001
Title: AMUSEMENT DEVICE

28 Patent #: **6672934** Issue Dt: 01/06/2004 Application #: 09777144 Filing Dt: 02/05/2001
Publication #: US20010041497 Pub Dt: 11/15/2001
Title: AMUSEMENT DEVICE

29 Patent #: **6913508** Issue Dt: 07/05/2005 Application #: 09942156 Filing Dt: 08/29/2001
Publication #: US20020072294 Pub Dt: 06/13/2002
Title: RACE CAR AND TRACK

30 Patent #: **6503015** Issue Dt: 01/07/2003 Application #: 09944331 Filing Dt: 08/30/2001
Title: MARKER PEN

31 Patent #: **6648726** Issue Dt: 11/18/2003 Application #: 09952361 Filing Dt: 09/11/2001
Publication #: US20020081939 Pub Dt: 06/27/2002

Title: TOY GUN AND GLOW IN THE DARK PROJECTILE

Patent #: **7131887** Issue Dt: 11/07/2006 Application #: 09966680 Filing Dt: 09/28/2001
 32 Publication #: US20020177383 Pub Dt: 11/28/2002
 Title: CARD INTERACTIVE AMUSEMENT DEVICE

Patent #: **7410405** Issue Dt: 08/12/2008 Application #: 10066818 Filing Dt: 02/04/2002
 33 Publication #: US20020127946 Pub Dt: 09/12/2002
 Title: AMUSEMENT DEVICE AND METHOD

Patent #: **6475056** Issue Dt: 11/05/2002 Application #: 10083141 Filing Dt: 02/27/2002
 34 Title: DEVICE AND METHOD FOR SECURING MOVABLE SECTIONS OF WIND INDICATOR
 DEVICES AND KITES

Patent #: **6722084** Issue Dt: 04/20/2004 Application #: 10134248 Filing Dt: 04/26/2002
 35 Publication #: US20020162584 Pub Dt: 11/07/2002
 Title: INFLATABLE TENT

Patent #: **6592424** Issue Dt: 07/15/2003 Application #: 10202016 Filing Dt: 07/25/2002
 36 Title: DEVICE AND METHOD FOR SECURING MOVABLE SECTIONS OF WIND INDICATOR
 DEVICES AND KITES

Patent #: **7207860** Issue Dt: 04/24/2007 Application #: 10325173 Filing Dt: 12/20/2002
 37 Publication #: US20030124953 Pub Dt: 07/03/2003
 Title: INTERACTIVE DISPENSING AMUSEMENT DEVICE

Patent #: **6892902** Issue Dt: 05/17/2005 Application #: 10325452 Filing Dt: 12/20/2002
 38 Publication #: US20030178439 Pub Dt: 09/25/2003
 Title: WATER GUN AMUSEMENT DEVICE

Patent #: **6942537** Issue Dt: 09/13/2005 Application #: 10351775 Filing Dt: 01/27/2003
 39 Publication #: US20040198133 Pub Dt: 10/07/2004
 Title: BUBBLE BOTTLE AND BUBBLE WAND

Patent #: **7237971** Issue Dt: 07/03/2007 Application #: 10513619 Filing Dt: 11/04/2004
 40 Publication #: US20050175391 Pub Dt: 08/11/2005
 Title: MARKER PENS

Patent #: **7341499** Issue Dt: 03/11/2008 Application #: 10755519 Filing Dt: 01/12/2004
 41 Publication #: US20050153620 Pub Dt: 07/14/2005
 Title: TOY GLIDER

Patent #: **7261614** Issue Dt: 08/28/2007 Application #: 11180953 Filing Dt: 07/12/2005
 42 Publication #: US20070015594 Pub Dt: 01/18/2007
 Title: STUNT RAMP FOR WHEELED TOY DEVICE

Patent #: **7494398** Issue Dt: 02/24/2009 Application #: 11181698 Filing Dt: 07/13/2005
 43 Publication #: US20060046612 Pub Dt: 03/02/2006
 Title: REMOTELY CONTROLLED VEHICLE WITH DETACHABLY ATTACHABLE WHEELS

Patent #: **7349153** Issue Dt: 03/25/2008 Application #: 11182485 Filing Dt: 07/14/2005
44 Publication #: US20070012720 Pub Dt: 01/18/2007
Title: TOY WEAPON WITH A PERISCOPE SUITABLE FOR ALLOWING A USER TO VIEW OBSTRUCTED OBJECTS THROUGH THE PERISCOPE

Patent #: **7500898** Issue Dt: 03/10/2009 Application #: 11183118 Filing Dt: 07/14/2005
45 Publication #: US20060046610 Pub Dt: 03/02/2006
Title: TOY FOR ROTATING AND LAUNCHING AN OBJECT

Patent #: **7658302** Issue Dt: 02/09/2010 Application #: 11224627 Filing Dt: 09/12/2005
46 Publication #: US20070056986 Pub Dt: 03/15/2007
Title: WATER GUN WITH A RETRACTABLE SPRING LOADED SHIELD

Patent #: **7487969** Issue Dt: 02/10/2009 Application #: 11315664 Filing Dt: 12/20/2005
47 Publication #: US20070152103 Pub Dt: 07/05/2007
Title: KITE SYSTEM HAVING A LIGHT TRANSMITTER AND A LIGHT RECEIVER

Patent #: **7594843** Issue Dt: 09/29/2009 Application #: 11315700 Filing Dt: 12/20/2005
48 Publication #: US20060160464 Pub Dt: 07/20/2006
Title: TOY HAVING AN ELECTRONIC INTERACTIVE DEVICE THAT IS RESPONSIVE TO A ROTATED AND LAUNCHED OBJECT

Patent #: **8162389** Issue Dt: 04/24/2012 Application #: 11332528 Filing Dt: 01/12/2006
49 Publication #: US20070029846 Pub Dt: 02/08/2007
Title: LOCKING MECHANISM FOR A FOLDING CHAIR

Patent #: **7445539** Issue Dt: 11/04/2008 Application #: 11341405 Filing Dt: 01/26/2006
50 Publication #: US20060211333 Pub Dt: 09/21/2006
Title: TOY VEHICLE WITH A DETACHABLY ATTACHABLE WHEEL

Patent #: **7458876** Issue Dt: 12/02/2008 Application #: 11341407 Filing Dt: 01/26/2006
51 Publication #: US20060128268 Pub Dt: 06/15/2006
Title: DUAL-WHEELED REMOTELY CONTROLLED VEHICLE

Patent #: **7951236** Issue Dt: 05/31/2011 Application #: 11406046 Filing Dt: 04/17/2006
52 Publication #: US20070243006 Pub Dt: 10/18/2007
Title: LIQUID GRAPHITE

Patent #: **7727047** Issue Dt: 06/01/2010 Application #: 11418222 Filing Dt: 05/04/2006
53 Publication #: US20060252339 Pub Dt: 11/09/2006
Title: TOY AND METHOD OF TOY OPERATION

Patent #: **7662414** Issue Dt: 02/16/2010 Application #: 11489746 Filing Dt: 07/18/2006
54 Title: EASILY-DIGESTIBLE PET CHEW THAT PROMOTES ORAL HEALTH AND PREVENTS MALODOROUS BREATH IN ANIMALS, AND METHOD OF MAKING THEREOF

Patent #: **7677232** Issue Dt: 03/16/2010 Application #: 11497555 Filing Dt: 07/31/2006
55 Publication #: US20080022988 Pub Dt: 01/31/2008
Title: MULTIPLE PROJECTILE-FIRING TOY GUN WITH SEPARATE TARGET-LAUNCHING MECHANISM

Patent #: **7789728** Issue Dt: 09/07/2010 Application #: 11513507 Filing Dt: 08/30/2006
 56 Publication #: US20070060019 Pub Dt: 03/15/2007
 Title: ADAPTER FOR MOTORIZING A NON-MOTORIZED TOY VEHICLE

Patent #: **7568578** Issue Dt: 08/04/2009 Application #: 11666902 Filing Dt: 10/23/2007
 57 Publication #: US20080197034 Pub Dt: 08/21/2008
 Title: WHEEL SPINNING TOY VEHICLE IN BLISTER PACKAGE WITH CLUTCH MECHANISM

Patent #: **7815486** Issue Dt: 10/19/2010 Application #: 11975681 Filing Dt: 10/18/2007
 58 Publication #: US20080166947 Pub Dt: 07/10/2008
 Title: SPRING-POWERED TOY VEHICLE AND LAUNCHER

Patent #: **8128454** Issue Dt: 03/06/2012 Application #: 11975721 Filing Dt: 10/19/2007
 59 Publication #: US20080176483 Pub Dt: 07/24/2008
 Title: TOY FOR ROTATING AND LAUNCHING AN OBJECT

Patent #: **8721460** Issue Dt: 05/13/2014 Application #: 12006816 Filing Dt: 01/03/2008
 60 Publication #: US20080188314 Pub Dt: 08/07/2008
 Title: Toy laser gun and laser target system

Patent #: **8741458** Issue Dt: 06/03/2014 Application #: 12036458 Filing Dt: 02/25/2008
 61 Publication #: US20090214935 Pub Dt: 08/27/2009
 Title: BATTERY WITH OVER-PRESSURE PROTECTION

Patent #: **8028645** Issue Dt: 10/04/2011 Application #: 12154146 Filing Dt: 05/19/2008
 62 Publication #: US20090283030 Pub Dt: 11/19/2009
 Title: DISPENSER APPARATUS WITH A FORWARD MOVING ROTATABLE PLATFORM

Patent #: **7891447** Issue Dt: 02/22/2011 Application #: 12287002 Filing Dt: 10/02/2008
 63 Publication #: US20090095544 Pub Dt: 04/16/2009
 Title: REMOTELY CONTROLLED VEHICLE WITH A TRACK MECHANISM AND INDEPENDENTLY OPERATED WHEELS

Patent #: **7950976** Issue Dt: 05/31/2011 Application #: 12387418 Filing Dt: 04/30/2009
 64 Publication #: US20090227178 Pub Dt: 09/10/2009
 Title: TOY FOR ROTATING AND LAUNCHING AN OBJECT

Patent #: **7987841** Issue Dt: 08/02/2011 Application #: 12387419 Filing Dt: 04/30/2009
 65 Publication #: US20090272370 Pub Dt: 11/05/2009
 Title: PNEUMATIC TOY LAUNCHING APPARATUS

Patent #: **8579674** Issue Dt: 11/12/2013 Application #: 12587625 Filing Dt: 10/10/2009
 66 Publication #: US20100093256 Pub Dt: 04/15/2010
 Title: MOBILE TOY WITH DISPLACEABLE FLYWHEEL

Patent #: **8079891** Issue Dt: 12/20/2011 Application #: 12655464 Filing Dt: 12/29/2009
 67 Publication #: US20100285719 Pub Dt: 11/11/2010
 Title: TRACK SET WITH TAUT FILAMENT FOR USE WITH A TOY VEHICLE

68 Patent #: 8550870 Issue Dt: 10/08/2013 Application #: 12655465 Filing Dt: 12/29/2009
Publication #: US20100279583 Pub Dt: 11/04/2010
Title: TRACK SET WITH A TILTABLE SURFACE FOR USE WITH A TOY VEHICLE

69 Patent #: NONE Issue Dt: Application #: **12657388** Filing Dt: 01/20/2010
Publication #: US20100184350 Pub Dt: 07/22/2010
Title: Reconfigurable child's toy

70 Patent #: **8562386** Issue Dt: 10/22/2013 Application #: 12660238 Filing Dt: 02/22/2010
Publication #: US20100330876 Pub Dt: 12/30/2010
Title: MOBILE SKATEBOARD-SHAPED TOY WITH A FLYWHEEL

71 Patent #: **8074609** Issue Dt: 12/13/2011 Application #: 12661850 Filing Dt: 03/25/2010
Publication #: US20110232582 Pub Dt: 09/29/2011
Title: RAWHIDE EDIBLE CHEW WITH PIZZLE INNER MEMBER AND METHOD FOR MAKING THE SAME

72 Patent #: **9956491** Issue Dt: 05/01/2018 Application #: 12662262 Filing Dt: 04/21/2010
Publication #: US20170266573 Pub Dt: 09/21/2017
Title: Stunt figure for attaching with a mobile toy to allow for performance of a stunt

73 Patent #: NONE Issue Dt: Application #: **12798576** Filing Dt: 04/06/2010
Publication #: US20100255752 Pub Dt: 10/07/2010
Title: Spinning toy

74 Patent #: **8161914** Issue Dt: 04/24/2012 Application #: 12799040 Filing Dt: 04/16/2010
Publication #: US20110253062 Pub Dt: 10/20/2011
Title: RAWHIDE-BASED MOLDED CHEW WITH HOLLOW CORE

75 Patent #: **8584589** Issue Dt: 11/19/2013 Application #: 12899442 Filing Dt: 10/06/2010
Publication #: US20110244996 Pub Dt: 10/06/2011
Title: DEHYDRATED, PULP-BASED PROJECTILE

76 Patent #: **8376137** Issue Dt: 02/19/2013 Application #: 13101930 Filing Dt: 05/05/2011
Publication #: US20120279880 Pub Dt: 11/08/2012
Title: TRY ME PACKAGING FOR AN ULTRAVIOLET REVEAL FEATURE

77 Patent #: NONE Issue Dt: Application #: **13101957** Filing Dt: 05/05/2011
Publication #: US20120282842 Pub Dt: 11/08/2012
Title: FIGURINE AND PLAY SET ITEM HAVING AN ULTRAVIOLET REVEAL FEATURE

78 Patent #: **9120025** Issue Dt: 09/01/2015 Application #: 13179432 Filing Dt: 07/08/2011
Publication #: US20120058706 Pub Dt: 03/08/2012
Title: CORE WITH FINGER INDENTATION AND FORMED TO EXPEL AN OBJECT CONCEALED THEREIN

79 Patent #: **8707941** Issue Dt: 04/29/2014 Application #: 13253874 Filing Dt: 10/05/2011
Publication #: US20120024279 Pub Dt: 02/02/2012
Title: AIR-POWERED TOY GUN AND PLIABLE PROJECTILES FOR SHOOTING THEREFROM

Patent #: **8726894** Issue Dt: 05/20/2014 Application #: 13253890 Filing Dt: 10/05/2011
80 Publication #: US20120024278 Pub Dt: 02/02/2012
Title: RAPID FIRE AIR-POWERED TOY GUN AND PLIABLE PROJECTILES FOR SHOOTING THEREFROM

Patent #: **8689480** Issue Dt: 04/08/2014 Application #: 13341530 Filing Dt: 12/30/2011
81 Publication #: US20130167427 Pub Dt: 07/04/2013
Title: COLLAPSING TRAP

Patent #: NONE Issue Dt: Application #: **13420127** Filing Dt: 03/14/2012
82 Publication #: US20130244534 Pub Dt: 09/19/2013
Title: WING MECHANISM FOR A DOLL

Patent #: **8974264** Issue Dt: 03/10/2015 Application #: 13443822 Filing Dt: 04/10/2012
83 Publication #: US20130263836 Pub Dt: 10/10/2013
Title: FIGURINE LAUNCHER

Patent #: **8523193** Issue Dt: 09/03/2013 Application #: 13557119 Filing Dt: 07/24/2012
84 Title: CONVERTIBLE RIDE-ON AND PULL WAGON TOY

Patent #: **8888552** Issue Dt: 11/18/2014 Application #: 13614618 Filing Dt: 09/13/2012
85 Publication #: US20130072082 Pub Dt: 03/21/2013
Title: TWISTABLE AND CONNECTABLE BLOCK

Patent #: **9127900** Issue Dt: 09/08/2015 Application #: 13626809 Filing Dt: 09/25/2012
86 Publication #: US20130078885 Pub Dt: 03/28/2013
Title: LAUNCHER DEVICE FOR LAUNCHING A SERIES OF ITEMS INTO A SPIN

Patent #: **8734276** Issue Dt: 05/27/2014 Application #: 13626877 Filing Dt: 09/25/2012
87 Publication #: US20140087895 Pub Dt: 03/27/2014
Title: TRANSFORMING DART

Patent #: **9526998** Issue Dt: 12/27/2016 Application #: 13678958 Filing Dt: 11/16/2012
88 Publication #: US20130072084 Pub Dt: 03/21/2013
Title: SPINNING TOY WITH TRIGGER ACTUATED STOP MECHANISM

Patent #: NONE Issue Dt: Application #: **13717045** Filing Dt: 12/17/2012
89 Publication #: US20140170931 Pub Dt: 06/19/2014
Title: TOY FIGURE WITH REMOVABLE ACCESSORY THAT DOUBLES AS A SMART DEVICE STYLUS

Patent #: **9035921** Issue Dt: 05/19/2015 Application #: 13921085 Filing Dt: 06/18/2013
90 Publication #: US20130335381 Pub Dt: 12/19/2013
Title: VACUUM METALIZED PLATING STYLUS

Patent #: **D418879** Issue Dt: 01/11/2000 Application #: 29090449 Filing Dt: 07/09/1998
91 Title: WATCH-LIKE AMUSEMENT DEVICE

Patent #: **D512908** Issue Dt: 12/20/2005 Application #: 29228719 Filing Dt: 04/27/2005
92 Title: PACKAGING AND DISPLAY BOX FOR A TV GAME CONTROLLER

93 Patent #: **D513382** Issue Dt: 01/03/2006 Application #: 29228721 Filing Dt: 04/27/2005
Title: PACKAGING AND DISPLAY BOX FOR A TV GAME CONTROLLER

94 Patent #: **D513174** Issue Dt: 12/27/2005 Application #: 29228722 Filing Dt: 04/27/2005
Title: PACKAGING AND DISPLAY BOX FOR A TV GAME CONTROLLER

95 Patent #: **D693886** Issue Dt: 11/19/2013 Application #: 29382462 Filing Dt: 01/04/2011
Title: TOY WAGON

96 Patent #: **D702774** Issue Dt: 04/15/2014 Application #: 29401806 Filing Dt: 09/15/2011
Title: TWISTABLE AND CONNECTABLE BLOCK

97 Patent #: **D713895** Issue Dt: 09/23/2014 Application #: 29472682 Filing Dt: 11/14/2013
Title: TOY WAGON

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103 61932528

104 13753437

RESIGNATION AND AGENCY SUBSTITUTION AGREEMENT

Schedule of Trademarks

	TRADEMARK	SERIAL NUMBER	REG. NUMBER	REG. DATE
1.	360 SPINWAY	77671258	4317370	04/09/13
2.	A CHILD GUIDANCE TOY	72264515	0871689	06/24/69
3.	ACTION SHOT	85574282	4576317	07/29/14
4.	ACTION SHOT	85488906	4403954	09/17/13
5.	AFTERBURNER	77030561	3689767	09/29/09
6.	ANIMAL BABIES NURSERY	86142456	4754200	06/16/15
7.	ARCADE ALLEY	78173217	2849480	06/01/04
8.	BLASTABLES	86213614	5105380	12/20/16
9.	BLOPENS	78210054	2794991	12/16/03
10.	BLOPENS	75261148	2137411	02/17/98
11.	BOWLERCADE	78186170	2919830	01/18/05
12.	BXS	75827080	2464572	06/26/01
13.	CDI	85200969	4403695	09/17/13
14.	COLOR WORKSHOP	75615329	2373935	08/01/00
15.	CORE-TECH	85249017	4564469	07/08/14
16.	COSMIC HOOP	78597019	3175313	11/21/06
17.	CREEPY CANDY	85190528	4289510	02/12/13
18.	CREEPY CRAWLERS	74453203	1876727	01/31/95
19.	CUBIKALS	85402705	4354605	06/18/13
20.	D/CEPTIONS	78555410	3050682	01/24/06
21.	DANCE MAKER	75839327	2523283	12/25/01
22.	DECAYED COUTURE	85306092	4396627	09/03/13
23.	DISGUISE	77730431	3801999	06/15/10
24.	DROOL OVER ME	85565455	4444527	12/03/13
25.	EVO	85249110	4764785	06/30/15
26.	EZ PRO	85852666	4499382	03/18/14

	TRADEMARK	SERIAL NUMBER	REG. NUMBER	REG. DATE
27.	FABULOUS FLIRTS	77808737	4298435	03/05/13
28.	FIERCELY FEMME	85627134	4389215	08/20/13
29.	FLY WHEELS	77583626	3678826	09/08/09
30.	FUNNOODLE	75206975	2107382	10/21/97
31.	FUNTIME STATION	75541686	2433936	03/06/01
32.	GIRL GOURMET	77883841	4403593	09/17/13
33.	GIRL POWER	77591454	4376669	07/30/13
34.	GLOWBLADE	85249098	4564471	07/08/14
35.	GO FLY A KITE	73032623	1031546	01/27/76
36.	GOOP	85365789	4973341	06/07/16
37.	HANGIN' HOOPS	78482589	3069388	03/14/06
38.	HAPPY HAULER	85721527	4800044	08/25/15
39.	HERO PORTAL	86192064	4779989	07/28/15
40.	JAKKS	85151857	4547867	06/10/14
41.	JAKKS	85166555	4675589	01/20/15
42.	JAKKS PACIFIC	78800902	3433001	05/20/08
43.	JAKKS PACIFIC	78800882	3345717	11/27/07
44.	JAKKS PACIFIC	75206284	2267543	08/03/99
45.	KID WOOD	77935095	4289352	02/12/13
46.	KIDS ONLY!	75525992	2386901	09/19/00
47.	LASER CHALLENGE	78210355	2916021	01/04/05
48.	LET'S PLAY!	86060280	4485347	02/18/14
49.	LIGHT HOPPER	76339897	2703964	04/08/03
50.	LOCK	85249016	4564468	07/08/14
51.	MAUI	74096097	1703455	07/28/92
52.	MAUI HOOP	73748157	1558647	09/26/89
53.	MAX TOW	86167912	5291292	09/19/17
54.	MAX TOW TRUCK	86207569	4736431	05/12/15

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55.	MI WORLD	85907965	4675982	01/20/15
56.	MIWORLD	85778254	4692843	02/24/15
57.	MONSTER NOODLE	78563480	4238095	11/06/12
58.	MONSUNO	77685755	4372751	07/23/13
59.	MOOSE MOUNTAIN	75072726	2257445	06/29/99
60.	MOOSE MOUNTAIN TOYMAKERS	77859480	4380458	08/06/13
61.	MOOSE MOUNTAIN TOYMAKERS	75380373	2327648	03/14/00
62.	MXS	75942922	2592445	07/09/02
63.	None (Design only)	76437007	2780891	11/04/03
64.	None (Design only)	75982260	2605447	08/06/02
65.	PAWDOODLES	77668668	3871077	11/02/10
66.	PLASTI-GOOP	74106491	1763736	04/06/96
67.	PLAY ALONG	75685184	2449878	05/08/01
68.	PLUBBER	77747678	3826223	07/27/10
69.	PLUG IT IN & PLAY TV GAMES	85569224	4752210	06/09/15
70.	PLUG IT IN & PLAY TV GAMES	77605142	3719780	12/01/09
71.	PLUG IT IN & PLAY TV GAMES TOUCH	85569237	4365552	07/09/13
72.	POWER CITY	86074092	5503263	06/26/18
73.	POWERTRAINS COLLECT CONNECT EXPAND	85765491	4593513	08/26/14
74.	PRO TUNES	85211351	4392705	08/27/13
75.	PROJECT GLAMWAY	85627051	4564706	07/08/14
76.	PUSH 'N SCOOT	85590712	4397942	09/03/13
77.	QUICKFORCE	85249097	4564470	07/08/14
78.	RAIN	85338776	4309705	03/26/13
79.	REAL CONSTRUCTION	85590684	4457329	12/31/13

	TRADEMARK	SERIAL NUMBER	REG. NUMBER	REG. DATE
80.	REALTECH SPYNET	85450733	4522370	04/29/14
81.	ROAD CHAMPS	73131292	1105221	10/31/78
82.	S.L.U.G. ZOMBIES SCARY LITTLE UGLY GUYS	85404707	4377030	07/30/13
83.	SCATTERBRAINZ	85404555	4463110	01/07/14
84.	SHADOW NINJAS	75659542	2368107	07/18/00
85.	SHOCK RACERS	77658269	3741855	01/26/10
86.	SKINOVATIONS	85627192	4389216	08/20/13
87.	SKY BALL	77520175	3664822	08/04/09
88.	SKY BOUNCER	86082339	4485378	02/18/14
89.	SOUND BEAMS	76237477	2613480	08/27/02
90.	SPY NET	77824325	4560516	07/01/14
91.	STORM	76065325	4420170	10/22/13
92.	SUNNY DAY PLAY	76232721	2614646	09/03/02
93.	SUPER SHOOT OUT	75645386	2640034	10/22/02
94.	SUPER SHOPPER	75906325	2495047	10/02/01
95.	TIME 4 TOYZ	85310397	4576213	07/29/14
96.	TOLLYTOTS	75981549	2576610	06/04/02
97.	TWIZZLER	77321607	3549101	12/23/08
98.	WAVE	76267318	2710638	04/29/03
99.	WAVE HOOP	76224520	2549771	03/19/02
100.	WICKED RIVALRS	77224088	3632094	06/02/09
101.	XPV	78751972	3220821	03/20/07
102.	ZOMBIE GIRLS	85907930	4569441	07/15/14
103.	ZOMBIE GIRLS	85775953	4607393	09/16/14