

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315710

|                                   |                                   |                       |                                     |
|-----------------------------------|-----------------------------------|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                    |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>      | SECURITY INTEREST                 |                       |                                     |
| <b>CONVEYING PARTY DATA</b>       |                                   |                       |                                     |
| <b>Name</b>                       | <b>Formerly</b>                   | <b>Execution Date</b> | <b>Entity Type</b>                  |
| SASSY 14, LLC                     |                                   | 08/29/2014            | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |                                   |                       |                                     |
| <b>Name:</b>                      | NATIONAL BANK OF CANADA           |                       |                                     |
| <b>Street Address:</b>            | 600 de la Gauchetière Street West |                       |                                     |
| <b>Internal Address:</b>          | 4th Floor                         |                       |                                     |
| <b>City:</b>                      | Montreal                          |                       |                                     |
| <b>State/Country:</b>             | QUEBEC                            |                       |                                     |
| <b>Postal Code:</b>               | H3B 4L2                           |                       |                                     |
| <b>Entity Type:</b>               | Bank: CANADA                      |                       |                                     |
| <b>PROPERTY NUMBERS Total: 19</b> |                                   |                       |                                     |
| <b>Property Type</b>              | <b>Number</b>                     | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>       | 4060848                           | GROW UP CUP           |                                     |
| <b>Registration Number:</b>       | 4206294                           |                       |                                     |
| <b>Registration Number:</b>       | 4206293                           | SASSY                 |                                     |
| <b>Registration Number:</b>       | 4543999                           | NON-STERS             |                                     |
| <b>Registration Number:</b>       | 2183971                           | CIRCUS                |                                     |
| <b>Registration Number:</b>       | 2159097                           | POGO                  |                                     |
| <b>Registration Number:</b>       | 3787472                           | SASSY SEAT            |                                     |
| <b>Registration Number:</b>       | 2296588                           | SASSY                 |                                     |
| <b>Registration Number:</b>       | 2752658                           | SASSY                 |                                     |
| <b>Registration Number:</b>       | 3006201                           | SASSY                 |                                     |
| <b>Serial Number:</b>             | 86189834                          | SUPERDUPER SAURUSES   |                                     |
| <b>Serial Number:</b>             | 86189833                          | SUPERDUPER SAURUSES   |                                     |
| <b>Serial Number:</b>             | 86189830                          | STRETCH-A-SAURUS      |                                     |
| <b>Serial Number:</b>             | 86189826                          | STOMP-A-SAURUS        |                                     |
| <b>Serial Number:</b>             | 86189825                          | SLAMMING SAM-A-SAURUS |                                     |
| <b>Serial Number:</b>             | 86189823                          | SHAKE-A-SAURUS        |                                     |
| <b>Serial Number:</b>             | 86189822                          | PEEK-A-DACTYL         |                                     |
| <b>Serial Number:</b>             | 86189820                          | BABBLE-A-SAURUS       |                                     |
| <b>TRADEMARK</b>                  |                                   |                       |                                     |

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| Property Type                                       | Number  | Word Mark |
|---|---|-----------|
| Serial Number:                                      | 86010616  | SASSY     |
| <b>CORRESPONDENCE DATA</b>                          |   |           |
| Fax Number:   | 7168490349  |           |
|   | <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:  | 7168564000  |           |
| Email:  | gsnyder@hodgsonruss.com   |           |
| Correspondent Name:                                 | Hodgson Russ LLP  |           |
| Address Line 1:                                     | 140 Pearl Street, Suite 100   |           |
| Address Line 4:                                     | Buffalo, NEW YORK 14202-4040  |           |
| <b>ATTORNEY DOCKET NUMBER:</b>                      | 037511.00004  |           |
| <b>NAME OF SUBMITTER:</b>                           | George L. Snyder, Jr.   |           |
| <b>SIGNATURE:</b>                                   | /george l snyder jr/  |           |
| <b>DATE SIGNED:</b>                                 | 09/02/2014  |           |
| <b>Total Attachments: 6</b>                         |   |           |
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| source=EXECUTED_IP_GSA_Supplement_Sassy14#page2.tif |   |           |
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| source=EXECUTED_IP_GSA_Supplement_Sassy14#page4.tif |   |           |
| source=EXECUTED_IP_GSA_Supplement_Sassy14#page5.tif |   |           |
| source=EXECUTED_IP_GSA_Supplement_Sassy14#page6.tif |   |           |

**INTELLECTUAL PROPERTY  
GENERAL SECURITY AGREEMENT SUPPLEMENT**

For valuable consideration as further described in the General Security Agreement, dated as of August 29, 2014, between **SASSY 14, LLC**, a Delaware limited liability company. (the "**Grantor**") and **NATIONAL BANK OF CANADA**, a bank organized under the laws of Canada (the "**Lender**") (such General Security Agreement, as amended, amended and restated and supplemented from time to time (the "**Security Agreement**"), the Grantor (with an address of: 2305 Brenton Industrial Park Drive SE, Kentwood, Michigan 49508-1548) and the Lender (with an address of: 600 de la Gauchetière Street West, 4th Floor, Montreal, Quebec H3B 4L2, Canada) agree as follows:

The Grantor acknowledges, reaffirms and ratifies in all respects the Security Agreement as though all provisions thereof were fully set forth in this Agreement, including, but not limited to, the grant by the Grantor of a security interest in all General Intangibles included in the Collateral, as such term is defined in the Security Agreement. All other capitalized terms used herein and not defined herein have the meanings given to such terms in the Security Agreement. This Agreement is a supplement to the Security Agreement.

Without limiting the generality of the foregoing, to secure the payment and other performance of the Secured Obligations, the Grantor grants to the Lender a security interest in, and assigns, pledges and hypothecates to the Lender, all right, title and interest of the Grantor in and to, wherever located, whether now owned or hereafter acquired or now existing or hereafter arising or accruing and whether or not subject to Article 9 of the New York Uniform Commercial Code or described in any schedule heretofore or hereafter delivered to the Lender by the Grantor:

(a) All patents and applications for a patent, including, without limitation, each patent registration and patent registration application referred to in Exhibit A-1 annexed hereto, together with any reissues, continuations, continuations-in-part, divisions, modifications, substitutions or extensions thereof, all inventions disclosed therein, and all invention disclosures related thereto (the "**Patents**");

(b) All copyrights, whether registered or unregistered, and all applications for copyrights, including, without limitation, each copyright registration and copyright registration application referred to in Exhibit A-2 annexed hereto and all renewals and extensions thereof (the "**Copyrights**");

(c) All trademarks, service marks, trade names and trade dress and all trademark, service mark and trade dress registrations and applications for trademark, service mark or trade dress registrations in the United States (except for "intent to use" applications for registration filed pursuant to Section 1(b) of the Lanham Act, to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark under applicable federal law), including without limitation those trademark, service mark and trade dress registrations and registration

applications listed in Exhibit A-3 annexed hereto, and all rights corresponding thereto, together, in each case, with the goodwill of the business connected with the use of, and symbolized by each such trademark, service mark, trade name and trade dress, (the "**Marks**");

(d) all licenses entered into by the Grantor or a predecessor-in-interest to the Grantor with respect to any Patents, Copyrights or Marks, whether as licensor or licensee,

(e) all income, royalties, damages and payments now and hereafter due and/or payable with respect to the General Intangibles (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof),

(f) all causes of action, past, present, or future, related to or arising from the General Intangibles, including, without limitation, all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks, Copyrights, and/or Patents or unfair competition regarding the same; and

(g) all Proceeds of any and all of the foregoing Collateral.

This Agreement shall be governed by and construed and enforced in accordance with the law of the State of New York (including, but not limited to, Sections 5-1401 of the General Obligations Law of the State of New York), and is otherwise subject to the terms of the Security Agreement, including without limitation, Sections 18, 19 and 20 thereof.

Dated August 29, 2014

SASSY 14, LLC

By: 

Name: *Dean F Robinson*

Title: *President*

[Intellectual Property General Security Agreement Supplement. - Signature Page]

**EXHIBIT A-1**

**PATENTS**

| <b>Name or Description of Item</b> | <b>Application/ Registration Number</b> | <b>Date</b> | <b>Status</b> |
|------------------------------------|---|-------------|---------------|
| Integrated Bib/Teether Apparatus   | Patent No. 6209133                      | 10/18/1999  | Owned         |
| Baby Seat                          | App No. 61/943587                       | 2/24/2014   | Owned         |

**Exhibit A-2**

**COPYRIGHTS**

| <b>Name or Description of Item</b> | <b>Application / Registration Number</b> | <b>Date</b> | <b>Status</b> |
|------------------------------------|--|-------------|---------------|
| Go Charm Collection                | VAu001063982                             | 5/4/2011    | Owned         |
| Design Collection                  | VAu1-082-437                             | 10/25/2011  | Owned         |
| Thoroughly Modem Mom               | TX0000087778                             | 7/21/1978   | Owned         |
| Thoroughly Modem Mom               | PA0000038768                             | 6/28/1978   | Owned         |

**EXHIBIT A-3**

**TRADEMARKS**

| <b>Name or Description of Item</b> | <b>Application / Registration Number</b> | <b>Jurisdiction</b> | <b>Date</b> | <b>Status</b>                |
|------------------------------------|--|---------------------|-------------|------------------------------|
| Grow Up Cup                        | Reg. No. 4060848                         | USA                 | 4/16/2010   | Registered Nov. 22, 2011     |
| Ladybug Design                     | Reg. No. 4,206,294                       | USA                 | 8/19/2009   | Registered Sept. 11, 2012    |
| Sassy And Ladybug Design           | Reg. No. 4,206,293                       | USA                 | 8/19/2009   | Registered Sept. 11, 2012    |
| Non-Sters                          | Reg. No. 4,543,999                       | USA                 | 5/2/2012    | Registered June 3, 2014      |
| Circus                             | Reg. No. 2183971                         | USA                 | 7/23/1997   | Registered August 25, 1998   |
| Pogo                               | Reg. No. 2159097                         | USA                 | 7/23/1997   | Registered May 19, 1998      |
| Sassy Seat                         | Reg. No. 3787472                         | USA                 | 10/29/2009  | Registered May 11, 2010      |
| Sassy                              | Reg. No. 2296588                         | USA                 | 8/21/1997   | Registered November 20, 1999 |
| Sassy                              | Reg. No. 2752658                         | USA                 | 10/23/2002  | Registered August 19, 2003   |
| Sassy                              | Reg. No. 3006201                         | USA                 | 10/23/2002  | Registered October 11, 2005  |
| Superduper Sauruses                | App. No. 86/189834                       | USA                 | 2/10/2014   | Pending (ITU)                |
| Superduper Sauruses                | App. No. 86/189833                       | USA                 | 2/11/2014   | Pending (ITU)                |
| Stretch-A-Saurus                   | App. No. 86/189830                       | USA                 | 2/12/2014   | Pending (ITU)                |
| Stomp-A-Saurus                     | App. No. 86/189826                       | USA                 | 2/13/2014   | Pending (ITU)                |
| Slamming Sam-A-Saurus              | App. No. 86/189825                       | USA                 | 2/14/2014   | Pending (ITU)                |
| Shake-A-Saurus                     | App. No. 86/189823                       | USA                 | 2/15/2014   | Pending (ITU)                |
| Peek-A-Dactyl                      | App. No. 86/189822                       | USA                 | 2/16/2014   | Pending (ITU)                |
| Babble-A-Saurus                    | App. No. 86/189820                       | USA                 | 2/17/2014   | Pending (ITU)                |
| Sassy                              | App. No. 86/010616                       | USA                 | 7/15/2013   | Allowed (ITU)                |

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