

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409696

<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>
Imperial Toy LLC		12/13/2016	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The CIT Group/Commercial Services, Inc.		
<b>Street Address:</b>	300 South Grand Avenue		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 71</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1399702	"THE REAL STUFF"	
<b>Serial Number:</b>	77853151	3-D ADVENTURES	
<b>Serial Number:</b>	77840136	3-D BUBBLES	
<b>Serial Number:</b>	77853157	3-D GLAM	
<b>Serial Number:</b>	77853158	3-D TIVITIES	
<b>Serial Number:</b>	77566081	EARTH'S BEST BUBBLES SUPER MIRACLE BUBBL	
<b>Serial Number:</b>	72304735	BRUTE	
<b>Serial Number:</b>	77520601	BUBBLE BELLIE	
<b>Serial Number:</b>	77387038	BUBBLE BELLIES	
<b>Serial Number:</b>	74729022	BUBBLE FACTORY	
<b>Serial Number:</b>	72253946	BUDDY L	
<b>Serial Number:</b>	73226608	BUDDY L	
<b>Serial Number:</b>	77840177	BUDDY L	
<b>Serial Number:</b>	85418806	CHA CHINGS	
<b>Serial Number:</b>	85600314	CLIP-LOAD	
<b>Serial Number:</b>	85397453	COLECTIBLES	
<b>Serial Number:</b>	75421548	CREATURES OF THE WORLD	
<b>Serial Number:</b>	76631732	EVER-BUBBLE BLASTER	
<b>Serial Number:</b>	73688893	FUN IN THE SUN	
<b>TRADEMARK</b>			

CH \$1790.00 1399702

Property Type	Number	Word Mark
Serial Number:	75712806	FUN ZONE
Serial Number:	76622982	GOOGLY
Serial Number:	85325926	GOOGLY
Serial Number:	86083484	GOOGLY TOWN
Serial Number:	77016294	HOPSPLASH
Serial Number:	76629850	HOVER BUBBLE
Serial Number:	75381080	IMPERIAL
Serial Number:	78881683	IMPERIAL
Serial Number:	85008884	KAOS
Serial Number:	74226246	LEGENDS OF THE WILD WEST
Serial Number:	85611450	LUM LUMS
Serial Number:	85611458	LUMINATION
Serial Number:	85719354	LUMINATIONS
Serial Number:	74237594	MIGHTY MACHINES
Serial Number:	72455885	MIRACLE
Serial Number:	75239770	MIRACLE BUBBLES
Serial Number:	85270108	NEMESIS
Serial Number:	77840119	OPTRIX
Serial Number:	85325898	OPTRIX
Serial Number:	85325904	OPTRIX
Serial Number:	75675790	PEBBLE PETS
Serial Number:	74058561	PETITE MISS
Serial Number:	74469578	PETITE PRINCESS
Serial Number:	77025421	RUNWAY PINK
Serial Number:	74248857	SONIC HAULER
Serial Number:	75021696	STAR PATROL
Serial Number:	76451987	STEEL ON WHEELS
Serial Number:	76517857	STRETCHABLE
Serial Number:	74474464	SURE SHOT
Serial Number:	74469579	SURE SHOT
Serial Number:	75847805	SWEET SPOT
Serial Number:	75454224	SWEETHEART TROLLS
Serial Number:	77735107	TEAM TUBEZ
Serial Number:	72330140	TEENY BOUNCERS
Serial Number:	75129142	TOUGHEST TOYS ON WHEELS
Serial Number:	85397459	ZOOMA
Serial Number:	85032272	SMB PREMIUM PLUS
Serial Number:	85032270	SMB

Property Type	Number	Word Mark
Serial Number:	86366105	BUBBLE REFILL STATION
Serial Number:	86136736	FUZZBIES
Serial Number:	86255379	AIR MESH
Serial Number:	86974138	D-LECTABLES
Serial Number:	86974172	D-LITES
Serial Number:	86429206	SUPER MIRACLE BUBBLES
Serial Number:	86890432	TUCSON
Serial Number:	86890436	DURANGO
Serial Number:	87057831	COLOR BOMBS
Serial Number:	86487071	LUMINATION
Serial Number:	87104595	HONUA
Serial Number:	87159944	RIP BALL
Serial Number:	86366137	CUTIE KISS
Serial Number:	85827382	SPLAT-X

**CORRESPONDENCE DATA**

**Fax Number:** 2138960400

*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:** 213-891-5607

**Email:** crachina@buchalter.com

**Correspondent Name:** Corina Rachina

**Address Line 1:** 1000 Wilshire Blvd.

**Address Line 2:** 12th Floor

**Address Line 4:** Los Angeles, CALIFORNIA 90017

<b>NAME OF SUBMITTER:</b>	Corina Rachina
<b>SIGNATURE:</b>	/s/ Corina Rachina
<b>DATE SIGNED:</b>	12/20/2016

**Total Attachments: 28**  
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**GRANT OF SECURITY INTEREST IN  
TRADEMARKS, PATENTS, COPYRIGHTS, AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS, PATENTS, COPYRIGHTS, AND LICENSES (herein, this "Security Agreement") made as of this 13<sup>th</sup> day of December, 2016, by **Imperial Toy LLC**, a California limited liability company, with its principal place of business at 16641 Roscoe Place, North Hills, California 91343 (herein the "Company"), and **The CIT Group/Commercial Services, Inc., a New York corporation**, with offices at 300 South Grand Avenue, Los Angeles, California 90071 (herein "CIT").

**WITNESSETH:**

WHEREAS, the Company and CIT are parties to certain factoring and/or financing arrangements, pursuant to which CIT may make certain loans and advances to the Company, all as further set forth in the factoring, loan and/or security documents executed from time to time by the Company with or in favor of CIT, as all of the same may be amended from time to time (herein collectively, the "Agreement"), which Agreement provides (i) for CIT to purchase, at its discretion certain accounts receivable of the Company and/or make certain loans, advances and extensions of credit, all to or for the benefit and account of the Company, and (ii) for the grant by the Company to CIT, as collateral security therefor, a security interest in certain of the Company's assets, including, without limitation, Intellectual Property Collateral, as more fully set forth herein and in the Agreement;

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Company agrees as follows:

1. **Definitions.** Capitalized terms used herein and defined in the Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.
2. **Grant of Security Interest.** To secure the payment of the "Obligations" (as defined in the Agreement), the Company hereby reaffirms its grant to CIT of a security interest in all of the Company's right, title and interest in and to all of the following described property listed in paragraphs 2(i) – (vii) below, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):
  - (i) Trademarks (whether registered or not), trademark registrations, recordings and/or applications, trade names, trade styles, service marks, domain names, Twitter handles and/or other digital user or identifying term, prints and labels on which any of the foregoing have or may appear, designs, general intangibles pertaining to any of the foregoing throughout the world, including, without limitation, the trademarks, applications, and registrations, if any, listed on **Schedule A** attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, including the right to receive all proceeds therefrom, including without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable in connection therewith including, without limitation, the right to sue or otherwise recover for any past, present or future infringement, dilution, misappropriation, unfair competition, counterfeiting or other violation or impairment thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");

- (ii) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part, throughout the world, including without limitation the patents and applications, if any, listed on **Schedule B**, attached hereto and made a part hereof, including the right to receive all proceeds therefrom, including without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable in connection therewith including, without limitation, the right to sue or otherwise recover for any past, present or future infringement, misappropriation, or other violation or impairment thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");
  - (iii) All copyrights arising under the laws of the United States, any other country or any political subdivision thereof, together with the underlying works of authorship (including titles), whether registered or unregistered and whether published or unpublished (including without limitation, those listed on **Schedule C**), all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating any copyrights, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, including the right to obtain any renewals thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyright Collateral")
  - (iv) All licenses or other rights in which the Company is or becomes licensed to use any patents, trademarks, copyrights and/or other intellectual property rights owned by a third party including, without limitation, the licenses, if any, listed on **Schedule D** attached hereto and made a part hereof, and all license fees and royalties arising from such use to the extent permitted by such license or rights (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");
  - (v) The goodwill of the Company's business connected with and symbolized by the Intellectual Property Collateral;
  - (vi) Any and all of the Company's rights and interests in any of the foregoing as they relate to the Company's accounts, inventory, equipment and general intangibles, or any Collateral bearing any of the foregoing, including without limitation the right to sell inventory, goods and property bearing or covered by any of the foregoing Intellectual Property Collateral; and
  - (vii) All cash and non-cash proceeds, royalties and income of the foregoing, including without limitation any amounts obtained pursuant to any infringement, misappropriation, violation, impairment, insurance, indemnity or warranty.
3. **CIT's Rights.** Upon the occurrence of any Event of Default hereunder, CIT shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. CIT will give the Company reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition

thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of the Company set forth above at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of CIT, upon the occurrence of any Event of Default hereunder, CIT shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by the Company to CIT concurrently with this Security Agreement to enable such rights to be carried out. The Company agrees that, in the event CIT exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from CIT to the Company, the Company shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs an Event of Default under this Security Agreement, the Company shall continue to own and use the Intellectual Property Collateral in the normal course of its business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence of an Event of Default such right will, upon the exercise by CIT of the rights provided by this Security Agreement, be revoked and the right of the Company to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon CIT or its transferee(s) shall be entitled to all of the Company's right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This Security Agreement will not operate to place upon CIT any duty or responsibility to maintain the Intellectual Property Collateral.

4. **Fees.** The Company will pay all fees, costs and expenses, including attorneys' fees, with respect to the security interest created hereby which CIT may deem necessary or advisable in order to perfect and/or maintain the perfection or priority of its security interest in the Intellectual Property Collateral, including, without limitation, all applicable fees, costs and expenses to record this Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office.
5. **Representations and Warranties.** The Company represents and warrants: that the Company lawfully possesses and owns the Intellectual Property Collateral and that except for the security interest granted hereby, the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that the Company has not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof; that the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and that there are no known infringements of the Intellectual Property Collateral. The Company agrees not to take any action inconsistent with the terms and intent hereof, provided that the Company may enter into licensing agreements in the ordinary course of its business on fair and reasonable terms, provided further that no Event of Default (as defined herein below) has occurred and that any such agreement does not adversely affect CIT's rights and interests hereunder. The Company hereby further agrees to provide notice to CIT of any hereafter acquired Intellectual Property Collateral, and such Collateral shall be automatically subject to the terms hereof and Company shall take any such additional action as CIT shall reasonably request with respect thereto. Company authorizes CIT to modify this Security Agreement by amending Schedules A, B, C and D to include any future Trademark Collateral, Patent Collateral, Copyright Collateral and License Collateral covered hereby.

6. **Application of Proceeds.** The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by CIT in connection with such sale and the exercise of CIT' rights and remedies hereunder and under the Agreement; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations due CIT in such order as CIT may elect; and the balance, if any, shall be paid to the Company or as a court of competent jurisdiction may direct. The Company hereby agrees that it shall be liable to CIT for, and shall pay to CIT on demand, any deficiency which may remain after such application of proceeds.
7. **Defense of Claims.** The Company will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of CIT therein. The Company agrees to reimburse CIT for all costs and expenses (including reasonable attorneys' fees) incurred by CIT in defending any such action, claim or proceeding.
8. **Rights Cumulative.** This Security Agreement shall be in addition to the Agreement and shall not be deemed to affect, modify or limit the Agreement or any rights that CIT has under the Agreement. All CIT's rights and remedies with respect to the Intellectual Property Collateral, whether established herein or by the Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. The Company agrees to execute and deliver to CIT (at the Company's expense) any further documentation or papers necessary to carry out the intent or purpose of this Security Agreement including, but not limited to, financing statements under the Uniform Commercial Code.
9. **Construction and Invalidity.** Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted here from, but shall not invalidate the remaining provisions hereof.
10. **JURY TRIAL WAIVER; CHOICE OF LAW. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING DIRECTLY OR INDIRECTLY OUT OF THIS SECURITY AGREEMENT, OR ANY OTHER AGREEMENT OR TRANSACTION BETWEEN THE PARTIES HERETO. NOTWITHSTANDING THE PLACE OF EXECUTION HEREOF, EACH PARTY HERETO AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS SECURITY AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.**

The parties to this Security Agreement prefer that any dispute between or among them be resolved in litigation subject to the above jury trial waiver. If, and only if, a pre-dispute jury trial waiver of the type provided for herein is unenforceable in litigation to resolve any dispute, claim, cause of action or controversy under this Security Agreement or any other document (each, a "Claim") in the venue where the Claim is being brought pursuant to the terms of this Security Agreement, then, upon the written request of any party, such Claim, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding. Except as otherwise provided herein, venue for any such reference proceeding shall be in the state or federal court in the County or District where venue is appropriate under applicable law (the "Court"). The parties shall select a single neutral referee, who shall be a retired state or federal judge. If the parties cannot agree upon a referee within 30 days, the Court shall appoint the referee. The referee shall report a statement of decision to the Court. Notwithstanding the foregoing, nothing in this paragraph



shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral or obtain provisional remedies (including without limitation, requests for temporary restraining orders, preliminary injunctions, writs of possession, writs of attachment, appointment of a receiver, or any orders that a court may issue to preserve the status quo, to prevent irreparable injury or to allow a party to enforce its liens and security interests). The parties shall bear the fees and expenses of the referee equally unless the referee orders otherwise. The referee also shall determine all issues relating to the applicability, interpretation, and enforceability of this section. The parties acknowledge that any Claim determined by reference pursuant to this section shall not be adjudicated by a jury.

11. **Events of Default.** Any of the following constitutes an “Event of Default” under this Security Agreement:
  - (i) The Company fails to perform or observe any agreement, covenant or condition required under this Security Agreement;
  - (ii) Any warranty or representation made by Company, in this Security Agreement shall be or becomes false or misleading in any material respect; or
  - (iii) The occurrence of any Event of Default under the Agreement which is not waived in writing by CIT.
  
12. **Notices.** The Company covenants and agrees that, with respect to the Intellectual Property Collateral, it will give CIT written notice at the address set forth above of:
  - (i) any claim by a third party that the Company has infringed on the rights of a third party;
  - (ii) any suspected infringement by a third party on the rights of the Company; or
  - (iii) any Intellectual Property Collateral created, arising or acquired by the Company after the date hereof.
  
13. **Further Assurances.** The Company will take any such action as CIT may reasonably require to further confirm or protect CIT’S rights under this Security Agreement in the Intellectual Property Collateral. In furtherance thereof, the Company hereby grants to CIT a power of attorney coupled with an interest which shall be irrevocable during the term of this Security Agreement to execute any documentation or take any action in the Company’s behalf required to effectuate the terms, provisions and conditions of this Security Agreement.
  
14. **Termination.** This Security Agreement shall terminate upon termination of the Agreement and full, final and indefeasible payment in cash of all Obligations of the Company thereunder. Upon the Company’s request, CIT shall within a reasonable time after any such termination execute and deliver to the Company (at the Company’s expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.
  
15. **Assignment.** This Security Agreement binds and benefits each of us and our respective successors and assigns; provided, however, that the Company may not assign this Security Agreement or its rights hereunder without CIT’s prior written consent. The Company agrees that CIT may, without notifying the Company, sell, assign or transfer CIT’s rights and


obligations under this Security Agreement, including, without limitation, CIT's rights and obligations with respect to the Intellectual Property Collateral.

16. **Miscellaneous. This Security Agreement, together with the Agreement constitutes the entire agreement of the Company and CIT with respect to the subject matter hereof and supersedes and prior agreements or understandings.** This Security Agreement can be changed only by a writing signed by both the Company and CIT (except as stated in paragraph 5 above) and CIT's failure or delay in exercising any of its rights hereunder will not constitute a waiver thereof, unless such waiver is in writing and signed by CIT, or bar CIT from exercising any of its rights at any time. No course of dealing between the Company and CIT shall change or modify this Security Agreement. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of the date first above written.

IMPERIAL TOY LLC,  
a California limited liability company

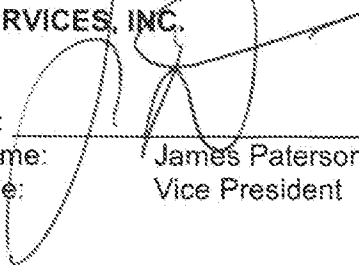
By:   
Name: Peter Nger  
Title: Co-Chief Executive Officer

[Signatures continue on next page.]

Grant of Security Interest in  
Trademarks, Patents, Copyrights, and Licenses

Agreed and Accepted:

**THE CIT GROUP/COMMERCIAL  
SERVICES, INC.**

By:   
Name: James Paterson  
Title: Vice President

Grant of Security Interest in  
Trademarks, Patents, Copyrights, and Licenses

**TRADEMARK**  
**REEL: 005949 FRAME: 0304**

IRREVOCABLE POWER OF ATTORNEY

Imperial Toy LLC, a California limited liability company, with offices at 16641 Roscoe Place, North Hills, CA 91343 (hereinafter referred to as the "Company"), hereby grants to The CIT Group/Commercial Services, Inc., a New York corporation, with offices at 300 South Grand Avenue, Los Angeles, California 90071 (hereinafter referred to as "CIT"), the exclusive Irrevocable Power of Attorney to transfer to CIT or to any designee of CIT all Intellectual Property Collateral listed on the Schedules attached to the Grant of Security Interest in Trademarks, Patents, Copyrights, and Licenses (the "Security Agreement"), dated as of the date hereof, or modified Schedules to include future Intellectual Property Collateral, between the Company and CIT including, without limitation, all patents, patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part, throughout the world, trademarks, trademark applications and/or registrations, service marks, domain names and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of the Company to CIT are outstanding under the Agreement (as defined in the Security Agreement).

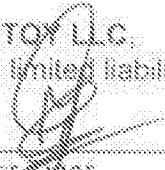
2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove.

3. The Power of Attorney granted herein shall only be exercisable by CIT after the occurrence of an Event of Default under the Security Agreement; and

4. CIT shall give the Company ten (10) days prior written notice of the exercise of this power, and the waiver by CIT of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of CIT. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

IN WITNESS WHEREOF, the Company has caused this Power of Attorney to be executed as of the 5 day of December, 2016.

IMPERIAL TOY LLC,  
a California limited liability company

By:   
Name: Peter Tiger  
Title: Co-Chief Executive Officer

[signature must be notarized]

Irrevocable Power Of Attorney

**TRADEMARK**  
**REEL: 005949 FRAME: 0305**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT


State of California)  
County of Los Angeles

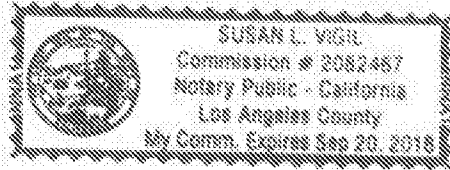
On 12/5/16 before me, Susan L Vigil  
personally appeared Peter Tiger

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**SCHEDULE A TO GRANT OF SECURITY INTEREST IN  
TRADEMARKS, PATENTS, COPYRIGHTS, AND LICENSES**

Between

**IMPERIAL TOY LLC**

and

**THE CIT GROUP/COMMERCIAL SERVICES, INC.**

**FEDERAL U.S. TRADEMARKS**

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
"THE REAL STUFF"	73569366	11/19/1985
	/	/
	1399702	07/01/1986
"3-D ADVENTURES"	77853151	10/20/2009
	/	/
	4088386	01/17/2012
"3-D BUBBLES"	77840136	10/02/2009
	/	/
	3995324	07/12/2011
"3-D GLAM"	77853157	10/20/2009
	/	/
	3975315	06/07/2011
"3-DTIVITIES"	77853158	10/20/2009
	/	/
	3962661	05/17/2011
"EARTH'S BEST BUBBLES SUPER MIRACLE BUBBLES"	77566081	09/09/2008
	/	/
	3820138	07/20/2010
"BRUTE"	72304735	08/09/1968
	/	/
	866228	03/11/1969
"BUBBLE BELLIE"	77520601	07/11/2008
	/	/
	3778861	04/20/2010

Schedule A

1

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
"BUBBLE BELLIES"	77387038	02/01/2008
	/	/
"BUBBLE FACTORY"	3601146	04/07/2009
	74729022	09/14/1995
"BUDDY L"	/	/
	2354280	06/06/2000
"BUDDY L"	72253946	09/07/1966
	/	/
"BUDDY L"	826380	03/28/1967
	73226608	08/08/1979
"BUDDY L"	/	/
	1189450	02/09/1982
"BUDDY L"	77840177	10/02/2009
	/	/
"CHA CHINGS"	4283280	01/29/2013
	85418806	09/09/2011
"CLIP-LOAD"	/	/
	4350860	06/11/2013
"CLIP-LOAD"	85600314	04/17/2012
	/	/
"COOLECTABLES"	4378501	08/06/2013
	85397453	08/14/2011
"CREATURES OF THE WORLD"	/	/
	4407555	09/24/2013
"EVER-BUBBLE BLASTER"	75421548	01/22/1998
	/	/
"FUN IN THE SUN"	2218923	01/19/1999
	76631732	02/22/2005
"FUN IN THE SUN"	/	/
	3152553	10/10/2006
"FUN IN THE SUN"	73688893	10/09/1987
	/	/
	1492380	06/14/1988



<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
"FUN ZONE"	75712806	05/24/1999
	/	/
	2531157	01/22/2002
"GOOGLY"	76622982	12/02/2004
	/	/
	3265527	07/17/2007
"GOOGLY"	85325926	05/20/2011
	/	/
	4851488	11/10/2015
"GOOGLY TOWN"	86083484	10/04/2013
"HOPSPLASH"	77016294	10/06/2006
	/	/
	3493147	08/26/2008
"HOVER BUBBLE"	76629850	01/31/2005
	/	/
	3354711	12/18/2007
"IMPERIAL"	75381080	10/24/1997
	/	/
	2273554	08/31/1999
"IMPERIAL"	78881683	05/11/2006
	/	/
	3826521	07/27/2010
"KAOS"	85008884	04/07/2010
	/	/
	4268611	01/01/2013
"LEGENDS OF THE WILD WEST"	74226246	11/29/1991
	/	/
	1883035	03/07/1995
"LUM LUMS"	85611450	04/29/2012

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
"LUMINATION"	85611458	04/30/2012
"LUMINATIONS"	85719354	09/03/2012
"MIGHTY MACHINES"	74237594 / 1791037	01/14/1992 / 08/31/1993
"MIRACLE"	72455885 / 996975	04/27/1973 / 10/29/1974
"MIRACLE BUBBLES"	75239770 / 2138766	02/07/1997 / 02/24/1998
"NEMESIS"	85270108 / 4137748	03/17/2011 / 05/08/2012
"OPTRIX"	77840119 / 3951724	10/02/2009 / 04/26/2011
"OPTRIX"	85325898 / 4354489	05/20/2011 / 06/18/2013
"OPTRIX"	85325904 / 4354490	05/20/2011 / 06/18/2013
"PEBBLE PETS"	75675790 / 2401496	04/05/1999 / 11/07/2000
"PETITE MISS"	74058561 / 1638511	05/14/1990 / 03/19/1991

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
"PETITE PRINCESS"	74469578	12/14/1993
	/	/
	1926559	10/10/1995
"RUNWAY PINK"	77025421	10/19/2006
	/	/
	3415048	04/22/2008
"SONIC HAULER"	74248857	02/24/1992
	/	/
	1725951	10/20/1992
"STAR PATROL"	75021696	11/17/1995
	/	/
	2049983	04/01/1997
"STEEL ON WHEELS"	76451987	09/23/2002
	/	/
	2946454	05/03/2005
"STRETCHABLE"	76517857	05/09/2003
	/	/
	2857556	06/29/2004
"SURE SHOT"	74474464	12/22/1993
	/	/
	1908634	08/01/1995
"SURE SHOT"	74469579	12/14/1993
	/	/
	1960802	03/05/1996
"SWEET SPOT"	75847805	11/12/1999
	/	/
	2472345	07/24/2001
"SWEETHEART TROLLS"	75454224	03/20/1998
	/	/
	2286659	10/12/1999
"TEAM TUBEZ"	77735107	05/12/2009
	/	/
	3721935	12/08/2009

Schedule A

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**TRADEMARK**  
**REEL: 005949 FRAME: 0311**

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
"TEENY BOUNCERS"	72330140	06/16/1969
	/	/
	916207	07/13/1971
"TOUGHEST TOYS ON WHEELS"	75129142	07/02/1996
	/	/
	2097159	09/16/1997
"ZOOMA"	85397459	08/14/2011
	/	/
	4804312	09/01/2015
"SMB PREMIUM PLUS"	85032272	05/06/2010
	/	/
	4286459	02/05/2013
"SMB"	85032270	05/06/2010
	/	/
	4286458	05/03/2011
"BUBBLE REFILL STATION"	86366105	08/13/2014
	/	/
	4915446	03/08/2016
"FUZZBIES"	86136736	12/06/2013
	/	/
	4867582	12/08/2015

TRADEMARK APPLICATIONS (with Application numbers)

<b>Trademark</b>	<b>App. No.</b>	<b>App. Date</b>
"AIR MESH"	86255379	04/17/2014
"D-LECTABLES"	86974138	04/13/2016
"D-LITES"	86974172	04/13/2016
"SUPER MIRACLE BUBBLES"	86429206	10/20/2014
"TUCSON"	86890432	01/28/2016

<b>Trademark</b>	<b>App. No.</b>	<b>App. Date</b>
"DURANGO"	86890436	01/28/2016
"COLOR BOMBS"	87057831	06/02/2016
"LUMINATION"	86487071	12/19/2014
"LUM LUMS"	85611450	04/29/2012
"LUMINATION"	85611458	04/30/2012
"LUMINATIONS"	85719354	09/03/2012
"HONUA"	87104595	07/14/2016
"RIP BALL"	87159944	09/02/2016
"CUTIE KISS"	86366137	08/13/2014
"SPLATX"	85827382	01/18/2013

**SCHEDULE B TO GRANT OF SECURITY INTEREST IN  
TRADEMARKS, PATENTS, COPYRIGHTS, AND LICENSES**

Between

**IMPERIAL TOY LLC**

and

**THE CIT GROUP/COMMERCIAL SERVICES, INC.**

**FEDERAL U.S. PATENTS**

<b>Patent</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
PADDLE BALL	29239954	10/06/2005
	/	/
	D537483	02/27/2007
BUBBLE BOTTLE	29224500	08/26/2005
	/	/
	D556591	02/15/2006
BUBBLE SOLUTION BOTTLE	29379640	11/22/2010
	/	/
	D665671	08/21/2012
CLEAR BELLY FOR AN ANIMAL SHAPED TOY	29325796	10/06/2008
	/	/
	D608847	01/26/2010
CLEAR BELLY FOR AN ANIMAL SHAPED TOY	11473942	06/23/2006
	/	/
	7470165	12/30/2008
BUBBLE MAKER	12344136	12/24/2008
	/	/
	7909673	03/22/2011
COW SHAPED BUBBLE BLOWER	29289320	07/16/2007
	/	/
	D637240	05/03/2011

Schedule B

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<b>Patent</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
DINOSAUR SHAPED BUBBLE BLOWER	29289322 / D640752	07/16/2007 / 06/28/2011
DOG SHAPED BUBBLE BLOWER	29270817 / D630258	01/03/2007 / 01/04/2011
RAT THROWING DISC	29271711 / D576689	01/24/2007 / 09/09/2008
THROWING DISC	29239955 / D524877	10/06/2005 / 07/11/2006
YOYO	29239941 / D524878	10/16/2005 / 07/11/2006
PIG SHAPED BUBBLE BLOWER	29289328 / D640753	07/16/2007 / 06/28/2011
PROJECTILE LAUNCHING DEVICE	13343660 / 8960172	01/04/2012 / 02/24/2015
ANIMAL SHAPED PUNCH TOY	11491430 / 8262430	07/21/2006 / 09/11/2012
CHEMILUMINESCENT SYSTEM	13998715 / 9109156	11/26/2013 / 08/18/2015
HOLOGRAPHIC BUBBLE GENERATING SYSTEM	12898539 / 8654422	10/05/2010 / 02/18/2014
HOLOGRAPHIC BUBBLE GENERATING SYSTEM	14183464 / /	02/18/2014 / /

Schedule B

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BN 25746537v2

**TRADEMARK**  
**REEL: 005949 FRAME: 0315**

Patent	Reg. No.	Reg. Date
LAUNCHABLE PROJECTILES AND LAUNCHERS FOR THE SAME	13842870	09/23/2013
	/	/
	9022012	05/05/2015
SYSTEM AND METHOD FOR GENERATING A THREE-DIMENSIONAL IMAGE ON A PRE-PRINTED LINED SUBSTRATE	12730134	03/23/2010
	/	/
	9069243	06/30/2015
TOY SHOTGUN	11772611	07/02/2007
	/	/
	7789729	09/07/2010
PORTION OF A CONTAINER	D296969	10/31/2007
	/	/
	D600290	09/15/2009
TOY COIN BANK WITH AUDIO SIGNAL	08617294	03/18/1996
	/	/
	5697828	12/16/1997
CLIP LOAD DART GUN	07871640	04/21/1992
	/	/
	D346837	05/10/1994
MOTORIZED BUBBLE MAKING AND PROPELLING TOY GUN WITH LATERAL WIPER	08541309	10/10/1995
	/	/
	5613890	03/25/1997
PROJECTILE DISCHARGE APPARATUS	08778059	11/01/1996
	/	/
	RE37616	04/02/2002
PROJECTILE LAUNCHING APPARATUS	08657825	06/03/1996
	/	/
	5680853	10/28/1997
BUBBLE MAKING TOY CONTAINER	29113610	11/08/1999
	/	/
	D428067	07/11/2000
BUBBLE PRODUCING TOY	08391104	02/21/1995
	/	/
	5498191	03/12/1996

Schedule B

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BN 25746537v2

**TRADEMARK**  
**REEL: 005949 FRAME: 0316**



<b>Patent</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
AIRGUN WITH ROTARY ACTUATOR	08388399	02/14/1995
	/	/
	5660159	08/26/1997

PATENT APPLICATIONS (with Application numbers)

<b>Patent</b>	<b>App. No.</b>	<b>App. Date</b>
PROJECTILE LAUNCHING DEVICE	14630555	02/24/2015
CHEMILUMINESCENT SYSTEM	13374508	12/30/2011
CHEMILUMINESCENT SYSTEM	14829618	08/18/2015
INTERACTIVE TOY FIGURINE	13630575	09/28/2012
LAUNCHABLE PROJECTILES AND LAUNCHERS FOR THE SAME	14704806	05/05/2015
DEVICE FOR DISPENSING CHEMILUMINESCENT SOLUTION (Glow Marker)	62233227	09/25/2015
PROJECTILE LAUNCHERS	14628194	02/20/2015
PROJECTILE LAUNCHING DEVICE	14630555	02/24/2015
CHEMILUMINESCENT SYSTEM	14829618	08/18/2015
INTERACTIVE TOY FIGURINE	13630575	09/28/2012
LAUNCHABLE PROJECTILES AND LAUNCHERS FOR THE SAME	14704806	05/05/2015
DEFRACTION TOY SYSTEM	12898561	10/05/2010
SYSTEM AND METHOD FOR CREATING A THREE-DIMENSIONAL VIRTUAL ENVIRONMENT	12898545	10/05/2010
SPILL RESISTANT CONTAINER AND TOY	11932475	10/31/2007
INFLATABLE SELF-SEALING TOY	11234569	09/22/2005

**SCHEDULE C TO GRANT OF SECURITY INTEREST IN  
TRADEMARKS, PATENTS, COPYRIGHTS, AND LICENSES**

Between

**IMPERIAL TOY LLC**

and

**THE CIT GROUP/COMMERCIAL SERVICES, INC.**

**FEDERAL U.S. COPYRIGHTS**

<b>No.</b>	<b>Copyright - Reg. No.</b>
1.	Life-Like Punch Ball Critter – Dragon; Reg. VA0001683430
2.	Life-Like Punch Ball Critter – Elephant. VA0001683343
3.	Life-Like Punch Ball Critter - Frog. VA0001683336
4.	Life-Like Punch Ball Critter - Iguana. VA0001683425
5.	Life-Like Punch Ball Critter - Lion. VA0001683428
6.	Life-Like Punch Ball Critter - Monkey. VA0001683422
7.	Life-Like Punch Ball Critter - Monkey. VA0001685060
8.	Life-Like Punch Ball Critter - Mouse. VA0001683424
9.	Life-Like Punch Ball Critter - Pig. VA0001683411
10.	Life-Like Wildin' Out Punch Ball. VA0001685065
11.	Miniature toy round dinner plate; Reg. VA32397
12.	Miniature toy soup tureen.; Reg. VA32400.
13.	Two headed dragon fantasy creature; Reg. VA131110.
14.	Miniature toy round dinner plate. Miniature toy standing punch bowl.; Reg. VA32398.
15.	Miniature toy tea pot and cover.; Reg. VA32399.
16.	Miniature toy water pitcher.; Reg. VA32401.
17.	Happy cuties fun stickers age 4 and up no. 8006.; Reg. VA64735.
18.	Miniature toy coffee pot and cover.; Reg. VA32403.
19.	Miniature toy oval serving standing serving tray.; Reg. VA32407.
20.	Miniature toy oval serving tray with handles.; Reg. VA32395.
21.	Miniature toy oval serving tray without handles.; Reg. VA32406.
22.	Miniature toy rectangular serving tray.; Reg. VA32402.
23.	Miniature toy rectangular serving tray and cover.; Reg. VA32405.
24.	Happy cuties fun stickers age 4 and up no. 8006.; Reg. VA65874.
25.	Dragon fantasy creature.; Reg. VA131111.
26.	Flying horse fantasy creature.; Reg. VA131110.
27.	Chains, charms, 'n' things.; Reg. VA206087.
28.	Chains, charms, 'n' things.; Reg. VA207166.
29.	Crawling toy; This title is Also Known As Wack-robot; Reg. VA267803.
30.	Crawling toy.; Reg. VA297089.
31.	Rosie and the Rockers no. 7776.; Reg. VAu170858.
32.	Fun flavors scented lipgloss, no.7020A.; Reg. VA489024.
33.	Fun flavors scented lipgloss, no.7020A.; Reg. VA491120.

Schedule C

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<b>No.</b>	<b>Copyright - Reg. No.</b>
34.	Petite Miss California Collection cosmetic set, no. 7017A.; Reg. VA523472.
35.	Petite Miss California Collection cosmetic set, no. 7018A.; Reg. VA523471.
36.	Petite Miss fun flavors scented lipgloss, no. 7020C.; Reg. VA513469.
37.	Petite Miss fun flavors scented lipgloss, no. 7070D.; Reg. VA523470.
38.	Tacky wacky wall rollers.; Reg. VA461768.
39.	Tacky wacky wall rollers.; Reg. VA499668.
40.	Fun flavors scented lip gloss.; Reg. VA522875.
41.	Fun flavors scented lip gloss.; Reg. VA522876.
42.	Master marksman.; Reg. VA495096.
43.	Miniature toy standing platter and cover.; Reg. VA32396.
44.	Imperial friendly pebble pet rosary the lion.; Reg. VA854633.
45.	Imperial friendly pebble pet shelly the turtle.; Reg. VA854632.
46.	Imperial friendly pebble pet tux the penguin.; Reg. VA854631.
47.	Imperial friendly pebble pet Goldie, the goldfish.; Reg. VA854669.
48.	Imperial friendly pebble pet bubbles the whale.; Reg. VA854630.
49.	Imperial friendly pebble pet claws the lobster.; Reg. VA854636.
50.	Imperial friendly pebble pet Fin the dolphin.; Reg. VA854634.
51.	Imperial friendly pebble pet Freddie the frog.; Reg. VA854637.
52.	Imperial friendly pebble pet Fritz the Dachshund.; Reg. VA854638.
53.	Imperial friendly pebble pet Mr. Beaks the Toucan.; Reg. VA854635.
54.	Petite Miss nail designer kit, no. 7044.; Reg. VA804789.
55.	Life-like punch ball critter - mouse.; Reg. VA1683424.
56.	Life-like punch ball critter - pig.; Reg. VA1683411.
57.	Life-like wildin' out punch ball.; Reg. VA1685065.
58.	Punch ball creature A.; Reg. VA1683341.
59.	Punch ball creature B.; Reg. VA1683327
60.	Punch ball creature C.; Reg. VA1683440
61.	Punch ball creature D.; Reg. VA1683321
62.	Life-like punch ball critter - dragon.; Reg. VA1683430
63.	Life-life punch ball critter - iguana.; Reg. VA1683425
64.	Miniature toy tea pot and cover; Reg. VA32399
65.	Miniature toy round dinner plate & 60 other titles.; Reg. VA32397
66.	Miniature toy standing platter & cover.; Reg. VA32396
67.	Tacky wacky wall rollers.; Reg. VA461768
68.	Two headed dragon fantasy creature.; Reg. VA131110
69.	Miniature toy round dinner plate; Reg. VA32397
70.	Tacky wacky wall rollers.; Reg. VA499668
71.	Petite Miss nail designer kit, no. 7075.; Reg. VA786677
72.	Life-like punch ball critter - elephant.; Reg. VA1683343
73.	Like-life punch ball critter - frog.; Reg. VA1683336
74.	Life-like punch ball critter - lion.; Reg. VA1683428
75.	Life-like punch ball critter - monkey.; Reg. VA1683422
76.	Like-life punch ball critter - monkey.; Reg. VA1685060
77.	OPPO.; Reg. VAu1062010
78.	Miniature toy round dinner plate
79.	Miniature toy round serving tray; Reg. VA0000032404
80.	Life-like punch ball critter monkey; Reg. VA0001683422
81.	Miniature toy soup tureen; Reg. VA0000032400

Schedule C

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<b>No.</b>	<b>Copyright - Reg. No.</b>
82.	Miniature toy standing platter & cover; Reg. VA0000032396
83.	Miniature toy standing punch bowl; Reg. VA0000032398
84.	Miniature toy tea pot and cover; Reg. VA0000032399
85.	Miniature toy water pitcher; Reg. VA0000032401
86.	Happy cuties fun stickers: age 4 and up: no. 8006; Reg. VA0000064735
87.	Miniature toy coffee pot and cover; Reg. VA0000032403
88.	Miniature toy oval serving standing serving tray; Reg. VA0000032407.
89.	Miniature toy oval serving tray with handles; Reg. VA0000032395.
90.	Miniature toy oval serving tray without handles; Reg. VA0000032406.
91.	Miniature toy rectangular serving tray; Reg. VA0000032402.
92.	Miniature toy rectangular serving tray and cover; Reg. VA0000032405.
93.	Happy cuties fun stickers: age 4 and up, no. 8006; Reg. VA0000065874.
94.	Dragon fantasy creature; Reg. VA0000131111
95.	Flying horse fantasy creature; Reg. VA0000131112.
96.	Two headed dragon fantasy creature; Reg. VA0000131110.
97.	Charms, charms, 'n' things; Reg. VA0000206087.
98.	Charms, charms, 'n' things; Reg. VA0000207166.
99.	Crawling toy: a.k.a Wack-robot; Reg. VA0000267803.
100.	Crawling toy.; Reg. VA0000297089.
101.	Rosie and the rockers: no. 7776; Reg. VAu0000170858.
102.	Fun flavors scented lipgloss: no. 7020A; Reg. VA0000489024.
103.	Fun flavors scented lipgloss: no. 7020A; Reg. VA0000491120.
104.	Petite Miss California collection cosmetic set: no. 7017A; Reg. VA0000523472.
105.	Petite Miss California collection cosmetic set: no. 7018A; Reg. VA0000523471.
106.	Petite Miss fun flavors scented lipgloss: no. 7020C; Reg. VA0000523469.
107.	Petite Miss fun flavors scented lipgloss: no. 7020D; Reg. VA0000523470.
108.	Tacky wacky wall rollers; Reg. VA0000461768.
109.	Tacky wacky wall rollers; Reg. VA0000499668.
110.	Fun flavors scented lip gloss; Reg. VA0000522875.
111.	Fun flavors scented lip gloss; Reg. VA0000522876.
112.	Master marksman; Reg. VA0000495096.
113.	Petite Miss nail designer kit: no. 7075; Reg. VA0000786677.
114.	Imperial friendly pebble pet roary the lion; Reg. VA0000854633.
115.	Imperial friendly pebble pet Shelly the turtle; Reg. VA0000854632.
116.	Imperial friendly pebble pet tux the penguin; Reg. VA0000854631.
117.	Imperial friendly pebble pet Goldie, the goldfish; Reg. VA0000854669.
118.	Imperial friendly pebble pet Bubbles the whale; Reg. VA0000854630.
119.	Imperial friendly pebble pet Claws the lobster; Reg. VA0000854636.
120.	Imperial friendly pebble pet Fin the dolphin; Reg. VA0000854634.
121.	Imperial friendly pebble pet Freddie the frog; Reg. VA0000854637.
122.	Imperial friendly pebble pet Fritz the Dachshund; Reg. VA0000854638.
123.	Imperial friendly pebble pet Mr. Beaks the toucan; Reg. VA0000854635.
124.	Petite Miss nail designer kit: no. 7044; Reg. VA0000804789.
125.	Life-like punch ball critter-mouse; Reg. VA00001683424.
126.	Life-like punch ball critter-Pig; Reg. VA00001683411.
127.	Life-like wildin' out punch ball; Reg. VA00001685065.
128.	Punch ball creature A; Reg. VA00001683341.
129.	Punch ball creature B; Reg. VA00001683327.

Schedule C

<b>No.</b>	<b>Copyright - Reg. No.</b>
130.	Punch ball creature C; Reg. VA00001683440.
131.	Punch ball creature D; Reg. VA00001683321.
132.	Life-like punch ball critter-Dragon; Reg. VA00001683430.
133.	Life-like punch ball critter-elephant; Reg. VA00001683343.
134.	Life-like punch ball critter-frog; Reg. VA00001683336.
135.	Life-like punch ball critter-Iguana; Reg. VA00001683425.
136.	Life-like punch ball critter-lion; Reg. VA00001683428.
137.	Life-like punch ball critter-monkey; Reg. VA00001685060.
138.	OPPO; Reg. VAu0001062010.
139.	Super miracle bubble bottle.
140.	OPPO; Reg. VAu001062010
141.	OPPO. VAu1062010
142.	Petite miss nail designer kit: no. 7044 & 47 other titles.
143.	Imperial friendly pebble pet Goldie, the goldfish. VA 854-669 (1997)
144.	Imperial friendly pebble pet Fritz the dachshud. VA 854-638 (1997)
145.	Imperial friendly pebble pet Freddie the frog. VA 854-637 (1997)
146.	Imperial friendly pebble pet Claws the lobster. VA 854-636 (1997)
147.	Imperial friendly pebble pet Mr. Beaks the toucan. VA 854-635 (1997)
148.	Imperial friendly pebble pet Fin the dolphin. VA 854-634 (1997)
149.	Imperial friendly pebble pet Roary the lion. VA 854-633 (1997)
150.	Imperial friendly pebble Pet Shelly the turtle. VA 854-632 (1997)
151.	Imperial friendly pebble pet Tux the penguin. VA 854-631 (1997)
152.	Imperial friendly pebble pet Bubbles the whale. VA 854-630 (1997)
153.	Petite miss nail designer kit: no. 7075. VA 786-677 (1997)
154.	Master marksman. VA 495-096 (1992)
155.	Fun flavors scented lip gloss. VA 522-876 (1992)
156.	Fun flavors scented lip gloss. VA 522-875 (1992)
157.	Petite Miss California collection cosmetic set: no. 7017A. VA 523-472 (1992)
158.	Petite Miss California collection cosmetic set: no. 7018A. VA 523-471 (1992)
159.	Petite miss fun flavors scented lip gloss: no. 7020D. VA 523-470 (1992)
160.	Petite miss fun flavors scented lip gloss: no. 7020C. VA 523-469 (1992)
161.	Fun flavors scented lip gloss: no. 7020A. VA 491-120 (1992)
162.	Fun flavors scented lip gloss: no. 7020A. VA 489-024 (1992)
163.	Tacky wacky wall rollers. VA 461-768 (1991)
164.	Tacky wacky wall rollers. VA 499-668 (1991)
165.	Rosie and the rockers: no. 7776. VAu 170-858 (1989)
166.	Crawling toy. VA 297-089 (1987)
167.	Crawling toy : a.k.a Wack-robot. VA 267-803 (1987)
168.	Chains, charms 'n' things. VA 207-166 (1985)
169.	Chains, charms, 'n' things. VA 206-087 (1985)
170.	Flying horse fantasy creature. VA 131-112 (1983)
171.	Dragon fantasy creature. VA 131-111 (1983)
172.	Two headed dragon fantasy creature. VA 131-110 (1983)
173.	Happy cuties fun stickers: age 4 and up, no. 8006. VA 65-874 (1980)
174.	Happy cuties fun stickers: age 4 and up, no. 8006. VA 64-735 (1980)
175.	Miniature toy oval serving standing serving tray. VA 32-407 (1979)
176.	Miniature toy oval serving tray without handles. VA 32-406 (1979)
177.	Miniature toy rectangular serving tray and cover. VA 32-405 (1979)

Schedule C

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<b>No.</b>	<b>Copyright - Reg. No.</b>
178.	Miniature toy round serving tray. VA 32-404 (1979)
179.	Miniature toy coffee pot and cover. VA 32-403 (1979)
180.	Miniature toy rectangular serving tray. VA 32-402 (1979)
181.	Miniature toy water pitcher. VA 32-401 (1979)
182.	Miniature toy soup tureen. VA 32-400 (1979)
183.	Miniature toy tea pot and cover. VA 32-399 (1979)
184.	Miniature toy standing punch bowl. VA 32-398 (1979)
185.	Miniature toy round dinner plate. VA 32-397 (1979)
186.	Miniature toy standing platter & cover. VA 32-396 (1979)
187.	Miniature toy oval serving tray with handles. VA 32-395 (1979)
188.	Super miracle bubble bottle.
189.	Punch Ball Creature A; VA0001683341
190.	Punch Ball Creature B. VA0001683327
191.	Punch Ball Creature C. VA0001683440
192.	Punch Ball Creature D. VA0001683321
193.	Punch ball creature placard VA 1-685-065
194.	Punch ball critter placard. VA 1-685-060.
195.	Punch ball creature C. VA 1-683-440.
196.	Punch ball critter-dragon. VA 1-683-430.
197.	Punch ball critter - lion. VA 1-683-428.
198.	Punch ball critter - Iguana. VA 1-683-425.
199.	Punch ball critter - mouse. VA 1-683-424.
200.	Punch ball critter - monkey. VA 1-683-422.
201.	Punch ball critter - pig. VA 1-683-411.
202.	Punch ball critter - elephant. VA 1-683-343.
203.	Punch ball creature A. VA 1-683-341.
204.	Punch ball critter - frog. VA 1-683-336.
205.	Punch ball creature B. VA 1-683-327.
206.	Punch ball creature D. VA 1-683-321.
207.	Petite miss nail designer kit: no. 7044. VA 804-789
208.	Punch ball critter placard. VA 1-685-060.
209.	Imperial Friendly Pebble Pet Goldie, the goldfish VA0000854669
210.	Chains, charms, 'n' things VA0000206087
211.	Chains, charms 'n' things VA0000207166
212.	Crawling toy : a.k.a. Wack-robot VA0000267803
213.	Crawling toy : a.k.a. Wack-robot / VA 267-803 V2308P060
214.	Crawling toy. By Imperial Toy Corporation VA0000297089
215.	Dragon fantasy creature VA0000131111
216.	Flying horse fantasy creature VA0000131112
217.	Fun Flavors; product packaging / VA 489-024 & VA 491-120 (1992) V2768P040
218.	Fun Flavors scented lip gloss. By Imperial Toy Corporation VA0000522875
219.	Fun Flavors scented lip gloss. By Imperial Toy Corporation VA0000522875
220.	Fun Flavors scented lipgloss : no. 7020A VA0000489024
221.	Fun Flavors scented lipgloss : no. 7020A VA0000491120
222.	Happy Cuties fun stickers : age 4 and up, no. 8006 VA0000065874
223.	Happy Cuties fun stickers : age 4 and up : no. 8006 VA0000064735
224.	Imperial Friendly Pebble Pet Bubbles the Whale VA0000854630
225.	Imperial Friendly Pebble Pet Claws the Lobster VA0000854636

Schedule C

<b>No.</b>	<b>Copyright - Reg. No.</b>
226.	Imperial Friendly Pebble Pet Fin the Dolphin VA0000854634
227.	Imperial Friendly Pebble Pet Freddie the Frog VA0000854637
228.	Imperial Friendly Pebble Pet Fritz the Dachshund VA0000854638
229.	Imperial Friendly Pebble Pet Mr. Beaks the Toucan. VA0000854635
230.	Imperial Friendly Pebble Pet Roary the Lion VA0000854633
231.	Imperial Friendly Pebble Pet Shelly the Turtle VA0000854632
232.	Imperial Friendly Pebble Pet Tux the Penguin VA0000854631
233.	[Master marksman] VA0000495096

**SCHEDULE D TO GRANT OF SECURITY INTEREST IN  
TRADEMARKS, PATENTS, COPYRIGHTS, AND LICENSES**

Between

**IMPERIAL TOY LLC**

and

**THE CIT GROUP/COMMERCIAL SERVICES, INC.**

**FEDERAL U.S. LICENSES**

Name

Registration No.

Registration Date

Schedule D

BN 25746537v2

**RECORDED: 12/20/2016**

**TRADEMARK  
REEL: 005949 FRAME: 0324**