

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POOF-SLINKY FUNDEX LLC		06/26/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 54			
Property Type	Number	Word Mark	
Registration Number:	3171397	A TO Z	
Registration Number:	3317706	BAG BALL	
Registration Number:	3743002	BLACKOUT	
Registration Number:	3321340	BOOBY TRAP	
Registration Number:	3173582	BUBBA THE BOTTOM FEEDER	
Registration Number:	3572383	BULLS-EYE WASHERS	
Registration Number:	4132040	CHAIRS	
Registration Number:	3938800	CHALK LINER EXPRESS	
Registration Number:	3668411	CHUCK-O	
Registration Number:	4075197	CSL	
Registration Number:	3410191	DISC MASTER	
Registration Number:	4104589	DIVE DICE	
Registration Number:	4245736	DIVE PETS	
Registration Number:	3966453	DON'T TIP THE WAITER	
Registration Number:	2144132	FUNDEX GAMES	
Registration Number:	4075192	FYI	
Registration Number:	2906666	GREAT AMERICAN PUZZLE FACTORY	
Registration Number:	4075616	HEIST	
Registration Number:	3984710	HIGHDIVIN' HIPPO	
TRADEMARK			

OP \$1365.00 3171397

Property Type	Number	Word Mark
Registration Number:	3448827	HIP HOPSCOTCH
Registration Number:	4118715	HIT THE DECK
Registration Number:	4477713	HOT POTATO
Registration Number:	3688985	HOT POTATO SPLASH
Registration Number:	3173933	HOT ROPE
Registration Number:	4480519	JARTS
Registration Number:	3530682	JARTS EVERYONE'S FAVORITE LAWN GAME
Registration Number:	3636552	JARTS SPLASH
Registration Number:	3173932	JUMP ROPE JAM
Registration Number:	3919917	LIL' LEAPERS
Registration Number:	3453008	MUMBO JUMBO
Registration Number:	4075193	OMG
Registration Number:	4118716	ON THE BUBBLE
Registration Number:	3988940	PHIL'UP CHUCK
Registration Number:	3972082	POCKET TRIVIA
Registration Number:	4068794	POOL PUZZLES
Registration Number:	3920837	PUZZLE PIZAZZ
Registration Number:	3319695	RAGE
Registration Number:	3967050	RAPID RESPONSE
Registration Number:	3500451	RINGERS
Registration Number:	3617896	SHAKE
Registration Number:	3452909	SKETCHY
Registration Number:	2170359	TELEPHONE TAG
Registration Number:	3173937	TIP OF THE TONGUE
Registration Number:	2170360	TOOT'R VILLE EXPRESS
Registration Number:	3341294	TOP TOSS
Registration Number:	4077652	TWO CUTE! DOUBLE DUTCH
Registration Number:	4075198	ULTIMATE PARTY BLOCK
Registration Number:	3173934	WHAT'S IN NED'S HEAD
Registration Number:	3449060	WHEN PIGS FLY
Registration Number:	3479545	WHOOPS
Registration Number:	3173935	WILDFIRE
Registration Number:	4210380	BILLIONAIRE
Registration Number:	3321844	GASSY GUS
Serial Number:	85945552	IDEAL BRANDS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 614-280-3566
Email: james.murray@wolterskluwer.com
Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Joanne BL Arnold
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SIGNATURE:	/Joanne BL Arnold/
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DATE SIGNED:	07/12/2017
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Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”) is made as of June 26, 2017 by POOF-SLINKY FUNDEX LLC (“**Grantor**”), in favor of BANK OF AMERICA, N.A. (“**Agent**”) as agent for the financial institutions and other Persons (the “**Lenders**”) from time to time party to the Loan and Security Agreement described below. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan and Security Agreement.

W I T N E S S E T H

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof, among ALEX TOYS, LLC (“**Alex**”) and POOF-SLINKY, LLC (“**PSLLC**”) and together with Alex, collectively, the “**Borrowers**”), as borrowers thereunder, the Guarantors party thereto, Agent and the Lenders (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan and Security Agreement**”), the Lenders have agreed to make certain Loans and extend certain other financial accommodations to or for the benefit of the Grantor; and

WHEREAS, pursuant to the Loan and Security Agreement, the Grantor granted to Agent, for the benefit of the Secured Parties, a continuing security interest in, among other Collateral, certain Intellectual Property of the Grantor, including Trademarks, and have agreed to execute this Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate Governmental Authorities;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Agent as follows:

1. Grant of Security. To secure the prompt payment and performance of the Obligations, Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions or otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other appropriate Governmental Authorities to record this Trademark Security Agreement upon request by the Agent.

3. Loan Documents. The Loan and Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference hereto. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

POOF-SLINKY FUNDEX LLC

By: 

Name: John Belniak

Title: Authorized Officer

Address for Notices:

c/o Propel Equity Partners
10 Glenville Street
Greenwich, Connecticut 06831
Telecopy: 203-930-7731

[Signatures continued on following page]

Trademark Security Agreement (ABL) (Poof-Slinky Fundex LLC)

TRADEMARK
REEL: 006103 FRAME: 0296

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.,
as Agent

By: 

Name: William F. Wilson

Title: Senior Vice President

Trademark Security Agreement (ABL) (Poof-Slinky Fundex LLC)

TRADEMARK
REEL: 006103 FRAME: 0297

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration No.	Registration Date	Owner	Country
A TO Z	3171397	14-Nov-2006	Poof-Slinky Fundex LLC	United States of America
BAG BALL	3317706	23-Oct-2007	Poof-Slinky Fundex LLC	United States of America
BLACKOUT	3743002	26-Jan-2010	Poof-Slinky Fundex LLC	United States of America
Booby Trap	3321340	23-Oct-2007	Poof-Slinky Fundex LLC	United States of America
BUBBA THE BOTTOM FEEDER	3173582	21-Nov-2006	Poof-Slinky Fundex LLC	United States of America
BULLS-EYE WASHERS	3572383	10-Feb-2009	Poof-Slinky Fundex LLC	United States of America
CHAIRS	4132040	24-Apr-2012	Poof-Slinky Fundex LLC	United States of America
CHALK LINER EXPRESS	3938800	29-Mar-2011	Poof-Slinky Fundex LLC	United States of America
CHUCK-O	3668411	18-Aug-2009	Poof-Slinky Fundex LLC	United States of America
CSL	4075197	20-Dec-2011	Poof-Slinky Fundex LLC	United States of America
DISC MASTER	3410191	8-Apr-2008	Poof-Slinky Fundex LLC	United States of America

Trademark	Registration No.	Registration Date	Owner	Country
DIVE DICE	4104589	28-Feb-2012	Poof-Slinky Fundex LLC	United States of America
DIVE PETS	4245736	20-Nov-2012	Poof-Slinky Fundex LLC	United States of America
DON'T TIP THE WAITER	3966453	24-May-2011	Poof-Slinky Fundex LLC	United States of America
FUNDEX GAMES	2144132	17-Mar-1998	Poof-Slinky Fundex LLC	United States of America
FYI	4075192	20-Dec-2011	Poof-Slinky Fundex LLC	United States of America
GREAT AMERICAN PUZZLE FACTORY	2906666	30-Nov-2004	Poof-Slinky Fundex LLC	United States of America
HEIST	4075616	27-Dec-2011	Poof-Slinky Fundex LLC	United States of America
HIGHDIVIN' HIPPO	3984710	28-Jun-2011	Poof-Slinky Fundex LLC	United States of America
HIP HOP SCOTCH	3448827	17-Jun-2008	Poof-Slinky Fundex LLC	United States of America
HIT THE DECK	4118715	27-Mar-2012	Poof-Slinky Fundex LLC	United States of America
HOT POTATO	4477713	4-Feb-2014	Poof-Slinky Fundex LLC	United States of America
HOT POTATO SPLASH	3688985	29-Sep-2009	Poof-Slinky Fundex LLC	United States of America
HOT ROPE	3173933	21-Nov-2006	Poof-Slinky Fundex LLC	United States of America

Trademark	Registration No.	Registration Date	Owner	Country
JARTS	4480519	11-Feb-2014	Poof-Slinky Fundex LLC	United States of America
JARTS EVERYONE'S FAVORITE LAWN GAME	3530682	11-Nov-2008	Poof-Slinky Fundex LLC	United States of America
JARTS SPLASH	3636552	9-Jun-2009	Poof-Slinky Fundex LLC	United States of America
JUMP ROPE JAM	3173932	21-Nov-2006	Poof-Slinky Fundex LLC	United States of America
LIL' LEAPERS	3919917	15-Feb-2011	Poof-Slinky Fundex LLC	United States of America
MUMBO JUMBO	3453008	24-Jun-2008	Poof-Slinky Fundex LLC	United States of America
OMG	4075193	20-Dec-2011	Poof-Slinky Fundex LLC	United States of America
ON THE BUBBLE	4118716	27-Mar-2012	Poof-Slinky Fundex LLC	United States of America
PHIL'UP CHUCK	3988940	5-Jul-2011	Poof-Slinky Fundex LLC	United States of America
POCKET TRIVIA	3972082	31-May-2011	Poof-Slinky Fundex LLC	United States of America
POOL PUZZLES	4068794	6-Dec-2011	Poof-Slinky Fundex LLC	United States of America
PUZZLE PIZZAZZ	3920837	15-Feb-2011	Poof-Slinky Fundex LLC	United States of America
RAGE	3319695	23-Oct-2007	Poof-Slinky Fundex LLC	United States of America

Trademark	Registration No.	Registration Date	Owner	Country
RAPID RESPONSE	3967050	24-May-2011	Poof-Slinky Fundex LLC	United States of America
RINGERS	3500451	8-Sep-2008	Poof-Slinky Fundex LLC	United States of America
SHAKE	3617896	5-May-2009	Poof-Slinky Fundex LLC	United States of America
SKETCHY	3452909	24-Jun-2008	Poof-Slinky Fundex LLC	United States of America
TELEPHONE TAG	2170359	30-Jun-1998	Poof-Slinky Fundex LLC	United States of America
TIP OF THE TONGUE	3173937	21-Nov-2006	Poof-Slinky Fundex LLC	United States of America
TOOT'R VILLE EXPRESS	2170360	30-Jun-1998	Poof-Slinky Fundex LLC	United States of America
TOP TOSS	3341294	20-Nov-2007	Poof-Slinky Fundex LLC	United States of America
TWO CUTE DOUBLE DUTCH	4077652	27-Dec-2011	Poof-Slinky Fundex LLC	United States of America
ULTIMATE PARTY BLOCK	4075198	20-Dec-2011	Poof-Slinky Fundex LLC	United States of America
WHAT'S IN NED'S HEAD	3173934	21-Nov-2006	Poof-Slinky Fundex LLC	United States of America
WHEN PIGS FLY	3449060	17-Jun-2008	Poof-Slinky Fundex LLC	United States of America
WHOOOPS	3479545	5-Aug-2008	Poof-Slinky Fundex LLC	United States of America

Trademark	Registration No.	Registration Date	Owner	Country
WILDFIRE	3173935	21-Nov-2006	Poof-Slinky Fundex LLC	United States of America
BILLIONAIRE	4210380	12-Sep-2012	Poof-Slinky Fundex LLC	United States of America
GASSY GUS	3321844	23-Oct-2007	Poof-Slinky Fundex LLC	United States of America

FOREIGN TRADEMARK REGISTRATIONS

Trademark	Registration No.	Registration Date	Owner	Country
A BIS Z	8667966	12-May-2010	Poof-Slinky Fundex LLC	European Union
A TO Z	1020235	4-Dec-2009	Poof-Slinky Fundex LLC	European Union
CHAIRS	1014719	20-Aug-2009	Poof-Slinky Fundex LLC	European Union
FUNDEX	014759153	3-Mar-2016	Poof-Slinky Fundex LLC	European Union
Hau Drauf!	8508161	24-Feb-2010	Poof-Slinky Fundex LLC	European Union
HEIST	1014718	20-Aug-2009	Poof-Slinky Fundex LLC	European Union
HIT THE DECK	1014721	20-Aug-2009	Poof-Slinky Fundex LLC	European Union
Stühle stapeln	8508053	24-Feb-2010	Poof-Slinky Fundex LLC	European Union
Tresor	8507733	24-Mar-2010	Poof-Slinky Fundex LLC	European Union
Überflieger	8508145	24-Feb-2010	Poof-Slinky Fundex LLC	European Union

U.S. TRADEMARK APPLICATIONS

Trademark	Application/Serial No.	Application Filing Date	Owner	Country
IDEAL BRANDS	85945552	29-May-2013	Poof-Slinky Fundex LLC	United States of America