

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439407

| | | | |
|---|---|------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BASIC FUN, INC. | | 08/03/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Royal Bank of Canada | | |
| Trading As: | | | |
| Street Address: | 200 Bay Street | | |
| Internal Address: | 12th Floor, South Tower, Royal Bank Plaza | | |
| City: | Toronto | | |
| State/Country: | CANADA | | |
| Postal Code: | M5J 2W7 | | |
| Entity Type: | Corporation: GEORGIA | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4528075 | B | |
| Registration Number: | 4099431 | BRIDGE DIRECT | |
| Registration Number: | 4760700 | C3 | |
| Registration Number: | 4760721 | C3 CONSTRUCTION | |
| Registration Number: | 4261881 | INKOOS | |
| Registration Number: | 5050478 | MAKE 2 WEAR | |
| Registration Number: | 4744270 | STACK DOWN | |
| Registration Number: | 4744271 | STACK DOWN UNIVERSE | |
| Registration Number: | 4528180 | THE B BRIDGE DIRECT INC. | |
| Serial Number: | 86460959 | BUN BUN | |
| Serial Number: | 87107272 | E Z PODDERY QUICK, FUN, MESS FREE! | |
| Serial Number: | 86529750 | TALKBOY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6174287045 | | |
| <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: | 617-428-0200 | | |

CH \$315.00 4528075

Email: patentadministrator@clarkelbing.com
Correspondent Name: CLARK + ELBING, LLP
Address Line 1: 101 FEDERAL STREET
Address Line 2: 15TH FLOOR
Address Line 4: BOSTON, MASSACHUSETTS 02110

| | |
|---------------------------|------------------|
| NAME OF SUBMITTER: | Todd Armstrong |
| SIGNATURE: | /Todd Armstrong/ |
| DATE SIGNED: | 08/15/2017 |

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 3, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favour of Royal Bank of Canada, as administrative agent and collateral agent (in such capacity and together with its successors and assigns, the “Administrative Agent”), for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, BASIC FUN CANADA HOLDINGS, INC. and BASIC FUN, LTD., as borrowers (the “Borrowers”) have entered into a Credit Agreement dated as of August 3, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, BASIC FUN HOLDCO, LLC (“Holdings”), the Subsidiaries of Holdings party thereto from time to time, the LENDERS party thereto from time to time, and the Administrative Agent;

WHEREAS, it is a condition precedent to the obligations of the Lenders and to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain U.S. Guarantee and Collateral Agreement, dated as of August 3, 2017, to the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the “Collateral Agreement”) for the benefit of the Secured Parties (capitalized terms used and not defined herein have the meanings given such terms in the Collateral Agreement and the Credit Agreement, as applicable);

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the Canadian Intellectual Property Office and United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

- (a) all Trademarks (other than any Excluded Property), including, without limitation, each registration and application identified in Schedule 1 attached hereto;
- (b) all Patents (other than any Excluded Property), including, without limitation, each issued Patent and Patent application identified in Schedule 1 attached hereto;
- (c) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Canadian Intellectual Property Office and the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement.

Section 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission, including “.pdf” or “.tif”), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

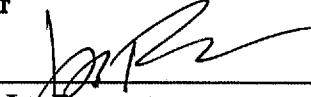
Section 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflict of laws principles thereof that would require application of laws of another jurisdiction.

Section 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern.

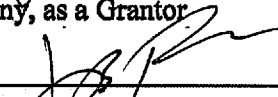
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IN WITNESS WHEREOF, each of undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

BASIC FUN, INC., a Delaware corporation, as a Grantor

By: 
Name: Jay Foreman
Title: Chief Executive Officer

TBDUM, LLC, a Delaware limited liability company, as a Grantor

By: 
Name: Jay Foreman
Title: Chief Executive Officer

TGS ACQUISITON LLC, a Delaware limited liability company, as a Grantor

By: 
Name: Jay Foreman
Title: Chief Executive Officer

Signature Page to U.S. IP Security Agreement

Accepted and Agreed:

ROYAL BANK OF CANADA,
as Administrative Agent

By:

Name:

Title:



Susan, Khokher
Manager, Agency

Signature Page to U.S. IP Security Agreement

TRADEMARK
REEL: 006130 FRAME: 0574

Schedule 1

TRADEMARKS:

Trademarks for Basic Fun, Inc., and TGS Acquisition LLC:

| <u>Trademark</u> | <u>Jurisdiction</u> | <u>Grantor</u> | <u>Status</u> | <u>Serial Number</u> | <u>Filing Date</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Class</u> |
|---------------------------------------|--------------------------|---------------------|---------------|----------------------|--------------------|----------------------------|--------------------------|--------------|
| B (and Design) | United States of America | Basic Fun, Inc. | Registered | 85879743 | March 19, 2013 | 4528075 | May 13, 2014 | 28 |
| BRIDGE DIRECT | United States of America | Basic Fun, Inc. | Registered | 77774615 | July 6, 2009 | 4099431 | February 14, 2014 | 35 |
| C3 | United States of America | Basic Fun, Inc. | Registered | 85859881 | February 26, 2013 | 4760700 | June 23, 2015 | 28 |
| CS CONSTRUCTION (and Design) | United States of America | Basic Fun, Inc. | Registered | 85877248 | March 15, 2013 | 4760721 | June 23, 2015 | 28 |
| INKOOS | United States of America | Basic Fun, Inc. | Registered | 85236724 | February 8, 2011 | 4261881 | December 18, 2012 | 28 |
| MAKE 2 WEAR | United States of America | Basic Fun, Inc. | Registered | 86504983 | January 15, 2015 | 5050478 | September 27, 2016 | |
| STACK DOWN | United States of America | Basic Fun, Inc. | Registered | 86011478 | July 16, 2013 | 4744270 | May 26, 2015 | 28 |
| STACK DOWN UNIVERSE (and Design) | United States of America | Basic Fun, Inc. | Registered | 86529750 | July 16, 2013 | 4744271 | May 26, 2015 | 28 |
| THE B BRIDGE DIRECT INC. (and Design) | United States of America | Basic Fun, Inc. | Registered | 85910419 | April 22, 2013 | 4528180 | May 13, 2014 | 28 |
| GOOD STUFF and Design | United States of America | TGS Acquisition LLC | Registered | 76261872 | May 25, 2001 | 2571304 | May 21, 2002 | 28 |
| BASIC FUN | United States of America | TGS Acquisition | Registered | 74690203 | June 2, 1995 | 2023171 | December 17, 1996 | 28 |


| <u>Trademark</u> | <u>Jurisdiction</u> | <u>Grantor</u> | <u>Status</u> | <u>Serial Number</u> | <u>Filing Date</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Class</u> |
|---|--------------------------|---------------------|------------------------------|----------------------|--------------------|----------------------------|--------------------------|--------------|
| | | LLC | | | | | | |
| GIGGLATOR | United States of America | TGS Acquisition LLC | Registered | 78666060 | July 8, 2005 | 3172499 | November 14, 2006 | 28 |
| PONTIKI | United States of America | TGS Acquisition LLC | Cancelled January 14, 2011 | 78250498 | May 15, 2003 | 2852097 | June 8, 2004 | 28 |
| XTS | United States of America | TGS Acquisition LLC | Cancelled September 23, 2011 | 78321337 | October 30, 2003 | 2928355 | February 22, 2005 | 28 |
| YANK MY FINGER & Design | United States of America | TGS Acquisition LLC | Cancelled November 1, 2009 | 78121278 | April 12, 2002 | 2700475 | March 25, 2003 | 20 |
| GOOD STUFF | United States of America | TGS Acquisition LLC | Registered | 74036231 | March 9, 1990 | 1636997 | March 5, 1991 | 28 |
| WE PUT THE WORLD'S GREATEST TOYS IN THEPALM OF YOUR HAND | United States of America | TGS Acquisition LLC | Registered | 74676965 | May 19, 1995 | 2028251 | January 07, 1997 | 42 |
| WE PUT THE WORLD'S GREATEST TOYS IN THE PALM OF YOUR HAND | United States of America | TGS Acquisition LLC | Registered | 74707688 | July 28, 1995 | 2029749 | January 14, 1997 | 28 |
| TINY TOTES | United States of America | TGS Acquisition LLC | Cancelled September 17, 2010 | 78079426 | August 15, 2001 | 2814052 | February 10, 2004 | 28 |
| B (and Design) | United States of America | Basic Fun, Inc. | Registered | 85879743 | March 19, 2013 | 4528075 | May 13, 2014 | 28 |
| BRIDGE DIRECT | United States of America | Basic Fun, Inc. | Registered | 77774615 | July 6, 2009 | 4099431 | February 14, 2012 | 35 |


| <u>Trademark</u> | <u>Jurisdiction</u> | <u>Grantor</u> | <u>Status</u> | <u>Serial Number</u> | <u>Filing Date</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Class</u> |
|------------------------------------|--------------------------|---|---------------|----------------------|--------------------|----------------------------|--------------------------|--------------|
| C3 | United States of America | Basic Fun, Inc. | Registered | 85859881 | February 26, 2013 | 4760700 | June 23, 2015 | 28 |
| C3 CONSTRUCTION | United States of America | Basic Fun, Inc. | Registered | 85877248 | March 15, 2013 | 4760721 | June 23, 2015 | 28 |
| INKOOS | United States of America | Basic Fun, Inc. | Registered | 85236724 | February 8, 2011 | 4261881 | December 18, 2012 | 28 |
| MAKE 2 WEAR | United States of America | Basic Fun, Inc. | Registered | 86504983 | January 15, 2015 | 5050478 | September 27, 2016 | 14, 28 |
| STACK DOWN UNIVERSE | United States of America | Basic Fun, Inc. | Registered | 86011483 | July 16, 2013 | 4744271 | May 26, 2015 | 28 |
| STACK DOWN | United States of America | Basic Fun, Inc. | Registered | 86011478 | July 16, 2013 | 4744270 | May 26, 2015 | 28 |
| BUN BUN | United States of America | Basic Fun, Inc. | Pending | 86460959 | November 21, 2014 | | | 28 |
| E Z PODDERY QUICK, FUN, MESS FREE! | United States of America | Basic Fun, Inc. | Pending | 87107272 | July 18, 2016 | | | 16 |
| TALKBOY | United States of America | Basic Fun, Inc. | Pending | 86529750 | February 10, 2015 | | | 28 |
| BLO N' GLO | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 86240553 | April 2, 2014 | 4632123 | November 4, 2014 | 28 |
| WILD WALLS | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 85739298 | September 26, 2012 | 4486014 | February 18, 2014 | 28 |
| GEL COLONY | United States of America | TBDUM, LLC (formerly | Registered | 85539368 | February 10, 2012 | 4319722 | April 16, 2013 | 28 |

| <u>Trademark</u> | <u>Jurisdiction</u> | <u>Grantor</u> | <u>Status</u> | <u>Serial Number</u> | <u>Filing Date</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Class</u> |
|---------------------------|--------------------------|---|---------------|----------------------|--------------------|----------------------------|--------------------------|--------------|
| | | owned by Uncle Milton) | | | | | | |
| DREAM FAIRY | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 85365793 | July 7, 2011 | 4305958 | March 19, 2013 | 28 |
| SCURRY AND SCARE | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 85365783 | July 7, 2011 | 4137014 | May 1, 2012 | 28 |
| FIREWORKS LIGHT SHOW | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 85365769 | July 7, 2011 | 4162598 | June 19, 2012 | 28 |
| SHOOTING STARS IN MY ROOM | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 85365759 | July 7, 2011 | 4140356 | May 8, 2012 | 28 |
| IN MY ROOM | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 85365733 | July 7, 2011 | 4305957 | March 19, 2013 | 29 |
| FIRE AND ICE VOLCANO | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 85365713 | July 7, 2011 | 4309775 | March 26, 2013 | 28 |
| HORRIBLE PETS | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 85365697 | July 7, 2011 | 4305956 | March 19, 2013 | 28 |

| <u>Trademark</u> | <u>Jurisdiction</u> | <u>Grantor</u> | <u>Status</u> | <u>Serial Number</u> | <u>Filing Date</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Class</u> |
|-------------------------|--------------------------|--|---------------|----------------------|--------------------|----------------------------|--------------------------|--------------|
| SOLAR SYSTEM IN MY ROOM | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 85365613 | July 7, 2011 | 4105263 | February 28, 2012 | 28 |
| T-REXCAVATOR | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 85365580 | July 7, 2011 | 4102139 | February 21, 2012 | 28 |
| RAINBOW IN MY ROOM | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 85365547 | July 7, 2011 | 4105262 | February 28, 2012 | 28 |
| MOON IN MY ROOM | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 78779732 | December 22, 2005 | 3304265 | October 2, 2007 | 11 |
| GEL COLONY | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 78740378 | October 25, 2005 | 3185104 | December 12, 2006 | 16 |
| HYDRO GREENHOUSE | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 78626137 | May 9, 2005 | 3089992 | May 9, 2006 | 16 |
| BUG JUG | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 78626075 | May 9, 2005 | 3085328 | April 25, 2006 | 16 |
| UNCLE MILTON | United States of America | TBDUM, LLC (formerly | Registered | 78265317 | June 20, 2003 | 2858040 | June 29, 2004 | 9, 16, 28 |

| <u>Trademark</u> | <u>Jurisdiction</u> | <u>Grantor</u> | <u>Status</u> | <u>Serial Number</u> | <u>Filing Date</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Class</u> |
|------------------|--------------------------|---|---------------|----------------------|--------------------|----------------------------|--------------------------|--------------|
| | | owned by Uncle Milton) | | | | | | |
| UNCLE MILTON | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 77963809 | March 19, 2010 | 4133574 | May 1, 2012 | 28 |
| UNCLE MILTON | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 77963758 | March 19, 2010 | 3987795 | July 5, 2011 | 9, 21 |
| STAR PLANETARIUM | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 77572608 | September 17, 2008 | 3611967 | April 28, 2009 | 9 |
| DINO XCAVATOR | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 76473696 | December 10, 2002 | 2960195 | June 7, 2005 | 28 |
| AQUASAURS | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 76473692 | December 10, 2002 | 2818232 | February 24, 2004 | 16 |
| STAR THEATER | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 76375590 | February 27, 2002 | 2710964 | April 29, 2003 | 9 |
| BACK 2 NATURE | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 76302075 | August 20, 2001 | 2792162 | December 9, 2003 | 28 |

| <u>Trademark</u> | <u>Jurisdiction</u> | <u>Grantor</u> | <u>Status</u> | <u>Serial Number</u> | <u>Filing Date</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Class</u> |
|---|--------------------------|---|---------------|----------------------|--------------------|----------------------------|--------------------------|--------------|
| STAR PLANETARIUM | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 75889030 | January 6, 2000 | 2626799 | September 24, 2002 | 9 |
| BUTTERFLY RAIN FOREST | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 75678664 | April 7, 1999 | 2448271 | May 1, 2001 | 28 |
| BUTTERFLY JUNGLE | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 75676374 | April 7, 1999 | 2448268 | May 1, 2001 | 28 |
| PLANET FROG | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 75676354 | April 7, 1999 | 2483143 | August 28, 2001 | 28 |
| SCOPE IT OUT | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 75676330 | April 7, 1999 | 2432227 | February 27, 2001 | 9 |
|  | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 75477382 | April 30, 1998 | 2327915 | March 14, 2000 | 16 |
| ANT FARM VILLAGE | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 75421397 | January 22, 1998 | 2209162 | December 8, 1998 | 16 |
| ANTVILLE | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 75421396 | January 22, 1998 | 2214709 | December 29, 1998 | 16 |

| <u>Trademark</u> | <u>Jurisdiction</u> | <u>Grantor</u> | <u>Status</u> | <u>Serial Number</u> | <u>Filing Date</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Class</u> |
|---|--------------------------|---|---------------|----------------------|--------------------|----------------------------|--------------------------|--------------|
| | | owned by Uncle Milton) | | | | | | |
| SURF FROGS | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 75187392 | October 15, 1996 | 2131372 | January 20, 1998 | 28 |
|  | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 75150501 | August 15, 1996 | 2144076 | March 17, 1998 | 16 |
| GIANT | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 73740819 | July 19, 1988 | 1568280 | November 28, 1989 | 16 |
| ANT FARM | United States of America | TBDUM, LLC (formerly owned by Uncle Milton) | Registered | 72268158 | April 3, 1967 | 0863461 | January 14, 1969 | 28 |

PATENTS:

Patents Owned by TGS Acquisition LLC:

| <u>Patent</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|-------------------------------------|----------------------------|--------------------------|
| Stuffed Bear with Hooded Sweatshirt | D540891 | April 17, 2007 |
| Noise Making Toy | 6582274 | June 24, 2003 |
| Food Product Dispenser | D371941 | July 23, 1996 |

Patents Owned by TBDUM LLC:

| <u>Patent</u> | <u>Application Number</u> | <u>Registration Number</u> | <u>Filed Date</u> | <u>Issued Date</u> |
|---|---------------------------|----------------------------|-------------------|--------------------|
| Pneumatically Launched Folding Wing Glider Toy | 10776812 | 7077359 | February 11, 2004 | July 18, 2006 |
| Toy Figure with Interchangeable Brain Having Associated Voice Responses | 11089255 | 7338340 | March 24, 2005 | March 4, 2008 |
| Apparatus and Related Methods for the Controlled Illumination of a Convex Surface | 11877226 | 8133058 | October 23, 2007 | March 13, 2012 |
| Apparatus and Related Methods for the Controlled Illumination of a Convex Surface | 13367877 | 8419439 | February 7, 2012 | April 16, 2013 |