

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498510

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PlayMonster LLC		11/16/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	LBC Credit Agency Services, LLC, as Agent		
Street Address:	Cira Centre 2929 Arch St, Ste 1550		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 86			
Property Type	Number	Word Mark	
Registration Number:	4147452	100 WACKY THINGS	
Registration Number:	3846453	5 SECOND RULE	
Registration Number:	4828670	ALL IN	
Registration Number:	5199780	AUTOMOBLOX	
Registration Number:	2443503	BIG DEAL	
Registration Number:	4169137	BIG LITTLE GAMES	
Registration Number:	4594485	BOUNCY BOP	
Registration Number:	5545389	BRAIN FART	
Registration Number:	2776634	BUZZWORD	
Registration Number:	4372595	CHAIN LETTERS	
Registration Number:	4864637	CHEESE DIP	
Registration Number:	4154928	DESIGN 'N' DOODLE	
Registration Number:	5393083	DICTITIOUS	
Registration Number:	5360171	DON'T ROCK THE BOAT	
Registration Number:	4329388	EASTER EGG-TIVITIES	
Registration Number:	4433864	EATON DEDD	
Registration Number:	4563450	FARKLE FLIP	
Registration Number:	4032573	FARKLE FRENZY	
Registration Number:	4137725	FARKLE THE CLASSIC DICE-ROLLING, RISK-TA	
TRADEMARK			

OP \$2165.00 4147452

Property Type	Number	Word Mark
Registration Number:	4423053	FARKLE AROUND
Registration Number:	4346941	FARKLE NANO
Registration Number:	4469068	FIND YOUR INNER MONKEY
Registration Number:	4339789	FINGER FLICKIN'
Registration Number:	4223117	FLASH & FURIOUS
Registration Number:	4770104	FLIP FLOP
Registration Number:	4999771	GLOW TO SLEEP
Registration Number:	3644375	GO APE!
Registration Number:	5088502	GRABOLO
Registration Number:	4793055	HYPER DASH
Registration Number:	2867815	IMPERIAL
Registration Number:	4433863	IMA BANANERD
Registration Number:	5197234	JUBALLEES
Registration Number:	4816152	KID O
Registration Number:	3444154	KID O
Registration Number:	3650252	KID O
Registration Number:	3540337	KID O
Registration Number:	4041869	KNOW IT OR BLOW IT
Registration Number:	1519949	LAURI
Registration Number:	4038685	LOCKTAGONS
Registration Number:	4433865	LONG SOCK SILVER
Registration Number:	4419879	MAGENTA BEETSCH
Registration Number:	4245795	MAGNATAB
Registration Number:	5291815	MARBLEOCITY
Registration Number:	3842965	MIGHTY MONKEY
Registration Number:	4423019	MIRARI
Registration Number:	4318034	MYPAD
Registration Number:	4577674	MYPHONE
Registration Number:	4735400	OK TO WAKE!
Registration Number:	3704145	PATCH PALS CLUB
Registration Number:	1969515	PATCH
Registration Number:	4429835	PLANET SOCK MONKEY
Registration Number:	5177785	PLAYMONSTER
Registration Number:	4419881	POP! POP! PIANO
Registration Number:	5088468	POPALOTSY
Registration Number:	5065777	PROVE IT
Registration Number:	5088467	QUBOSITY
Registration Number:	5183378	QWITCH

Property Type	Number	Word Mark
Registration Number:	4372594	SHIZZLE
Registration Number:	4864636	SMART START
Registration Number:	2681823	SNEAKY PUZZLES
Registration Number:	4864638	SPARKY
Registration Number:	4999400	SPUNK WURKS
Registration Number:	4819586	STACK ATTACK
Registration Number:	4419877	STAR HARMONKEY
Registration Number:	2747288	SWAP!
Registration Number:	4154929	SWIVEL
Registration Number:	4735398	TEACH ME TIME!
Registration Number:	5319970	TINKINEER
Registration Number:	2958708	TOSS UP!
Registration Number:	4740394	UTTER NONSENSE
Registration Number:	4745134	UTTER NONSENSE!
Registration Number:	4745135	
Registration Number:	4419880	WEE KEYS
Registration Number:	4564219	WIND-UP EGG PALS
Registration Number:	2773503	WOOLY WILLY
Registration Number:	3917926	WORD SHOUT
Registration Number:	4864632	YETI IN MY SPAGHETTI
Registration Number:	4325107	ZIG-ZAG XYLO TRAIN
Serial Number:	75253909	MALARKY
Serial Number:	85796206	M.O.N.K.
Registration Number:	5586718	MYLAND
Registration Number:	5504967	PASS THE PUP
Registration Number:	5510040	RELATIVE INSANITY
Serial Number:	88169261	WHAT'S YOURS LIKE?
Serial Number:	88026338	YETI, SET, GO!
Serial Number:	88149218	BUBBIMALS

CORRESPONDENCE DATA

Fax Number: 3128637806

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

TRADEMARK

REEL: 006482 FRAME: 0960

ATTORNEY DOCKET NUMBER:	6030.132
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	11/16/2018

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of November, 2018, by and between PlayMonster LLC, a Delaware limited liability company ("Grantor"), and LBC CREDIT AGENCY SERVICES, LLC, in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, TS-Patch Holdings, LLC, a Delaware limited liability company ("Holdings"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, it is a condition precedent to the availability of Loans under the Credit Agreement that the Grantor shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants and pledges to Agent, for the benefit of the Lenders, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark intellectual property licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark intellectual property license; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark intellectual property license;

provided that notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under this Section 2 attach to "intent-to-use" Trademarks until such time as Amendments to Allege Use or Statements of Use under Section 1(c) and 1(d) of the Lanham Act are filed.

3. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice to Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor (to the extent included in Trademark Collateral). Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

5. GOVERNING LAW; SUBMISSION TO JURISDICTION. THIS TRADEMARK SECURITY AGREEMENT, AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF GRANTOR AND AGENT HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE BOROUGH OF MANHATTAN, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH OF GRANTOR AND AGENT EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. EACH OF

GRANTOR AND AGENT HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON GRANTOR OR AGENT, AS APPLICABLE, BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO GRANTOR, OR AGENT, AS APPLICABLE, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 8 OF THE SECURITY AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

6. WAIVER OF JURY TRIAL. EACH OF GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. GRANTOR AND AGENT ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER FINANCING DOCUMENTS, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. GRANTOR AND AGENT WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

7. General Terms and Conditions. In addition to and without limitation of any of the foregoing, this Trademark Security Agreement shall be deemed to be a Financing Document and shall otherwise be subject to all of the general terms and conditions contained in Article 11 of the Credit Agreement, *mutatis mutandi*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

PLAYMONSTER LLC

By: 
Name: Domenic Grisanzio
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**LBC CREDIT AGENCY SERVICES, LLC, as
Agent**

By: 

Name: David E. Frainow

Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
PlayMonster LLC	4147452	100 WACKY THINGS
PlayMonster LLC	3846453	5 SECOND RULE
PlayMonster LLC	4828670	ALL IN
PlayMonster LLC	5199780	AUTOMOBLOX
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PlayMonster LLC	4169137	BIG LITTLE GAMES
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PlayMonster LLC	3444154	KID O
PlayMonster LLC	3650252	KID O & Design
PlayMonster LLC	3540337	KID O & Design
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PlayMonster LLC	4038685	LOCKTAGONS
PlayMonster LLC	4433865	LONG SOCK SILVER
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PlayMonster LLC	4745134	UTTER NONSENSE! & Design

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Patch Products, Inc.	4564219	WIND-UP EGG PALS
PlayMonster LLC	2773503	WOOLY WILLY
PlayMonster LLC	3917926	WORD SHOUT
PlayMonster LLC	4864632	YETI IN MY SPAGHETTI
PlayMonster LLC	4325107	ZIG-ZAG XYLO TRAIN
Patch Products, Inc.	75253909	MALARKY
PlayMonster LLC	85796206	M.O.N.K.
PlayMonster LLC	5586718	MYLAND & Design
PlayMonster LLC	5504967	PASS THE PUP
PlayMonster LLC	5510040	RELATIVE INSANITY

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
PlayMonster LLC	88026304	BUTTS UP
PlayMonster LLC	88026280	AQUA DIVER
PlayMonster LLC	87694714	KISS MY BASS
PlayMonster LLC	88026273	MELTDOWN
PlayMonster LLC	88026320	MOTOCLUB
PlayMonster LLC	87091169	MYBUDDY
PlayMonster LLC	86845072	MYLAND
PlayMonster LLC	87903421	ORANGUTWANG
PlayMonster LLC	87648699	ROCK THE BLOX

PlayMonster LLC	87535615	SHELLBY
PlayMonster LLC	88026252	TOOBALLOOPA
PlayMonster LLC	Ser. No. 88169261	WHAT'S YOURS LIKE?
PlayMonster LLC	88026338	YETI, SET, GO!
PlayMonster LLC	88149218	BUBBIMALS