

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Toy Investments, Inc.		12/12/2018	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1400		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	State banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5453498	NEATO!	
Registration Number:	5453501	PARTY IN A SNAP	
Registration Number:	5537291	NEATO!	
Serial Number:	87625203	PLAY.DELIVERED.	
Serial Number:	87863746	SPRING RING	
Serial Number:	87806062	LIGHT UP YOUR PLAY!	
Serial Number:	88078126	PLAY. DELIVERED.	
Serial Number:	88078133	TOYSMITH	
Serial Number:	88078136	TOYSMITH	
CORRESPONDENCE DATA			
Fax Number:	6126046989		
<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:	612.604.6689		
Email:	trademark@winthrop.com, tsitzmann@winthrop.com		
Correspondent Name:	Timothy D. Sitzmann		
Address Line 1:	225 South Sixth Street		
Address Line 2:	Capella Tower Suite 3500		
Address Line 4:	Minneapolis, MINNESOTA 55402		

OP \$240.00 5453498

ATTORNEY DOCKET NUMBER:	14197.32
NAME OF SUBMITTER:	Timothy Sitzmann
SIGNATURE:	/Timothy Sitzmann/
DATE SIGNED:	12/14/2018

Total Attachments: 5

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of December 12, 2018, is made by TOY INVESTMENTS, INC., a Washington corporation (the "Grantor"), in favor of CIBC BANK USA, an Illinois state banking corporation formerly known as The PrivateBank and Trust Company, an Illinois state banking corporation ("CIBC"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the benefit of itself and for the benefit of the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

The Lenders have severally agreed to extend credit to the Grantor pursuant to the Credit Agreement of even date herewith by and among the Grantor, the Agent, and the Lenders.

The Grantor has, pursuant to a Guaranty and Collateral Agreement dated as of March 7, 2017 executed by the Grantor in favor of the Agent (the "Collateral Agreement"), granted the Agent a security interest in the Grantor's assets to secure the Secured Obligations (as defined in the Collateral Agreement) including, among other things, all of the Grantor's Trademarks; and

Pursuant to the Collateral Agreement, the Grantor has previously delivered to Agent that certain Trademark and Security Agreement dated as of March 7, 2017 executed by Grantor in favor of the Agent; and

On or about the date hereof, Grantor, Agent and the Lenders have entered into that certain First Amendment Agreement (the "Amendment Agreement") whereby the Lenders have agreed to make certain financial accommodations available to Grantor; and

Pursuant to the Amendment Agreement, Grantor is required to execute and deliver this Amended and Restated Trademark Security Agreement; and

Terms used herein with their initial letter capitalized shall have the meaning given to such terms in the Collateral Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Amendment Agreement and to induce the Lenders to make their respective financial accommodations available to the grantor to the Grantor thereunder, the Grantor hereby agrees with the Agent as follows:

1. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):
 - (a) all of Grantor's Trademark Applications, Trademarks and all related Trademark Licenses referenced on Schedule 1 attached hereto; and

- (b) all renewals of such Trademarks referenced on Schedule 1 attached hereto.
2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
 3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Applications, Trademarks and related Trademark Licenses subject to a security interest hereunder. Unless and until an Event of Default shall occur and be continuing, the Grantor shall have the right to use and register the Trademark Collateral in the ordinary course of the business of the Grantor.
 4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. A facsimile or electronic copy of a signature shall be as binding as an original signature.
 5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the state of Minnesota.
 6. Amendment and Restatement. This Agreement amends, modifies, and restates, but does not satisfy or act as a novation of that certain Trademark Security Agreement dated as of March 7, 2017 between Grantor and Agent.

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

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[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TOY INVESTMENTS, INC., a Washington
corporation

By: 
Name: Bryan Nohr
Title: CFO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

CIBC BANK USA,
as Administrative Agent

By: 
Bradley R. Sprang
Its Managing Director

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

(i) Trademarks:

Description	Registration No.	Registration Date	Serial No.	Jurisdiction
NIGHTZONE	4967750	5-31-16	86680200	Federal
SUBBIES	4372538	7-23-13	85819878	Federal
SUBBUG	4391279	8-27-13	85802436	Federal
TOYSMITH	4189743	8-14-12	85484s086	Federal
TOYSMITH	4189663	8-14-12	85475730	Federal
PLAYGROUND CLASSICS	4114523	3-20-12	85375961	Federal
TOYSMITH	4090401	1-24-12	85332882	Federal
SPLASHY DASHERS BY TOYSMITH	4015249	8-23-11	85191539	Federal
SPRING RING	3969406	5-31-11	85090524	Federal
TOYSMITH	4058415	11-22-11	85090072	Federal
SUBBIES	3041435	1-10-06	78522510	Federal
DART BALL	4802882	9-1-15	86488557	Federal
NEATO!	5453498	4-24-18	87636917	Federal
PARTY IN A SNAP	5453501	4-24-18	87637080	Federal
NEATO!	5537291	8-7-18	87641187	Federal

(ii) Trademark Applications:

Description	Registration No.	Filing Date	Serial No.	Jurisdiction
PLAY.DELIVERED.	N/A	9-27-17	87625203	Federal
SPRING RING	N/A	4-4-18	87863746	Federal
LIGHT UP YOUR PLAY!	N/A	2-21-18	87806062	Federal
PLAY. DELIVERED.	N/A	8-14-18	88078126	Federal
TOYSMITH	N/A	8-14-18	88078133	Federal
TOYSMITH	N/A	8-14-18	88078136	Federal