

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM527427

<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>
TY INC.		06/07/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIFTH THIRD BANK		
<b>Street Address:</b>	222 S. Riverside Plaza		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Banking Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 66</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88017586	6 WAYS TO WEAR	
<b>Registration Number:</b>	5414188	ATTIC TREASURES	
<b>Registration Number:</b>	5351777	BABY TY	
<b>Registration Number:</b>	3073540	BASKET BEANIES	
<b>Serial Number:</b>	78061920	BEANI	
<b>Registration Number:</b>	2049196	BEANIE BABIES	
<b>Registration Number:</b>	2703368	BEANIE BABY	
<b>Registration Number:</b>	4272101	BEANIE BALLZ	
<b>Registration Number:</b>	5396599	BEANIE BOOS	
<b>Registration Number:</b>	5396600	BEANIE BOOS	
<b>Registration Number:</b>	2687702	BEANIE BUDDIES	
<b>Registration Number:</b>	2052465	BEANIE BUDDIES COLLECTION	
<b>Serial Number:</b>	75898828	BEANIE GREETINGS	
<b>Serial Number:</b>	75834804	BEANIE TRADE	
<b>Serial Number:</b>	75834803	BEANIE TRADE	
<b>Serial Number:</b>	75834805	BEANIE TRADE	
<b>Registration Number:</b>	3451670	BEANIES	
<b>Registration Number:</b>	5453912	CECIL	
<b>Serial Number:</b>	87941314	FLIPPABLES	

OP \$1665.00 88017586

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	4642683	FRIZZYS
<b>Registration Number:</b>	2250152	HALLOWEENIE BEANIES
<b>Registration Number:</b>	4054188	HOPE FOR JAPAN
<b>Registration Number:</b>	4050929	I LOVE JAPAN
<b>Registration Number:</b>	2255891	JINGLE BEANIES
<b>Registration Number:</b>	2304881	LOVE BIRD BUBBLES
<b>Registration Number:</b>	5347827	MINI BOOS
<b>Registration Number:</b>	4158693	MONSTAZ
<b>Registration Number:</b>	4161052	MONSTAZ
<b>Registration Number:</b>	2687700	ORIGINAL BEANIE BUDDY
<b>Registration Number:</b>	2687699	ORIGINAL BEANIE BUDDY
<b>Registration Number:</b>	4878754	PEEK-A-BOOS
<b>Registration Number:</b>	4878757	PEEK-A-BOOS
<b>Registration Number:</b>	2767929	PLUFFIES
<b>Serial Number:</b>	88151518	SEA SEQUINS
<b>Serial Number:</b>	77600985	TEENIE BEANIE BABIES
<b>Serial Number:</b>	77951579	TEENIE BEANIE BOOS
<b>Registration Number:</b>	5028625	TEENY TYS
<b>Registration Number:</b>	2080995	THE BEANIE BABIES COLLECTION
<b>Registration Number:</b>	5541177	THE BEANIE BOOS COLLECTION
<b>Registration Number:</b>	2118114	TY
<b>Registration Number:</b>	1722141	TY
<b>Registration Number:</b>	5347734	TY BABY
<b>Registration Number:</b>	4064611	TY BEANIE BALLZ
<b>Registration Number:</b>	2618633	TY CLASSIC
<b>Registration Number:</b>	2636165	TY CLASSIC
<b>Serial Number:</b>	87851977	TY CUDDLYS
<b>Serial Number:</b>	87834074	TY FASHION
<b>Serial Number:</b>	87851832	TY FASHION
<b>Serial Number:</b>	87979614	TY FASHION
<b>Serial Number:</b>	87942768	TY FLIPPABLES
<b>Serial Number:</b>	88019018	TY FLIPPABLES
<b>Registration Number:</b>	5657171	TY GEAR
<b>Serial Number:</b>	75888191	TY ORIGINAL BEANIE BUDDY
<b>Serial Number:</b>	87793643	TY PONY'S
<b>Registration Number:</b>	4624350	TY SPARKLE
<b>Registration Number:</b>	4499538	TY SPARKLE
<b>Registration Number:</b>	2844591	TY STORE

Property Type	Number	Word Mark
Registration Number:	2457875	TYLON
Registration Number:	2686505	TYSILK
Registration Number:	2686504	TYSILK
Registration Number:	3108236	VALENTEENIES
Registration Number:	5251240	VELVETY
Registration Number:	5251239	VELVETY
Registration Number:	5313002	VOTE
Registration Number:	4026186	WILD WILD BEST
Registration Number:	3232298	XCELIOR COMMUNICATIONS

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 312 849 8120  
**Email:** edavenport@mcguirewoods.com  
**Correspondent Name:** Sai Yarramalla, McGuireWoods LLP  
**Address Line 1:** 77 West Wacker Drive  
**Address Line 4:** Chicago, ILLINOIS 60601-1818

<b>NAME OF SUBMITTER:</b>	Sai Yarramalla
<b>SIGNATURE:</b>	/Sai Yarramalla/
<b>DATE SIGNED:</b>	06/12/2019

**Total Attachments: 8**  
source=Ty - Grant of Security Interest in Trademarks and Patents EXECUTED#page1.tif  
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## GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, TY INC., a Delaware corporation (“**Grantor**”), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, FIFTH THIRD BANK, an Ohio Banking Corporation (the “**Grantee**”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications set forth on Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Loan and Security Agreement, dated as of June 7, 2019, by and between the Grantor, Ty Canada LLC, a Delaware limited liability company, Ty Trade LLC, a Delaware limited liability company, and the Grantee (as amended from time to time, the “**Loan Agreement**”), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the “**Marks**”) set forth on Schedule A attached hereto, (ii) the patents and patent applications (the “**Patents**”) set forth on Schedule B attached hereto, in each case together with (iii) all proceeds of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Loan Agreement) of the Grantor and shall be effective as of the date of the Loan Agreement.

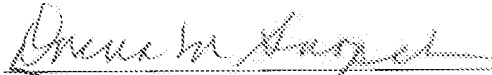
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

This Grant of Security Interest shall be delivered and accepted in and shall be deemed to be a contract made under and governed by the internal laws of the State of Illinois (but giving effect to federal laws applicable to national banks) applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

*[signature page to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Loan and Security Agreement.

**GRANTOR:**  
**TY INC.,**  
a Delaware corporation

By:   
Name: DONNA M. SWOPEK  
Title: VICE PRESIDENT

**GRANTEE:**  
**FIFTH THIRD BANK,**  
an Ohio banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

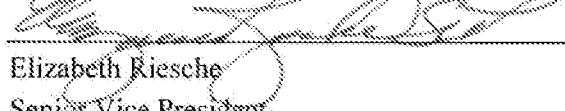
IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Loan and Security Agreement.

**GRANTOR:**  
**TY INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTEE:**

**FIFTH THIRD BANK,**  
an Ohio banking corporation

By:   
Name: Elizabeth Kiese  
Title: Senior Vice President

Signature Page Grant of Security Interest in Trademarks and Patents

113341335

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he is the \_\_\_\_\_ of TY INC., a Delaware corporation, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF IL )  
COUNTY OF COOK )

On this 6<sup>th</sup> day of June, 2019, before me personally came Elizabeth Riesche, to me known, who, being by me duly sworn did depose and say that she is a Senior Vice President of FIFTH THIRD BANK, an Ohio Banking Corporation, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public Deborah A. Grygiel  
My Commission Expires: 8-17-2020





**Schedule A - Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Application Number</b>	<b>Registration Number</b>
6 WAYS TO WEAR (stylized and/or with design)	United States	88017586	
ATTIC TREASURES	United States	87302437	5414188
BABY TY	United States	87199855	5351777
BASKET BEANIES	United States	78603666	3073540
BEANI	United States	78061920	
BEANIE BABIES	United States	75111520	2049196
BEANIE BABY	United States	75564544	2703368
BEANIE BALLZ	United States	85632603	4272101
BEANIE BOOS	United States	77718462	5396599
BEANIE BOOS	United States	77730424	5396600
BEANIE BUDDIES	United States	75566645	2687702
BEANIE BUDDIES COLLECTION	United States	75077810	2052465
BEANIE GREETINGS	United States	75898828	
BEANIE TRADE	United States	75834804	
BEANIE TRADE	United States	75834803	
BEANIE TRADE	United States	75834805	
BEANIES	United States	75316377	3451670
CECIL	United States	86709963	5453912
FLIPPABLES	United States	87941314	
FRIZZYS	United States	86228310	4642683
HALLOWEENIE BEANIES	United States	75253004	2250152
HOPE FOR JAPAN	United States	85270689	4054188
I LOVE JAPAN	United States	85275443	4050929
JINGLE BEANIES	United States	75253002	2255891
LOVE BIRD BUBBLES	United States	75519750	2304881
MINI BOOS	United States	87335333	5347827
MONSTAZ	United States	85252045	4158693
MONSTAZ	United States	85454202	4161052
ORIGINAL BEANIE BUDDY	United States	75561576	2687700
ORIGINAL BEANIE BUDDY	United States	75561543	2687699
PEEK-A-BOOS	United States	86590854	4878754
PEEK-A-BOOS Logo	United States	86591091	4878757
PLUFFIES	United States	76405646	2767929
SEA SEQUINS	United States	88151518	
TEENIE BEANIE BABIES	United States	77600985	
TEENIE BEANIE BOOS	United States	77951579	
TEENY TYS	United States	86806243	5028625
THE BEANIE BABIES COLLECTION	United States	75064972	2080995

THE BEANIE BOOS COLLECTION	United States	85000766	5541177
TY	United States	75241729	2118114
TY (Heart Design)	United States	74017526	1722141
TY BABY (Stylized & inside inside the Ty heart Logo)	United States	87282782	5347734
TY BEANIE BALLZ	United States	85171242	4064611
TY CLASSIC	United States	75888194	2618633
TY CLASSIC (Heart Design)	United States	75888192	2636165
TY CUDDLYS	United States	87851977	
TY FASHION	United States	87834074	
TY FASHION (Stylized/Design)	United States	87851832	
TY FASHION (Stylized/Design)	United States	87979614	
TY FLIPPABLES	United States	87942768	
TY FLIPPABLES (stylized and/or with design)	United States	88019018	
TY GEAR	United States	87654108	5657171
TY ORIGINAL BEANIE BUDDY & Heart Design	United States	75888191	
TY PONY'S	United States	87793643	
TY SPARKLE	United States	86216365	4624350
TY SPARKLE	United States	85921555	4499538
TY STORE	United States	76526585	2844591
TYLON	United States	75562390	2457875
TYSILK	United States	76416599	2686505
TYSILK	United States	76416598	2686504
VALENTEENIES	United States	78692862	3108236
VELVETY (Stylized)	United States	87293412	5251240
VELVETY (Stylized)	United States	87293383	5251239
VOTE	United States	87131796	5313002
WILD WILD BEST	United States	85248021	4026186
XCELIOR COMMUNICATIONS	United States	77019936	3232298

Schedule B – Patents

ASSIGNEE	SERIAL #	FILING DATE	PATENT #	GRANT DATE	TITLE
<b>Ty Inc.</b> <b>(Westmont, IL)</b>	11/653,554	January 16, 2007	7,591,704	September 22, 2009	Cloth doll head and a method for making same
<b>Ty Inc.</b> <b>(Westmont, IL)</b>	11786591	Apr 12, 2007	None		PVC fibers and method of manufacture