

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565918

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Amendment No. 1 to Trademark Security Agreement
RESUBMIT DOCUMENT ID:	900538250

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PLAYMONSTER LLC		11/08/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	10 South Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	4978151	ACTION PLATES
Registration Number:	4720356	CYCLEX
Serial Number:	87519615	FANTASTIC FLOWERS
Registration Number:	4729330	FASHION PLATES
Serial Number:	88419192	FORT BLOX
Serial Number:	88419166	FUZZOODLES
Registration Number:	5547329	FUZZY-FELT
Registration Number:	5351981	HYPNOGIZMO
Serial Number:	87009395	LATCHKITS
Registration Number:	5629883	LATCHKITS
Serial Number:	88478213	LETRASET
Serial Number:	87056750	MIGHTY MEN AND MONSTER MAKER
Serial Number:	87428597	MIXTRUMENTS
Serial Number:	87009469	PADZOOKS
Registration Number:	5246762	POPOIDS
Serial Number:	87418723	REFLECT-A-SKETCH
Registration Number:	5769976	ROMPER ROOM
Registration Number:	5242554	ROMPER ROOM

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87056716	ROMPER STOMPERS
Registration Number:	5097232	ROTODRAW
Serial Number:	88351946	RUB-N-COLOR
Serial Number:	87057416	SKEDOODLE
Serial Number:	87418686	SKETCH-A-GRAPH
Serial Number:	87056639	SPEAK AND SPELL
Registration Number:	5709421	STITCHKITS
Serial Number:	87057436	TWIRLOGRAPH
Registration Number:	5770089	WATERFULS
Serial Number:	87194062	WONDERFUL WATERFULS
Registration Number:	5823242	Y'ART
Serial Number:	87199066	PRESTOMAGIX

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: 800-713-0755
Email: Ted.mulligan@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Humza Moinuddin
SIGNATURE:	/humza moinuddin/
DATE SIGNED:	03/09/2020

Total Attachments: 8

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AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this “Amendment”), made as of November 8, 2019, by and among PLAYMONSTER LLC, a Delaware limited liability company (“PlayMonster”), ROOMINATE, LLC, a Delaware limited liability company (“Roominate”, and together with PlayMonster, each, a “Grantor” and individually and collectively, jointly and severally, the “Grantors”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Grantors and Agent are parties to the Trademark Security Agreement, dated as of November 16, 2018 and recorded with the United States Patent and Trademark Office on November 16, 2018 at Reel/Frame 6483/0569 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, each Grantor has, among other things, granted to Agent a security interest in all present and future Trademarks and Trademark applications of such Grantor, together with certain related assets, and has agreed to execute and deliver to Agent all agreements and documents as requested by Agent to evidence the security interests of Agent therein;

WHEREAS, PlayMonster has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the additional trademarks, trade names, trade styles, terms, service marks, designs and applications therefor and internet domain names registered or filed with the United States Patent and Trademark Office described in Schedule I hereto and made a part hereof (collectively, the “Additional Trademarks”); and

WHEREAS, PlayMonster is obligated to grant a security interest in and pledge all such Additional Trademarks and Additional Trademark Collateral (as hereinafter defined) to Agent, as provided by the terms and conditions of the Trademark Security Agreement;

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

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Trademark Collateral otherwise described in the Trademark Security Agreement, Schedule I to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the additional Trademark Collateral consisting of the Additional Trademarks and other Trademark Collateral related thereto (such Additional Trademarks and Trademark Collateral related thereto being referred to herein as the “Additional Trademark Collateral”).

(b) All references to the term “Trademark Collateral” in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademark Collateral and the other assets described in Section 2 of this Amendment.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Agent set forth in Section 2 of the Trademark Security Agreement or any other provisions thereof, each Grantor hereby confirms, reaffirms and restates the prior grant of Trademark Collateral to Agent, and PlayMonster hereby grants to Agent a continuing security interest in and a general lien upon the Additional Trademark Collateral.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademark Collateral set forth in the Trademark Security Agreement shall apply to the Additional Trademark Collateral and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Trademark Security Agreement, the term or provision of this Amendment shall control. This Amendment and the Trademark Security Agreement shall be read and construed as one agreement.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

GRANTORS:

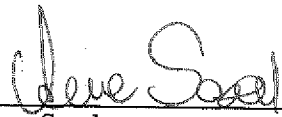
PLAYMONSTER LLC

By: 
Name: Dominic Grisanzio
Title: Chief Financial Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: Anne Sasal
Title: Vice President

[Signature Page to Amendment No. 1 to Trademark Security Agreement (PlayMonster)]

TRADEMARK
REEL: 006885 FRAME: 0426

SCHEDULE 1
TO
AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

Additional Trademarks

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country/ State
Y'ART	AN: 2025288	February 22, 2019		Australia (designated country of Int'l reg. no. 1478514)
SPEAK & SPELL	AN: 1902610	June 5, 2018		Canada
Y'ART	AN: 1941531	January 18, 2019		Canada
Y'ART	RN: 1465212		January 21, 2019	International – Madrid, designating the following countries: European Union and United Kingdom
Y'Art	RN: 1478514		February 22, 2019	International – Madrid designating the following countries: Australia and New Zealand
ACTION PLATES	RN: 4978151 SN: 86821273	November 16, 2015	June 14, 2016	U.S.
CYCLEX	RN: 4720356 SN: 86388557	September 8, 2014	April 14, 2015	U.S.
FANTASTIC FLOWERS	SN: 87519615	July 7, 2017		U.S.
FASHION PLATES	RN: 4729330 SN: 85897733	April 8, 2013	April 28, 2015	U.S.
FORT BLOX	SN: 88419192	May 7, 2019		U.S.
FUZZOODLES	SN: 88419166	May 7, 2019		U.S.
FUZZY-FELT	RN: 5547329 SN: 87580434	August 23, 2017	August 21, 2018	U.S.

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country/ State
HYPNOGIZMO	RN: 5351981 SN: 87293311	January 9, 2017	December 5, 2017	U.S.
LATCHKITS	SN: 87009395	April 21, 2016		U.S.
LATCHKITS	RN: 5629883 SN: 88031242	July 10, 2018	December 11, 2018	U.S.
LETRASET	SN: 88478213	June 18, 2019		U.S.
MIGHTY MEN AND MONSTER MAKER	SN: 87056750	June 1, 2016		U.S.
MIXTRUMENTS	SN: 87428597	April 27, 2017		U.S.
PADZOOKS	SN: 87009469	April 21, 2016		U.S.
POPOIDS	RN: 5246762 SN: 86387929	September 8, 2014	July 18, 2017	U.S.
PRESTOMAGIX	SN: 87199066	October 11, 2016		U.S.
REFLECT-A-SKETCH	SN: 87418723	April 20, 2017		U.S.
ROMPER ROOM	RN: 5769976 SN: 86759598	September 17, 2015	June 4, 2019	U.S.
ROMPER ROOM	RN: 5242554 SN: 86982489	September 17, 2015	July 11, 2017	U.S.
ROMPER STOMPERS	SN: 87056716	June 1, 2016		U.S.
ROTODRAW	RN: 5097232 SN: 86914906	February 22, 2016	December 6, 2016	U.S.
RUB-N-COLOR	SN: 88351946	March 22, 2019		U.S.

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country/ State
SKEDOODLE	SN: 87057416	June 2, 2016		U.S.
SKETCH-A-GRAPH	SN: 87418686	April 20, 2017		U.S.
SPEAK AND SPELL	SN: 87056639	June 1, 2016		U.S.
STITCHKITS	RN: 5709421 SN: 88069825	August 8, 2018	March 26, 2019	U.S.
TWIRLOGRAPH	SN: 87057436	June 2, 2016		U.S.
WATERFULS	RN: 5770089 SN: 87194039	October 5, 2016	June 4, 2019	U.S.
WONDERFUL WATERFULS	SN: 87194062	October 5, 2016		U.S.
Y'ART	RN: 5823242 SN: 88078829	August 15, 2018	July 30, 2019	U.S.