

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM720739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLAYMONSTER GROUP, LLC		03/18/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Adams Street Credit Advisors LP		
Street Address:	600 5th Avenue, 20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 95			
Property Type	Number	Word Mark	
Registration Number:	3846453	5 SECOND RULE	
Registration Number:	4978151	ACTION PLATES	
Registration Number:	5532718	ANN WILLIAMS	
Registration Number:	5808337	AQUA DIVER	
Registration Number:	5199780	AUTOMOBLOX	
Registration Number:	5545389	BRAIN FART	
Registration Number:	6229088	BREAK IN	
Registration Number:	6054901	BRITEBRUSH	
Registration Number:	5757177	BUBBIMALS	
Registration Number:	2776634	BUZZWORD	
Registration Number:	4864637	CHEESE DIP	
Registration Number:	5214663	CRAFT CRUSH	
Registration Number:	5121851	CRAFT TASTIC	
Registration Number:	4786609	CRAFT-TASTIC	
Registration Number:	4720356	CYCLEX	
Registration Number:	5393083	DICTITIOUS	
Registration Number:	5360171	DON'T ROCK THE BOAT	
Registration Number:	6310981	DRONE HOME	
Registration Number:	5889089	FACE PAINTOOS	

CH \$2390.00 3846453

Property Type	Number	Word Mark
Registration Number:	6169683	FANTASTIC FLOWERS
Registration Number:	4563450	FARKLE FLIP
Registration Number:	4032573	FARKLE FRENZY
Registration Number:	4346941	FARKLE NANO
Registration Number:	4137725	FARKLE THE CLASSIC DICE-ROLLING, RISK-TA
Registration Number:	4729330	FASHION PLATES
Registration Number:	6440887	FASHION PLATES
Registration Number:	5957439	FULL CIRCLE
Registration Number:	6065689	FUZZIKINS
Registration Number:	5547329	FUZZY-FELT
Registration Number:	4999771	GLOW TO SLEEP
Registration Number:	5957438	GOO ON MY SHOE
Registration Number:	5088502	GRABOLO
Registration Number:	5351981	HYPNOGIZMO
Registration Number:	2867815	IMPERIAL
Registration Number:	5034036	IP INTERPLAY
Registration Number:	5197234	JUBALLEES
Registration Number:	4816152	KID O
Registration Number:	5927208	KISS MY BASS
Registration Number:	4041869	KNOW IT OR BLOW IT
Registration Number:	5629883	LATCHKITS
Registration Number:	1519949	LAURI
Registration Number:	4116049	LOOPDEDOO
Registration Number:	4721462	LOOPDELOOM
Registration Number:	4245795	MAGNATAB
Registration Number:	5291815	MARBLEOCITY
Registration Number:	5945200	MELTDOWN
Registration Number:	4423019	MIRARI
Registration Number:	6439835	MY FAIRY GARDEN
Registration Number:	5087653	MY FAIRY GARDEN
Registration Number:	5638289	MYLAND
Registration Number:	5586718	MYLAND
Registration Number:	4318034	MYPAD
Registration Number:	4577674	MYPHONE
Registration Number:	4735400	OK TO WAKE!
Registration Number:	5783182	ORANGUTWANG
Registration Number:	5504967	PASS THE PUP
Registration Number:	6603621	PLAY TOGETHER GAMES

Property Type	Number	Word Mark
Registration Number:	5177785	PLAYMONSTER
Registration Number:	4419881	POP! POP! PIANO
Registration Number:	5088468	POPALOTSY
Registration Number:	6640297	POP-A-TOPS
Registration Number:	5246762	POPOIDS
Registration Number:	5183378	QWITCH
Registration Number:	5510040	RELATIVE INSANITY
Registration Number:	5242554	ROMPER ROOM
Registration Number:	5769976	ROMPER ROOM
Registration Number:	4371048	ROOMINATE
Registration Number:	5097232	ROTODRAW
Registration Number:	4864636	SMART START
Registration Number:	4864638	SPARKY
Registration Number:	5897503	SPEAK AND SPELL
Registration Number:	5957413	SPINTENSITY
Registration Number:	6065682	STACKTOPUS
Registration Number:	6335997	STICKER & CHILL
Registration Number:	5931246	STINKY PIG
Registration Number:	5709421	STITCHKITS
Registration Number:	2747288	SWAP!
Registration Number:	4735398	TEACH ME TIME!
Registration Number:	4558176	TECHNOKIT
Registration Number:	5869945	THE ISLAND OF EL DORADO
Registration Number:	5957368	THE THIEVES OF EL DORADO
Registration Number:	5319970	TINKINEER
Registration Number:	2958708	TOSS UP!
Registration Number:	6228935	TRAILZ
Registration Number:	5826946	ULTRA DASH
Registration Number:	4740394	UTTER NONSENSE
Registration Number:	5770089	WATERFULS
Registration Number:	5757741	WHAT'S YOURS LIKE?
Registration Number:	6228696	WINDWARD
Registration Number:	2773503	WOOLY WILLY
Registration Number:	3917926	WORD SHOUT
Registration Number:	5823242	Y'ART
Registration Number:	5881519	YETI FORGETTI
Registration Number:	4864632	YETI IN MY SPAGHETTI
Registration Number:	5633055	YETI, SET, GO!

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: 415-591-1000**Email:** TrademarksSF@winston.com**Correspondent Name:** Becky Troutman**Address Line 1:** 101 California Street**Address Line 4:** San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman
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SIGNATURE:	/Becky L. Troutman/
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DATE SIGNED:	04/12/2022
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 18, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Adams Street Credit Advisors LP (“Adams Street”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 24, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PlayMonster Holdings Group LLC, a Delaware limited partnership (“Holdings”), PlayMonster Group LLC, a Delaware limited liability company (the “Borrower”), the other Guarantors from time to time party thereto, the Lenders from time to time party thereto and Adams Street, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date with the Credit Agreement in favor of the Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. DEFINED TERMS.

Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Each 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 such Grantor, hereby pledges to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, but excluding all Excluded Property (the “Trademark Collateral”):

(a) all of its Trademarks (as defined in the Credit Agreement) (but excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Alleged Use” with respect thereto), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. GUARANTY AND SECURITY AGREEMENT.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

SECTION 4. GRANTOR REMAINS LIABLE.

Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

SECTION 5. TERMINATION.

This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. COUNTERPARTS.

This Trademark Security 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. Delivery of an executed

signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 7. GOVERNING LAW.

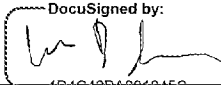
The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, its validity, interpretation, construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

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

Very truly yours,

PLAYMONSTER GROUP LLC, as Grantor

By:  _____
Name: William B. Sacher
Title: Co-President

Acknowledged and Agreed as of the
date first above written:

ADAMS STREET CREDIT ADVISORS LP, as Agent

By: Adams Street Credit Advisors GP LLC, its general partner

By: Adams Street Partners, LLC, its member

By:
Name: William B. Sacher
Title: Partner

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

5 SECOND RULE	US	Registered	77850326	3846453
ACTION PLATES	US	Registered	86821273	4978151
ANN WILLIAMS	US	Registered	87226253	5532718
AQUA DIVER	US	Registered	88026280	5808337
AUTOMOBLOX	US	Registered	87195408	5199780
BRAIN FART	US	Registered	87760238	5545389
BREAK IN	US	Registered	88508270	6229088
BRIGHTBRUSH	US	Registered	88463119	6054901
BUBBIMALS	US	Registered	88149218	5757177
BUZZWORD	US	Registered	76397384	2776634
CHEESE DIP	US	Registered	86562997	4864637
CRAFT CRUSH	US	Registered	86755701	5214663
CRAFT TASTIC & Design	US	Registered	86748085	5121851
CRAFT-TASTIC	US	Registered	86129735	4786609
CYCLEX	US	Registered	86388557	4720356
DICTITIOUS	US	Registered	87535644	5393083
DON'T ROCK THE BOAT	US	Registered	87554469	5360171
DRONE HOME	US	Registered	90033039	6310981
FACE PAINTOOS	US	Registered	88286079	5889089
FANTASTIC FLOWERS	US	Registered	87519615	6169683
FARKLE FLIP	US	Registered	86118670	4563450
FARKLE FRENZY	US	Registered	85088895	4032573
FARKLE NANO	US	Registered	85831087	4346941
FARKLE THE CLASSIC DICE-ROLLING RISK-TAKING GAME and Design	US	Registered	85264185	4137725
FASHION PLATES	US	Registered	85897733	4729330
FASHION PLATES (Principal Register)	US	Registered	90356433	6440887
FULL CIRCLE	US	Registered	88275009	5957439
FUZZIKINS	US	Registered	88442648	6065689
FUZZY-FELT	US	Registered	87580434	5547329
GLOW TO SLEEP	US	Registered	86647858	4999771
GOO ON MY SHOE	US	Registered	88274952	5957438
GRABOLO	US	Registered	86967312	5088502
HYPNOGIZMO	US	Registered	87293311	5351981

IMPERIAL	US	Registered	78158154	2867815
IP INTERPLAY and Design	US	Registered	85970474	5034036
JUBALLEES	US	Registered	87056354	5197234
KID O	US	Registered	86361755	4816152
KISS MY BASS	US	Registered	87694714	5927208
KNOW IT OR BLOW IT	US	Registered	85271985	4041869
LATCHKITS	US	Registered	88031242	5629883
LAURI	US	Registered	73713623	1519949
LOOPDEDOO	US	Registered	85215615	4116049
LOOPDELOOM	US	Registered	86235142	4721462
MAGNATAB	US	Registered	85595954	4245795
MARBLEOCITY	US	Registered	86863257	5291815
MELTDOWN	US	Registered	88026273	5945200
MIRARI	US	Registered	85763588	4423019
MY FAIRY GARDEN	US	Registered	90301347	6439835
MY FAIRY GARDEN and Design	US	Registered	86686865	5087653
MYLAND	US	Registered	86845072	5638289
MYLAND and Design	US	Registered	87084735	5586718
MYPAD	US	Registered	85446909	4318034
MYPHONE	US	Registered	86118634	4577674
OK TO WAKE!	US	Registered	86471416	4735400
ORANGUTWANG	US	Registered	87903421	5783182
PASS THE PUP	US	Registered	87711655	5504967
PLAY TOGETHER GAMES	US	Registered	88839398	6603621
PLAYMONSTER	US	Registered	86897854	5177785
POP! POP! PIANO	US	Registered	85796340	4419881
POPALOTSY	US	Registered	86926232	5088468
POP-A-TOPS	US	Registered	90037044	6640297
POPOIDS	US	Registered	86387929	5246762
QWITCH	US	Registered	87037830	5183378
RELATIVE INSANITY	US	Registered	87648044	5510040
ROMPER ROOM	US	Registered	86982489	5242554
ROMPER ROOM	US	Registered	86759598	5769976
ROOMINATE	US	Registered	85682299	4371048
ROTODRAW	US	Registered	86914906	5097232
SMART START	US	Registered	86562987	4864636
SPARKY	US	Registered	86563028	4864638
SPEAK AND SPELL	US	Registered	87056639	5897503
SPINTENSITY	US	Registered	88265261	5957413
STACKTOPUS	US	Registered	88439577	6065682
STICKER & CHILL	US	Registered	88644210	6335997

STINKY PIG	US	Registered	88442653	5931246
STITCHKITS	US	Registered	88069825	5709421
SWAP!	US	Registered	78153626	2747288
TEACH ME TIME!	US	Registered	86471380	4735398
TECHNOKIT	US	Registered	85637401	4558176
THE ISLAND OF EL DORADO	US	Registered	88249869	5869945
THE THIEVES OF EL DORADO	US	Registered	88249883	5957368
TINKINEER	US	Registered	86863254	5319970
TOSS UP!	US	Registered	78363610	2958708
TRAILZ	US	Registered	88439603	6228935
ULTRA DASH	US	Registered	88265980	5826946
UTTER NONSENSE	US	Registered	86210044	4740394
WATERFULS	US	Registered	87194039	5770089
WHAT'S YOURS LIKE?	US	Registered	88169261	5757741
WINDWARD	US	Registered	88265278	6228696
WOOLY WILLY	US	Registered	76483076	2773503
WORD SHOUT	US	Registered	77868618	3917926
Y'ART	US	Registered	88078829	5823242
YETI FORGETTI	US	Registered	88274989	5881519
YETI IN MY SPAGHETTI	US	Registered	86561401	4864632
YETI, SET, GO!	US	Registered	88026338	5633055