

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2999119

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BENDON, INC. (FORMERLY KNOWN AS BENDON PUBLISHING INTERNATIONAL, INC.)	08/04/2014
RECEIVING PARTY DATA	
Name:	U.S. BANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	800 NICOLLET MALL
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	D537876
Patent Number:	D530371
Patent Number:	D529958
Patent Number:	D523080
Application Number:	62017598
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<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:	214-981-3483
Email:	dclark@sidley.com
Correspondent Name:	DUSAN CLARK, ESQ.
Address Line 1:	SIDLEY AUSTIN LLP
Address Line 2:	2001 ROSS AVENUE, SUITE 3600
Address Line 4:	DALLAS, TEXAS 75201
ATTORNEY DOCKET NUMBER:	40106-30320
NAME OF SUBMITTER:	DUSAN CLARK
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	08/27/2014
Total Attachments: 4	

source=Bendon Patent#page1.tif

source=Bendon Patent#page2.tif

source=Bendon Patent#page3.tif

source=Bendon Patent#page4.tif

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of August 4, 2014 by and from BENDON, INC. (formerly known as Bendon Publishing International, Inc.), a Delaware corporation (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Holders of Secured Obligations (as defined in the Security Agreement referenced below) (in such capacity, "Grantee").

WHEREAS, the Grantor, the Lenders and Grantee have entered into an Amended and Restated Credit Agreement, dated as of August 2, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor has entered into a Pledge and Security Agreement dated as of February 29, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the patents as listed on Exhibit A attached hereto (the "Patents"), which Patents are pending or registered with the United States Patent and Trademark Office.

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations as defined in the Security Agreement), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing confirming the release of the security interest in the Patents acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of such Patents and (3) all causes of action

arising prior to or after the date hereof for infringement of such Patents or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant 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.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

BENDON, INC. (formerly known as Bendon Publishing International, Inc.)

By: 

Name:

Title:

Irina I. Krasik

Vice President

Confirmatory Grant of Security Interest In United States Patents

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

Exhibit A - SCHEDULE OF PATENTS

29221810/D537876	Bendon Publishing International, Inc. (by assignment from Artistic Studios, Inc.)	USA	01/21/2005	Children's Activity Set and Lap Desk
29221852/D530371	Bendon Publishing International, Inc. (by assignment from Artistic Studios, Inc.)	USA	01/21/2005	Children's Activity Set and Lap Desk
29222738/D529958	Bendon Publishing International, Inc. (by assignment from Artistic Studios, Inc.)	USA	02/03/2005	Children's Fun Board Set
29215257/D523080	Bendon Publishing International, Inc. (by assignment from Artistic Studios, Inc.)	USA	10/15/2004	Children's Activity Set
62017598	Bendon Publishing International, Inc.	USA	6/26/14	Rapid Pop-Up Collapsible Drawing Easel