

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3360855

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
IMPERIAL TOY LLC		05/19/2015
RECEIVING PARTY DATA		
Name:	CITIBANK, N.A., AS AGENT	
Street Address:	ONE COURT SQUARE, 34TH FLOOR	
City:	LONG ISLAND CITY	
State/Country:	NEW YORK	
Postal Code:	11120	
PROPERTY NUMBERS Total: 33		
Property Type	Number	
Application Number:	14183464	
Application Number:	13842870	
Patent Number:	8960172	
Patent Number:	8654422	
Patent Number:	8262430	
Patent Number:	D665671	
Patent Number:	D640753	
Patent Number:	D640752	
Patent Number:	D637240	
Patent Number:	7909673	
Patent Number:	D630258	
Patent Number:	7789729	
Patent Number:	D608847	
Patent Number:	D600290	
Patent Number:	7470165	
Patent Number:	D576689	
Patent Number:	D556591	
Patent Number:	D537483	
Patent Number:	D524878	
Patent Number:	D524877	

PATENT

Property Type	Number
Patent Number:	5613890
Patent Number:	RE37616
Patent Number:	5680853
Patent Number:	5697828
Patent Number:	D428067
Patent Number:	5498191
Patent Number:	5660159
Application Number:	13374508
Application Number:	12898561
Application Number:	12898545
Application Number:	12730134
Application Number:	11932475
Application Number:	11234569

CORRESPONDENCE DATA

Fax Number: (312)863-7806

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: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: NANCY BROUGHER, PARALEGAL

Address Line 1: GOLDBERG KOHN LTD.

Address Line 2: 55 EAST MONROE STREET, SUITE 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	2142.013
NAME OF SUBMITTER:	NANCY BROUGHER
SIGNATURE:	/njb/
DATE SIGNED:	05/20/2015

Total Attachments: 6

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SECURITY AGREEMENT (PATENTS)

THIS SECURITY AGREEMENT (PATENTS) (the "Agreement"), dated as of May 19, 2015, made by the undersigned, IMPERIAL TOY LLC, a California limited liability company (the "Company"), to and in favor of CITIBANK, N.A. (in such capacity, together with its successors and assigns in such capacity, "Agent"), pursuant to a certain Loan and Security Agreement, dated of even date herewith, between the Company (identified as the "Borrower" therein) and Agent (as it may be amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms used herein, but not expressly defined herein, shall have the meanings given to such terms in the Loan Agreement.

WITNESSETH:

RECITALS.

- A. The Company owns certain patents which are registered in, or applications for registration which have been filed in, the United States Patent and Trademark Office, and rights under certain Patent Licenses, all as more fully described on Schedule I attached hereto and by reference made part hereof; and
- B. The Agent proposes to make certain loans to the Company pursuant to the Loan Agreement; and
- C. Pursuant to the Loan Agreement, the Company has granted to the Agent a security interest in the property described as Collateral (as herein defined), including, without limitation, all of the Company's Patents (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, all as security for all of the Obligations; and
- D. As a condition precedent to the extension of such financial accommodations pursuant to the Loan Agreement and in furtherance of the Loan Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Agent has required that the Company grant to the Agent a security interest in the Collateral;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Patents" means all of the following: (i) all patents now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon,

(iii) all renewals thereof, (iii) all proceeds of the foregoing, and (iv) all of the Company's rights corresponding thereto throughout the world.

2. As security for all of the Obligations, the Company hereby hereby unconditionally grants, assigns, and pledges to Agent, to secure the Obligations, a continuing security interest in all of its right, title and interest in, to and under the following (collectively, the "Collateral"):

- (a) each Patent now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located and the goodwill of the business of the Company relating thereto or represented thereby, including, without limitation, each Patent referred to in Schedule I hereto; and

- (b) all income, royalties, rights to receive license fees and other compensation, damages, proceeds and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and any claim of the Company against third parties for past, present or future infringements or dilutions of any Patent, including, without limitation, any Patent referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the security interest set forth above shall not be effective as a transfer of title to the Collateral unless and until the Agent exercises the rights and remedies accorded to it under the Loan Agreement and by law with respect to the realization upon its security interest in the Collateral, and until such time the Company shall own, and may use and enjoy the Collateral in connection with its business operations, and exercise all incidents of ownership, including, without limitation, granting licenses thereof in the ordinary course of business and enforcement of its rights and remedies with respect to the Collateral, but with respect to all Collateral being used in the Company's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Collateral.

3. This Agreement and the security interests created hereby secure the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Company, to Agent or any Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Event involving the Company.
4. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Agent, pursuant to the Loan Agreement. The Company hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interests granted in the Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Loan Agreement, the terms of the Loan Agreement shall prevail.
5. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Collateral and the rights and remedies of the Agent with respect to the security interest in and collateral assignment of the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. This Agreement shall terminate upon termination of the Loan Agreement. At any time and from time to time prior to such termination, the Agent may terminate its security interest in or reconvey to the Company any rights with respect to any or all of the Collateral. Upon termination of this Agreement and following a request from the Company, the Agent shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in the reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Collateral which may have been made by the Agent pursuant hereto or pursuant to the Loan Agreement.
7. If at any time before the termination of this Agreement in accordance with Section 4, the Company shall obtain or acquire rights to any new Patent, the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Loan Agreement with respect to such new Patent, and give prompt notice in writing to the Agent with respect to any such new Patent or renewal or extension of any Patent registration. The Company authorizes the Agent to unilaterally modify this Agreement by amending Schedule 1 to include any future Collateral or Patents covered by Section 2 or by this Section 7. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
8. The Company further agrees that (a) the Agent shall not have any obligation or responsibility to protect or defend the Collateral and the Company shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Loan Agreement, (b) the Company shall forthwith advise the Agent promptly in writing upon detection of infringements of any of the Collateral being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Agent may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Agent for all expenses, including reasonable attorneys' fees, incurred by the Agent in protecting, defending and maintaining the Collateral.
9. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.
10. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 11.13 TO 11.16 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.
11. The Company waives notice of acceptance of this Agreement by the Agent.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.

IMPERIAL TOY LLC,
a California limited liability company,

By:  _____

Name: Peter Tiger

Title: Co-President

SCHEDULE I

REGISTERED U.S. PATENTS

Patent	Application Number	Patent Number	Issue Date
Holographic bubble generating system	14/183464	NA	02/18/14 [File Date]
Launchable projectiles and launchers for the same	13/842870	NA	03/15/13 [File Date]
Projectile launching device	13/343660	8,960,172	02/24/15
Holographic bubble generating system	12/898539	8,654,422	02/18/14
Animal shaped punch toy	11/491430	8,262,430	09/11/12
Bubble solution bottle	29/379640	D665,671	08/21/12
Pig shaped bubble blower	29/289328	D640,753	06/28/11
Dinosaur shaped bubble blower	29/289322	D640,752	06/28/11
Cow shaped bubble blower	29/289320	D637,240	05/03/11
Bubble maker	12/344136	7,909,673	03/22/11
Dog shaped bubble blower	29/270817	D630,258	01/04/11
Toy shotgun	11/772611	7,789,729	09/07/10
Clear belly for an animal shaped toy	29/325796	D608,847	01/26/10
Portion of a container	29/296969	D600,290	09/15/09
Bubble maker	11/473942	7,470,165	06/23/06
Rat throwing disc	29/271711	D576,689	09/09/08
Bubble bottle	29/224500	D556,591	12/04/07
Paddle ball	29/239954	D537,483	02/27/07
Yoyo	29/239941	D524,878	07/11/06
Throwing disc	29/239955	D524,877	07/11/06
Motorized bubble making and propelling toy gun with lateral wiper	08/541309	5613890	03/25/97
Projectile discharge apparatus	08/778059	RE37616	04/02/02
Projectile launching apparatus	08/657825	5680853	06/03/96
Toy coin bank with audio signal	08/617294	5,697,828 EXPIRED as of 01/22/02	12/16/97
Bubble making toy container	29/113610	D428,067 EXPIRED	07/11/00
Bubble producing toy	08/391104	5498191 EXPIRED	03/12/96
Airgun with rotary actuator	08/388399	5660159 EXPIRED	08/26/97
Chemiluminescent system	13/374508 Abandoned as of 12/18/13	NA	12/30/11 [File Date]
Diffraction toy system	12/898561 Abandoned as of 03/13/14	NA	10/05/10 [File Date]
System and method for creating a three-dimensional virtual environment	12/898545 Abandoned as of 07/10/14	NA	10/05/10 [File Date]
System and method for generating a three-dimensional image on a pre-printed lined substrate	12/730134 Abandoned as of 10/23/14	NA	03/23/10 [File Date]
Spill resistant container and toy	11/932475 Abandoned as of 12/30/10	NA	10/31/07 [File Date]

Patent	Application Number	Patent Number	Issue Date
Inflatable self-sealing toy	11/234569 Abandoned as of 02/17/09	NA	09/22/05 [File Date]

PENDING U.S. PATENT APPLICATIONS

Name

Application Number