

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4077737

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	KIDKRAFT, INC.	09/30/2016
RECEIVING PARTY DATA		
Name:	TRIANGLE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT	
Street Address:	3700 GLENWOOD AVENUE	
Internal Address:	SUITE 530	
City:	RALEIGH	
State/Country:	NORTH CAROLINA	
Postal Code:	27612	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	7708348	
Patent Number:	6908004	
Patent Number:	D731218	
Application Number:	14219899	
CORRESPONDENCE DATA		
Fax Number:	(704)339-3470	
<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>		
Email:	ecampbell@robinsonbradshaw.com	
Correspondent Name:	ELIZABETH CAMPBELL	
Address Line 1:	101 N. TRYON STREET	
Address Line 2:	SUITE 1900	
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28246	
ATTORNEY DOCKET NUMBER:	21649.00029	
NAME OF SUBMITTER:	ELIZABETH CAMPBELL	
SIGNATURE:	/Elizabeth Campbell/	
DATE SIGNED:	09/30/2016	
This document serves as an Oath/Declaration (37 CFR 1.63).		

Total Attachments: 6

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PATENT

REEL: 039910 FRAME: 0042

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of September 30, 2016 (as amended, restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of Triangle Capital Corporation, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of September 30, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION. 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”); *provided*, that the Patent Collateral shall not include any Excluded Assets:

- (i) all letters patent of the United States in or to which any Grantor now or hereafter owns any right, title or interest therein, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (“**USPTO**”), including any of the foregoing listed in Schedule A hereto, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein,

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing, in whatever form.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Patent Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations (other than contingent obligations not yet due and owing). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

KIDKRAFT, INC.

By: 
Name: Lawrence D. Writer II
Title: President and Chief Financial Officer

**KIDKRAFT INTERMEDIATE HOLDINGS,
LLC**

By: KidKraft Group Holdings, LLC
Its: Sole Member

By: 
Name: Lawrence D. Writer II
Title: President and Chief Financial Officer

SOLOWAVE DESIGN CORP.

By: 
Name: Lawrence D. Writer II
Title: President and Chief Financial Officer

TRIANGLE CAPITAL CORPORATION,
as Administrative Agent and Collateral Agent

By: Ryan Applegate
Name: Ryan Applegate
Title: Vice President

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Title	Owner	Serial No. / Date	Patent No. / Date	Status
FOOTSTOOL WITH FOOTREST PLATFORM ADJUSTABLE TO DIFFERENT ANGLES	KidKraft, Inc.	11/031,674 01/07/2005	7,708,348 05/04/10	Issued
COLLAPSIBLE STORAGE BIN	KidKraft, Inc.	10/396,205 03/25/2003	6,908,004 06/21/2005	Issued
SCREWLESS KNOB ASSEMBLY FOR TOYS	KidKraft, Inc.	14/219,899 03/19/14		Pending/Published
OVAL TABLE	KidKraft, Inc.	29/465,814 08/30/13	D731218 7/9/ 2015	Issued