

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4102273

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- PATENTS

CONVEYING PARTY DATA

Name	Execution Date
THE STEP2 COMPANY, LLC	10/18/2016

RECEIVING PARTY DATA

Name:	CERBERUS BUSINESS FINANCE, LLC, AS COLLATERAL AGENT
Street Address:	875 THIRD AVENUE
Internal Address:	25TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 20

Property Type	Number
Application Number:	12752302
Application Number:	29137070
Application Number:	12796271
Application Number:	29177027
Application Number:	29177021
Application Number:	29177052
Application Number:	29199548
Application Number:	12433405
Application Number:	29208616
Application Number:	29326089
Application Number:	29339897
Application Number:	29174024
Application Number:	29174627
Application Number:	29174027
Application Number:	29174028
Application Number:	29173946
Application Number:	29173957
Application Number:	29173958
Application Number:	13463032

PATENT

Property Type	Number
Application Number:	12418183

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	014951-1547
NAME OF SUBMITTER:	SCOTT KAREFF (014951-1547)
SIGNATURE:	/kc for sk/
DATE SIGNED:	10/18/2016

Total Attachments: 4

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GRANT OF A SECURITY INTEREST -- PATENTS

This Patent Security Agreement (this "Patent Security Agreement") is made as of October 18, 2016, by The Step2 Company, LLC, a Delaware limited liability company ("Grantor"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, Grantor owns the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated August 28, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee, as the Collateral Agent for itself and the Lenders; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and rights to recover from past, present and future violations thereof (the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK


This Patent 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.

[Remainder of page intentionally left blank; signature page follows.]

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

GRANTOR:

THE STEP2 COMPANY, LLC

By: 
Name: William Daw
Title: Chief Financial Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST
Patents and Patent Applications

Title	Jurisdiction	Applic. No./ Filing Date	Pub. No./ Pub. Date	Patent No./ Issue Date	Current Owner of Record
Adjustable Height Table	U.S.	12/752,302 04/01/10		8186282 05/29/12	The Step2 Company, LLC
Caution Device	U.S.	29/137,070 02/12/01		D466825 12/10/02	The Step2 Company, LLC
Combination Sporting Practice Assemblies	U.S.	12/796,271 06/08/10		07/17/12 8221270	The Step2 Company, LLC
Plastic Mailbox	U.S.	29/177,027 03/03/03		D488908 04/20/04	The Step2 Company, LLC
Plastic Mailbox	U.S.	29/177,021 03/03/03		D489159 04/27/04	The Step2 Company, LLC
Plastic Mailbox	U.S.	29/177,052 03/03/03		D489160 04/27/04	The Step2 Company, LLC
Plastic Mailbox	U.S.	29/199,548 02/17/04		D497465 10/19/04	The Step2 Company, LLC
Playhouse	U.S.	12/433,405 04/30/09		07/19/11 7980918	The Step2 Company, LLC
Sand And Water Table	U.S.	29/208,616 07/01/04		D519182 04/18/06	The Step2 Company, LLC
Simulated Kitchen	U.S.	29/326,089 10/10/08		D600292 09/15/09	The Step2 Company, LLC
Simulated Kitchen	U.S.	29/339,897 07/09/09		D613344 04/06/10	The Step2 Company, LLC
Toy Kitchen	U.S.	29/174,024 01/10/03		D489774 05/11/04	The Step2 Company, LLC
Toy Kitchen	U.S.	29/174,627 01/10/03		D489775 05/11/04	The Step2 Company, LLC
Toy Kitchen	U.S.	29/174,027 01/10/03		D490123 05/18/04	The Step2 Company, LLC
Toy Kitchen	U.S.	29/174,028 01/10/03		D490124 05/18/04	The Step2 Company, LLC
Toy Kitchen	U.S.	29/173,946 01/09/03		D490862 06/01/04	The Step2 Company, LLC
Toy Kitchen	U.S.	29/173,957 01/09/03		D492369 06/29/04	The Step2 Company, LLC
Toy Kitchen	U.S.	29/173,958 01/09/03		D492741 07/06/04	The Step2 Company, LLC

Title	Jurisdiction	Applic. No./ Filing Date	Pub. No./ Pub. Date	Patent No./ Issue Date	Current Owner of Record
Toy Vehicle	U.S.	13/463,032 05/03/2012	2012/0286487 11/15/2012	8794643 8/5/2014	The Step2 Company, LLC
Toy Vehicle	U.S.	12/418,183 04/03/09		08/02/11 7988168	The Step2 Company, LLC