

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4310548

|   |                                   |
|---|-----------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                    |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                 |
| <b>CONVEYING PARTY DATA</b>   |                                   |
| <b>Name</b>   | <b>Execution Date</b>             |
| TOY INVESTMENTS, INC.   | 03/07/2017                        |
| <b>RECEIVING PARTY DATA</b>   |                                   |
| <b>Name:</b>  | THE PRIVATEBANK AND TRUST COMPANY |
| <b>Street Address:</b>  | 50 SOUTH SIXTH STREET             |
| <b>Internal Address:</b>  | SUITE 1400                        |
| <b>City:</b>  | MINNEAPOLIS                       |
| <b>State/Country:</b>   | MINNESOTA                         |
| <b>Postal Code:</b>   | 55402                             |
| <b>PROPERTY NUMBERS Total: 5</b>  |                                   |
| <b>Property Type</b>  | <b>Number</b>                     |
| Patent Number:  | 6368241                           |
| Patent Number:  | 6685582                           |
| Patent Number:  | 7833115                           |
| Patent Number:  | 7364518                           |
| Patent Number:  | 6971963                           |
| <b>CORRESPONDENCE DATA</b>  |                                   |
| <b>Fax Number:</b>  |                                   |
| <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> |                                   |
| <b>Phone:</b>   | 612-604-6400                      |
| <b>Email:</b>   | patent@winthrop.com               |
| <b>Correspondent Name:</b>  | WINTHROP & WEINSTINE, P.A.        |
| <b>Address Line 1:</b>  | CAPELLA TOWER, SUITE 3500         |
| <b>Address Line 2:</b>  | 225 S 6TH STREET                  |
| <b>Address Line 4:</b>  | MINNEAPOLIS, MINNESOTA 55402      |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 14197.32                          |
| <b>NAME OF SUBMITTER:</b>   | TIMOTHY D. SITZMANN               |
| <b>SIGNATURE:</b>   | /Timothy D. Sitzmann/             |
| <b>DATE SIGNED:</b>   | 03/09/2017                        |

**Total Attachments: 6**

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of March 7, 2017, is made by TOY INVESTMENTS, INC., a Washington corporation (the "Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY, an Illinois state banking corporation, ("PrivateBank"), 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).

### WITNESSETH:

Lenders have severally agreed to extend credit to the Grantor pursuant to the Credit Agreement of even date herewith by and among the Grantor, the Agent, and the Lenders.

The Grantor has, pursuant to a Guaranty and Collateral Agreement of even date herewith executed by the Grantor in favor of the Agent (the "Collateral Agreement"), granted the Agent a security interest in the Grantor's assets to secure the Secured Obligations (as defined in the Collateral Agreement) including, among other things, all of the Grantor's Patents; and

Pursuant to the Collateral Agreement, and as security for the Grantor's obligations to the Agent and the Lenders, the Grantor is required to execute and deliver this Patent Security Agreement; and

Terms used herein with their initial letter capitalized shall have the meaning given to such terms in the Collateral 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 Grantor thereunder, the Grantor hereby agrees with Agent as follows:

1. Grant of Security Interest in Patent Collateral. The 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, hereby grants to the Agent for the benefit of the Lenders a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Patent Collateral"):

All of Grantor's Patents referenced on Schedule 1 attached hereto.

2. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the

prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and related Patent Licenses subject to a security interest hereunder. Unless and until an Event of Default shall occur and be continuing, the Grantor shall have the right to use and register the Patent Collateral in the ordinary course of the business of the Grantor

4. Counterparts. 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. A facsimile or electronic copy of a signature shall be as binding as an original signature.
5. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Minnesota.

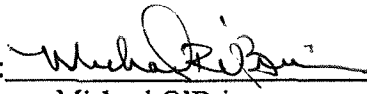
IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

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**[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]**

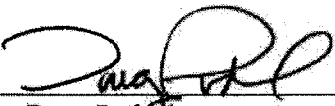
TOY INVESTMENTS, INC., a Washington  
corporation

By:   
Name: Michael O'Brien  
Its: Chief Financial Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:

THE PRIVATEBANK AND TRUST  
COMPANY, as Agent

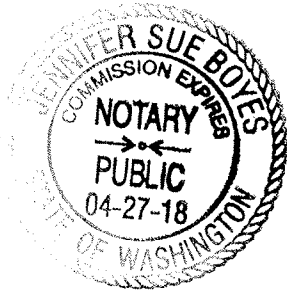
By:   
Name: Doug Pudvili  
Its: Managing Director

ACKNOWLEDGMENT OF GRANTOR

State of WASHINGTON )  
County of KING ) ss.

On this 3<sup>RD</sup> day of March, 2017 before me personally appeared Michael O'Brien, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Toy Investments, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Jennifer Sue Boyes  
Notary Public



*[Patent Security Agreement – Acknowledgment of Grantor]*

**SCHEDULE I**  
**TO PATENT SECURITY AGREEMENT**

| Description  | Patent #  | Application No. | Filing Date | Jurisdiction |
|--------------|-----------|-----------------|-------------|--------------|
| Rebound Ball | 6,368,241 | 08/699152       | 8-16-96     | Federal      |
| Rebound Ball | 6,685,582 | 10/116838       | 4-5-02      | Federal      |
| Rebound Ball | 7,833,115 | 12/107012       | 4-21-08     | Federal      |
| Rebound Ball | 7,364,518 | 11/293595       | 12-2-05     | Federal      |
| Rebound Ball | 6,971,963 | 10/772156       | 2-3-04      | Federal      |

*Schedule 1 to Patent Security Agreement*