

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4488206

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
PROOF-SLINKY, LLC	06/26/2017
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A.
Street Address:	ONE BRYANT PARK
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	5626505
Patent Number:	5692945
Patent Number:	5993286
Patent Number:	7565764
Patent Number:	7717426
Patent Number:	7874947
Patent Number:	D484922
Patent Number:	D543593
Patent Number:	D536757
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	614-280-3566
Email:	james.murray@wolterskluwer.com
Correspondent Name:	JAMES MURRAY
Address Line 1:	4400 EASTON COMMONS WAY, SUITE 125
Address Line 2:	CT CORPORATION
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	JOANNE BL ARNOLD
SIGNATURE:	/Joanne BL Arnold/

PATENT

DATE SIGNED:	07/03/2017
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Total Attachments: 7

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- source=Proof-Slinky Patent#page7.tif

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “*Patent Security Agreement*”) is made as of June 26, 2017 by POOF-SLINKY, LLC (“*Grantor*”), in favor of BANK OF AMERICA, N.A. (“*Agent*”) as agent for the financial institutions and other Persons (the “*Lenders*”) from time to time party to the Loan and Security Agreement described below. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan and Security Agreement.

W I T N E S S E T H

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof, among ALEX TOYS, LLC (“*Alex*”) and POOF-SLINKY, LLC (“*PSLLC*”) and together with Alex, collectively, the “*Borrowers*”), as borrowers thereunder, the Guarantors party thereto, Agent and the Lenders (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Loan and Security Agreement*”), the Lenders have agreed to make certain Loans and extend certain other financial accommodations to or for the benefit of the Grantor; and

WHEREAS, pursuant to the Loan and Security Agreement, the Grantor granted to Agent, for the benefit of the Secured Parties, a continuing security interest in, among other Collateral, certain Intellectual Property, including Patents, of the Grantor and have agreed to execute this Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate Governmental Authorities.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Agent as follows:

1. **Grant of Security.** To secure the prompt payment and performance of the Obligations, Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Patent Collateral*”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “*Patents*”);

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions or otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Patents and any other appropriate Governmental Authorities to record this Patent Security Agreement upon request by the Agent.

3. **Loan Documents.** The Loan and Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference hereto. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.

4. **Execution in Counterparts.** This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

5. **Successors and Assigns.** This Patent Security Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Patent Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

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

POOF-SLINKY, LLC

By: 

Name: John Belniak

Title: Authorized Officer

Address for Notices:

c/o Propel Equity Partners

10 Glenville Street

Greenwich, Connecticut 06831

Telecopy: 203-930-7731

[Signatures continued on following page]

Patent Security Agreement (ABL) (Poof-Slinky, LLC)

PATENT
REEL: 043077 FRAME: 0283

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.,
as Agent

By: 

Name: William J. Wilson

Title: Senior Vice President

Patent Security Agreement (ABL) (Poof-Slinky, LLC)

PATENT
REEL: 043077 FRAME: 0284

SCHEDULE 1
PATENTS AND PATENT APPLICATIONS

4800237.2

PATENT
REEL: 043077 FRAME: 0285

U.S. PATENTS

Patent No.	Grant Date	Owner	Country
5626505	6-May-1997	Poof-Slinky, LLC	United States of America
5692945	2-Dec-1997	Poof-Slinky, LLC	United States of America
5993286	30-Nov-1999	Poof-Slinky, LLC	United States of America
7565764	28-Jul-2009	Poof-Slinky, LLC	United States of America
7717426	18-May-2010	Poof-Slinky, LLC	United States of America
7874947	25-Jan-2011	Poof-Slinky, LLC	United States of America
D484922	6-Jan-2004	Poof-Slinky, LLC	United States of America
D543593	29-May-2007	Poof-Slinky, LLC	United States of America
D536757	13-Feb-2007	Poof-Slinky, LLC	United States of America

PATENT

REEL: 043077 FRAME: 0286

RECORDED: 07/03/2017