

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4540228

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
PLAYMONSTER LLC	11/07/2016
ROOMINATE, LLC	11/07/2016
RECEIVING PARTY DATA	
Name:	MB FINANCIAL BANK, N.A.
Street Address:	6111 N. RIVER ROAD, 3RD FLOOR
City:	ROSEMONT
State/Country:	ILLINOIS
Postal Code:	60018
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	14765693
Patent Number:	6595824
Application Number:	14684781
Patent Number:	9004974
CORRESPONDENCE DATA	
Fax Number:	
<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:	michael.barys@thomsonreuters.com
Correspondent Name:	PETER BROCKMEYER
Address Line 1:	100 LIGHT STREET
Address Line 4:	BALTIMORE, MARYLAND 21202
NAME OF SUBMITTER:	PETER BROCKMEYER
SIGNATURE:	/Michael Barys/
DATE SIGNED:	08/08/2017
Total Attachments: 13	
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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, PLAYMONSTER LLC, a Delaware limited liability company, and ROOMINATE, LLC, a Delaware limited liability company (individually and collectively, a "Grantor"), own the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, MB Financial Bank, N.A. (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of November 7, 2016, between the Grantor and the Grantee (as amended from time to time, the "Credit Agreement"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "Marks") set forth on Schedule A-1 and Schedule A-2 attached hereto, (ii) the patents and patent applications (the "Patents") set forth on Schedule B-1 and Schedule B-2 attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

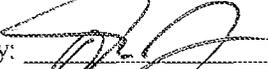
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

PLAYMONSTER LLC,
a Delaware limited liability company

By:  _____

Name: Domenic Grisanzio
Title: Chief Financial Officer

ROOMINATE, LLC,
a Delaware limited liability company

By:  _____

Name: Domenic Grisanzio
Title: Chief Financial Officer

GRANTEE:

MB FINANCIAL BANK, N.A.

By: _____

Name: Raphael Shin
Title: Senior Vice President

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

PLAYMONSTER LLC,
a Delaware limited liability company

By: _____

Name: Domenic Grisanzio
Title: Chief Financial Officer

ROOMINATE, LLC,
a Delaware limited liability company

By: _____

Name: Domenic Grisanzio
Title: Chief Financial Officer

GRANTEE:

MB FINANCIAL BANK, N.A.

By:  _____

Name: Raphael Shin
Title: Senior Vice President

Schedule A-1 – Trademarks (PlayMonster LLC)

Country	Trade mark	Application No.	Filing Date	Reg. No.	Reg. Date
United States	100 WACKY THINGS	85215837	01/12/11	4147452	05/22/12
United States	5 SECOND RULE	77850326	10/16/09	3846453	09/07/10
United States	3D FLOOR PUZZLE	85021688	04/23/10	4010622	08/09/11
United States	ALL IN	86419651	10/09/14	4828670	10/05/15
United States	AUTOMOBLOX	87195408 (filed on use basis)	10/06/16		
United States	BIG DEAL	75837348	11/01/99	2443503	04/10/01
United States	BIG LITTLE GAMES	85325177	05/19/11	4169137	07/03/12
United States	BOUNCY BOP	86112636	11/07/13	4594485	08/26/14
United States	BUZZWORD	76397384	04/18/02	2776634	10/21/03
United States	CHAIN LETTERS	85831061	01/24/13	4372595	07/23/13
United States	CHEESE DIP	86562997	03/13/15	4864637	12/01/15
United States	EASTER EGG-TIVITIES	85609711	04/26/12	4329388	04/30/13
United States	EATON DEDD	85796179	12/06/12	4433864	11/12/13
United States	FARKLE FLIP	86118670	11/14/13	4563450	07/08/14
United States	FARKLE FRENZY	85088895	07/20/10	4032573	09/27/11
United States	FARKLE THE CLASSIC DICE-ROLLING, RISK-TAKING GAME (WITH DESIGN)	85264185	03/11/11	4137725	05/08/12
United States	FARKLE AROUND	85775033	11/08/12	4423053	10/22/13
United States	FARKLE NANO	85831087	01/24/13	4346941	06/04/13
United States	FINGER FLICKIN'	85570597	03/15/12	4339789	05/21/13
United States	FLASH & FURIOUS	85421013	09/13/11	4223117	10/09/12
United States	FLIP FLOP	86276143	05/08/14	4770104	07/07/15
United States	GLOW TO SLEEP	86647858	06/01/15	4999771	07/12/16
United States	GO APE!	77358310	12/21/07	3644375	06/23/09
United States	GOUMIKIDS	86405041	09/24/14	4735000	05/12/15
United States	GRABOLO	86967312 (filed on use basis)	04/07/16		
United States	IMPERIAL	78158154	08/27/02	2867815	07/27/04
United States	IMA BANANERD	85796163	12/06/12	4433863	11/12/13

United States	JUBALLEES	87056354 (filed on intent-to-use basis)	06/01/16		
United States	KID SISTER	87091184 (filed on intent-to-use basis)	07/01/16		
United States	KNOW IT OR BLOW IT!	85271985	03/21/11	4041869	10/18/11
United States	LAURI	73713623	02/29/88	1519949	01/10/89
United States	LOCKTAGONS	85271984	03/21/11	4038685	10/11/11
United States	LONG SOCK SILVER	85796185	12/06/12	4433865	11/12/13
United States	LOVE THE BOOK, LIVE THE GAME	85093377	07/27/10	4132554	04/24/12
United States	MAGENTA BEETSCH	85796217	12/06/12	4419879	10/15/13
United States	MIGHTY MONKEY	77837964	09/30/09	3842965	08/31/10
United States	MIRARI	85763588	10/25/12	4423019	10/22/13
United States	MIRARI MOMENT	86702978 (filed on intent-to-use basis)	07/23/15		
United States	M.O.N.K.	85796206	12/06/12	4419878	10/15/13
United States	MYPAD	85446909	10/13/11	4318034	04/09/13
United States	MY BUDDY	87091169 (filed on intent-to-use basis)	07/01/16		
United States	MYPHONE	86118634	11/14/13	4577674	07/29/14
United States	ODD JOBS	85752922	10/12/12	4492100	03/04/14
United States	OK TO WAKE!	86471416	12/04/14	4735400	05/12/15
United States	PATCH WITH DESIGN	74599575	11/16/94	1969515	04/23/96
United States	PLANET SOCK MONKEY	85733576	09/20/12	4429835	11/05/13
United States	PLAYMONSTER	86864677 (filed on intent-to-use basis)	01/04/16		
United States	PLAYMONSTER	86897854 (filed on intent-to-use basis)	02/04/16		
United States	POP! POP! PIANO	85796340	12/06/12	4419881	10/15/13
United States	POPALOTSY	86926232 (filed on use basis)	03/02/16		
United States	PROVE IT	86819219	11/13/15	5065777	10/18/16
United States	QUBOSITY	86926198 (filed on use)	03/02/16		

		basis)			
United States	QWITCH	87037830 (filed on intent-to-use basis)	05/16/16		
United States	SHIZZLE	85831026	01/24/13	4372594	07/23/13
United States	SIZE MATTERS	87105157 (filed on intent-to-use basis)	07/15/16		
United States	SLEEPYHEAD	87105199 (filed on intent-to-use basis)	07/15/16		
United States	SMART START	86562987	03/13/15	4864636	12/01/15
United States	SNEAKY PUZZLES	76309136	09/05/01	2681823	01/28/03
United States	SPARKY	86563028	03/13/15	4864638	12/01/15
United States	SPUNK WURKS	86577858	03/26/15	4999400	07/12/16
United States	STACK ATTACK	86405978	09/25/14	4819586	09/22/15
United States	SWAP!	78153626	08/13/02	2747288	08/05/03
United States	TALES TO PLAY	85091494	07/23/10	4119209	03/27/12
United States	TEACH ME TIME!	86471380	12/04/14	4735398	05/12/15
United States	TOSS UP!	78363610	02/06/04	2958708	05/31/05
United States	ULTRA DASH	87105124 (filed on intent-to-use basis)	07/15/16		
United States	WEE KEYS	85796324	12/06/12	4419880	10/15/13
United States	WHAT'S YOURS LIKE?	78949487	08/10/06	3337410	11/13/07
United States	WOOLY WILLY	76483076	01/14/03	2773503	10/14/03
United States	WORD SHOUT	77868618	11/09/09	3917926	02/08/11
United States	YAKITY-YAK	77844079	10/08/09	3917848	02/08/11
United States	YETI IN MY SPAGHETTI	86561401	03/11/15	4864632	12/01/15
United States	ZIG-ZAG XYLO TRAIN	85381174	07/26/11	4325107	04/23/13
Australia	5 SECOND RULE	1082178	03/07/11	1436361	03/07/11
United Kingdom	5 SECOND RULE	1082178	03/07/11	1082178	03/07/11
WIPO/Madrid (Designating: AU, UK)	5 SECOND RULE	1082178	03/07/11	1082178	03/07/11
Japan	AUTOMOBLOX	2004-052004	04/06/04	4871425	06/10/05
European Union	AUTOMOBLOX	3014487	01/20/03	3014487	06/07/04
Canada	PATCH WITH	0789256	08/03/95	TMA466,174	11/21/96

	DESIGN				
Canada	PUZZLEPATCH	0789257	08/03/95	TMA461,093	08/09/96
Australia	PLAYMONSTER	1772979	03/23/16	1772979	03/23/16
Brazil	PLAYMONSTER	840872240	04/25/16		
Canada	PLAYMONSTER	1774188	03/24/16		
China	PLAYMONSTER		03/23/16		
Costa Rica	PLAYMONSTER	2016-0004368	05/06/16		
European Union	PLAYMONSTER	1298017	03/23/16	1298017	03/23/16
Japan	PLAYMONSTER		3/23/16		
New Zealand	PLAYMONSTER	1043816	03/23/16	1043816	03/23/16
Russian Federation	PLAYMONSTER		03/23/16		
WIPO/Madrid (Designating: AU, CN, EU, JP MX NZ, RU)	PLAYMONSTER	1298017	03/23/16	1298017	03/23/16
Australia	PUZZLEPATCH	720358	10/25/96	720358	10/25/96
Australia	WHAT'S YOURS LIKE?	1070897	03/07/11	1418454	03/07/11
United Kingdom	WHAT'S YOURS LIKE?	1070897	03/07/11	1070897	03/07/11
WIPO/Madrid (Designating: AU, UK)	WHAT'S YOURS LIKE?	1070897	03/07/11	1070897	03/07/11
Australia	YETI IN MY SPAGHETTI	1770248	03/23/16	1770248	03/23/16
Brazil	YETI IN MY SPAGHETTI	840871210	03/31/16		
Canada	YETI IN MY SPAGHETTI	1774189	03/24/16		
European Union	YETI IN MY SPAGHETTI	1297324	03/23/16	1297324	03/23/16
Mexico	YETI IN MY SPAGHETTI	1756493	03/23/16		
New Zealand	YETI IN MY SPAGHETTI	1042909	03/23/16	1042909	03/23/16
Russian Federation	YETI IN MY SPAGHETTI		03/23/16		
WIPO/Madrid (Designating: AU, EM, MX, NZ, RU)	YETI IN MY SPAGHETTI	1297324	03/23/16	1297324	03/23/16

Schedule A-2 – Trademarks (Roominate, LLC)

Country	Trademark	Application No.	Filing Date	Reg. No.	Reg. Date
United States	ROOMINATE	85682299	07/20/12	4371048	07/23/13
China	ROOMINATE	18105163	10/12/15		
China	ROOMINATE (LOGO)	18046586	10/12/15		

Schedule B-1 - Patents (PlayMonster LLC)

Country	Patent Title	Application No.	Filing Date	Patent No.	Issue Date
United States	Interchangeable Vehicle System	14/765,693	04/08/15		
United States	Educational Snap-Together Toy Vehicle System	10/208,582	07/30/02	6,595,824	07/22/03
China	Interchangeable Vehicle System			ZL201480018065 7	
China	Educational Snap-Together Toy Vehicle System			ZL200480041369 1	

Schedule B-2 – Patents (Roominate, LLC)

Country	Patent Title	Application No.	Filing Date	Patent No.	Issue Date
United States	Miniature Customizable Room Building Components	14/684,781	04/13/15		
United States	Miniature Customizable Room Building Components	13/842,959	03/15/13	9,004,974	04/14/15