

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5798379

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JAZWARES, LLC	10/01/2019
	FIRST ACT LLC	10/01/2019
	1067 STUDIOS, LLC	10/01/2019
	WICKET COOL TOYS, LLC	10/01/2019
RECEIVING PARTY DATA		
Name:	HSBC BANK USA, NATIONAL ASSOCIATION	
Street Address:	425 FIFTH AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10018	
PROPERTY NUMBERS Total: 53		
Property Type	Number	
Patent Number:	D715255	
Patent Number:	D634373	
Patent Number:	7584565	
Patent Number:	D472943	
Application Number:	15860526	
Application Number:	14871722	
Patent Number:	8454418	
Patent Number:	8469812	
Patent Number:	6059103	
Patent Number:	6255573	
Patent Number:	7960632	
Patent Number:	8017857	
Patent Number:	8198526	
Patent Number:	8246461	
Patent Number:	D571850	
Patent Number:	D615133	
Patent Number:	D631101	

PATENT

Property Type	Number
Patent Number:	D637190
Patent Number:	7608769
Patent Number:	7244883
Patent Number:	6353165
Patent Number:	6612483
Patent Number:	7081573
Patent Number:	7087825
Patent Number:	D604760
Patent Number:	D596875
Patent Number:	D574416
Patent Number:	D533210
Patent Number:	7566824
Patent Number:	D573794
Patent Number:	D475081
Patent Number:	D473259
Patent Number:	D473598
Patent Number:	7632997
Patent Number:	D561238
Patent Number:	D556976
Patent Number:	D535321
Patent Number:	D555715
Patent Number:	D541841
Patent Number:	D499020
Patent Number:	D489172
Patent Number:	D489527
Patent Number:	D516608
Patent Number:	D493715
Patent Number:	D473260
Patent Number:	D514927
Patent Number:	D482519
Patent Number:	D482520
Patent Number:	D488920
Patent Number:	D482862
Patent Number:	D506131
Patent Number:	8414369
Patent Number:	D681716

CORRESPONDENCE DATA

Fax Number: (617)523-6850

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.

Phone: 617-523-2700

Email: susan.dinicola@hklaw.com,john.halula@hklaw.com

Correspondent Name: HOLLAND & KNIGHT LLP

Address Line 1: 10 ST. JAMES AVENUE

Address Line 4: BOSTON, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	016172.00317
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NAME OF SUBMITTER:	SUSAN C. DINICOLA
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SIGNATURE:	/Susan C. DiNicola/
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DATE SIGNED:	10/31/2019
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Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT dated as of October 1, 2019 (this "Agreement") is made by Jazwares, LLC, First Act LLC, 1067 Studios, LLC, and Wicked Cool Toys, LLC, each a Delaware limited liability company, having its principal place of business at 1067 Shotgun Road, Sunrise, Florida 33326, Attn: Judd A. Zebersky (collectively, the "Grantor"), in favor of HSBC Bank USA, National Association, having its principal place of business at 452 Fifth Avenue, New York, NY 10018, as the Administrative Agent, on behalf of itself and the other Lenders under the Loan Agreement referred to below (together with any successor and assign thereto, the "Grantee") under the Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Security Agreement (as defined below).

WHEREAS, the Grantor is justly indebted, liable and obligated to the Grantee pursuant to that certain Amended and Restated Loan Agreement dated as of October 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Jazwares, LLC, Jazwares Entertainment, LLC, and Zag Toys Holdings, LLC, each a Delaware limited liability company (the "Borrower"), the Grantee and the lenders from time to time party thereto, in an amount equal to the Secured Obligations; and

WHEREAS, the Grantor, certain other parties, and the Grantee entered into that certain Security Agreement, dated as of October 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which, among other things, the Grantor has granted to the Grantee a lien on and security interest in, all of the Grantor's rights, title, and interest in, to, and under, among other things, (a) all Patents, including, without limitation, each issued Patent and Patent application listed on Exhibit A hereto whether presently existing or hereafter created or acquired, (b) each Patent License (specifically excluding, however, any Patent License that by its terms would be defaulted by the granting of such security interest), including, without limitation, each Patent License listed on Exhibit A hereto whether presently existing or hereafter created or acquired, and (c) all products and Proceeds of the foregoing, including, without limitation, any claim by the Grantee against third parties for past, present, or future infringement or breach of any Patent or Patent License, including, without limitation, any Patent, Patent application, or Patent License listed on Exhibit A hereto (collectively, the "Patent Collateral");

WHEREAS, the Grantor has duly authorized and directed the execution and delivery of this Agreement; and

WHEREAS, the parties desire to record the Grantor's grant of the security interest in the Patent Collateral to the Grantee with the United States Trademark and Patent Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee as follows:

1. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Trademark and Patent Office. The security interest granted hereby has been granted to the Grantee in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security

Agreement shall remain in full force and effect in accordance with its terms. The rights and remedies of the Grantee with respect to the security interest granted hereunder are more fully set forth in the Security Agreement and its terms and provisions are incorporated herein in their entirety. In the event of any inconsistency between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

2. The Grantor grants to the Grantee (for the benefit of the Grantee and the other Secured Parties) a lien on and security interest in all of its right, title, and interest in and to the Patent Collateral.

3. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together constitute one and the same original.

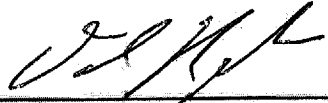
4. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]


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

GRANTOR:


JAZWARES, LLC,
a Delaware limited liability company

By: 
Name: David Neustein
Title: COO


FIRST ACT LLC,
a Delaware limited liability company

By: 
Name: David Neustein
Title: COO

1067 STUDIOS, LLC,
a Delaware limited liability company

By: 
Name: David Neustein
Title: COO

WICKED COOL TOYS, LLC,
a Delaware limited liability company

By: 
Name: David Neustein
Title: COO

By: *John H. Jackson*
Name: Jackson, John H.
Title: AVP

HSBC Bank USA, National Association,
as Administrative Agent

ACKNOWLEDGED AND AGREED:

**Exhibit A
to Patent Security Agreement**

PATENTS AND PATENT APPLICATIONS

Patent	Patent Number	Owner
Social Media Driven Evaluation of Product Idea (USA)	(Application Filed) 14871722; Published 3/301/7 - Publication number: 20170091793	1067 Studios, LLC
Social Media Driven Evaluation of Product Idea (China)	(Application Filed) 201510644932.4	1067 Studios, LLC
Ornamental Design for Headphones (Design patent)	D715,255	Jazwares, LLC
Ornamental Design for Toy (Design patent)	D634,373	Jazwares, LLC
Jigsaw Puzzle Display Frame	7,584,565	Jazwares, LLC
School bus Toy (Design patent)	D472,943	Jazwares, LLC
Exoskeletal Interchangeable Block Toy System	US Serial No. 15/860,526	Jazwares, Inc.

First Act, LLC Patents

Country	Title	Patent Number	Issue Date
United States	METHODS AND APPARATUS FOR STRINGED CONTROLLERS AND INSTRUMENTS	8,454,418	June 4, 2013
United States	FRET AND METHOD OF MANUFACTURING FRETS FOR STRINGED CONTROLLERS AND INSTRUMENTS	8,469,812	June 25, 2013
United States	RETAIL PACKAGING FOR MUSICAL INSTRUMENT	6059103	May 9, 2000
United States	TENSION MEMBER FOR PERCUSSION INSTRUMENT	6255573	July 3, 2001
United States	DRUM KITS AND METHODS AND APPARATUS FOR CONNECTING	7960632	June 14, 2011
United States	METHODS AND APPARATUS FOR STRINGED CONTROLLERS AND	8017857	September 13, 2011
United States	METHODS AND APPARATUS FOR INPUT DEVICES FOR INSTRUMENTS	8198526	June 12, 2012
United States	METHODS AND APPARATUS FOR STRINGED CONTROLLERS AND	8246461	August 21, 2012
United States	INSTRUMENT DECORATION	D571850	June 24, 2008
United States	MUSICAL INSTRUMENT - Recorder	D615133	May 4, 2010
United States	MUSICAL INSTRUMENT - Harmonica	D631101	January 18, 2011
United States	GUITAR CONTROLLER	D637190	May 3, 2011
United States	PACKAGED DRUM SET	7408769	October 27, 2009
United States	DRUM CONTAINER	7244883	July 17, 2007
United States	STRING INSTRUMENT WITH PROTECTIVE STRING CAP	6353165	March 5, 2002
United States	DISPLAY BOX	6612483	September 2, 2003
United States	STRING INSTRUMENT WITH PROTECTIVE STRING CAP ASSEMBLIES	7081573	July 25, 2006
United States	MUSICAL INSTRUMENT SYSTEM	7087825	August 8, 2006
United States	GUITAR TUNER	D604760S	November 24, 2009
United States	GUITAR STAND	D596875	July 28, 2009
United States	CAPO	D574416S	August 5, 2008
United States	GUITAR HEADSTOCK	D333210S	December 5, 2006

Country	Title	Patent Number	Issue Date
United States	CAPO	7366824	July 28, 2009
United States	STRING CASE	D573794	July 29, 2008
United States	HEADSTOCK	D475081	May 27, 2003
United States	TAMBOURINE STICK	D473259S	April 15, 2003
United States	WOODEN KAZOO	D473598	April 23, 2003
United States	SPRING-BIASED TUNING MACHINE	7632997	December 15, 2009
United States	QUITAR	D561238S	February 5, 2008
United States	QUITAR BRIDGE	D336976S	December 11, 2007
United States	QUITAR PICK-UP	D535321S	January 16, 2007
United States	PICK UP	D335715S	November 20, 2007
United States	CASTANET	D541841	May 1, 2007
United States	DRUM BOX	D499020	November 30, 2004
United States	TRUMPET CASE	D489172	May 4, 2004
United States	CLARINET CASE	D489527	May 11, 2004
United States	HEADSTOCK FOR A STRINGED MUSICAL INSTRUMENT	D516608	March 7, 2006
United States	QUITAR STRAP PACKAGING	D493715	August 3, 2004
United States	JINGLE STICK	D473260	April 15, 2003
United States	DRUMSTICK HANGER PACKAGE	D514927S	February 14, 2006
United States	FLUTE CASE	D482519	November 25, 2003
United States	CLARINET CASE	D482520S	November 25, 2003
United States	FLUTE CASE	D488920S	April 27, 2004
United States	TRUMPET CASE	D482862S	December 2, 2003
United States	DRUM BOX	D306131S	June 14, 2003
United States	MUSIC GAME SYSTEM AND METHOD OF PROVIDING SAME	8414369	April 9, 2013
United States	DIGITAL DRUM SET	D681710	May 7, 2013
Canada	MUSICAL INSTRUMENT	132393	April 30, 2010
Canada	MUSICAL INSTRUMENT	132394	May 4, 2010
Canada	DIGITAL DRUM SET	138525	February 1, 2012
Canada	PACKAGED DRUM SET	2304288	May 1, 2012
Canada	STRING INSTRUMENT WITH PROTECTIVE STRING CAP	2339565	July 6, 2010
Canada	STRING INSTRUMENT WITH PROTECTIVE STRING CAP ASSEMBLIES	2510743	November 19, 2013
Canada	QUITAR STAND	121256	March 17, 2008
Canada	CAPO	121257	March 17, 2008

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