

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7413640

<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>
	PLAYMONSTER GROUP LLC	06/24/2022
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ACF FINCO I LP	
<b>Street Address:</b>	560 WHITE PLAINS ROAD SUITE 400	
<b>Internal Address:</b>	ATTN: BROCK JOHNSON	
<b>City:</b>	TARRYTOWN	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10591	
<b>PROPERTY NUMBERS Total: 46</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	16996287
	Application Number:	29339086
	Application Number:	29355714
	Application Number:	13022722
	Application Number:	13357053
	Application Number:	13425004
	Application Number:	13533062
	Application Number:	13788620
	Application Number:	13965267
	Application Number:	14577375
	Application Number:	14854381
	Application Number:	15087429
	Application Number:	16256246
	Application Number:	61435561
	Application Number:	61495439
	Application Number:	13491119
	Application Number:	61597314
	Application Number:	29412870
	Application Number:	14341187

PATENT

Property Type	Number
Application Number:	14820198
Application Number:	15583100
Application Number:	61902922
Application Number:	61939338
Application Number:	62102851
Application Number:	15360105
Application Number:	16262198
Application Number:	16276736
Application Number:	17196310
Application Number:	16277259
Application Number:	17178128
Application Number:	62977878
Application Number:	29333510
Application Number:	16707569
Application Number:	15085737
Application Number:	14765693
Patent Number:	9656181
Patent Number:	6595824
Patent Number:	9004974
Patent Number:	D588022
Patent Number:	D649135
Patent Number:	D700653
Patent Number:	D699787
Patent Number:	D701266
Patent Number:	D699298
PCT Number:	US2008076527
PCT Number:	US2012022203

**CORRESPONDENCE DATA**

**Fax Number:** (214)855-8200

*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:** 2148558000

**Email:** chris.andersen@nortonrosefulbright.com

**Correspondent Name:** CHRIS R. ANDERSEN

**Address Line 1:** 2200 ROSS AVENUE, SUITE 3600

**Address Line 2:** NORTON ROSE FULBRIGHT US LLP

**Address Line 4:** DALLAS, TEXAS 75201-7932

**ATTORNEY DOCKET NUMBER:** 1001196430

<b>NAME OF SUBMITTER:</b>	CHRIS ANDERSEN
<b>SIGNATURE:</b>	/chris andersen/
<b>DATE SIGNED:</b>	07/01/2022
<b>Total Attachments: 13</b> source=Ares_PlayMonster - [Executed] Patent Security#page1.tif source=Ares_PlayMonster - [Executed] Patent Security#page2.tif source=Ares_PlayMonster - [Executed] Patent Security#page3.tif source=Ares_PlayMonster - [Executed] Patent Security#page4.tif source=Ares_PlayMonster - [Executed] Patent Security#page5.tif source=Ares_PlayMonster - [Executed] Patent Security#page6.tif source=Ares_PlayMonster - [Executed] Patent Security#page7.tif source=Ares_PlayMonster - [Executed] Patent Security#page8.tif source=Ares_PlayMonster - [Executed] Patent Security#page9.tif source=Ares_PlayMonster - [Executed] Patent Security#page10.tif source=Ares_PlayMonster - [Executed] Patent Security#page11.tif source=Ares_PlayMonster - [Executed] Patent Security#page12.tif source=Ares_PlayMonster - [Executed] Patent Security#page13.tif	

**PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 24 day of June, 2022, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ACF FINCO I LP, a Delaware limited partnership, in its capacity as agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 24, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") PlayMonster Holdings Group LLC, a Delaware limited liability company ("Parent"), PlayMonster Group LLC, a Delaware limited liability company ("Administrative Borrower" and together with each other Person that is or becomes a borrower from time to time, each, a "Borrower" and collectively, the "Borrowers"), the other Loan Parties party thereto from time to time, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of June 24, 2022 (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and

interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

- (a) all of its Patents, including those referred to on Schedule I;
- (b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing;
- (c) all Patent Intellectual Property Licenses to which it is a party; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties

on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by any electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by any electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

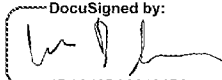
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THE VALIDITY OF THIS PATENT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 26 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

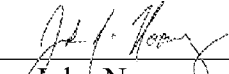
**PLAYMONSTER GROUP LLC**, a Delaware limited liability company

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: William Sacher  
Title: Co-President

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**ACF FINCO I LP**

By:   
Name: John Nooney  
Title: Partner



SCHEDULE I  
to  
PATENT SECURITY AGREEMENT

**PATENTS AND PATENT APPLICATIONS**

<b>Grantor</b>	<b>Serial No. or Application No.</b>	<b>Description</b>	<b>Status</b>	<b>Country</b>
PlayMonster Group LLC	16/996287	Game Including An Airborne Vehicle	Pending	United States of America
PlayMonster Group LLC	US20200180355A1	Yarn Drawing Tool and Tracing Board	Abandoned	United States of America
PlayMonster Group LLC	US9004974B2	Miniature Customizable Room Building Toy Components	Active	United States of America
PlayMonster Group LLC	USD588022S1	Alarm Clock	Active	United States of America
PlayMonster Group LLC	USD649135	Infant Data Collection Device	Active	United States of America
PlayMonster Group LLC	US20140273731A1	Projecting Light Effects for Children	Active	United States of America
PlayMonster Group LLC	US20160287976A1	Accent Games and Gaming Systems	Abandoned	United States of America
PlayMonster Group LLC	US20030054726A1	Educational Snap-Together Toy Vehicle System	Active	United States of America
PlayMonster Group LLC	US20150367242A1	Interchangeable Vehicle System	Abandoned	United States of America
PlayMonster Group LLC	USD700653S1	Educational Toy for Teaching Drawing	Active	United States of America
PlayMonster Group LLC	USD699787S1	Educational Toy for Teaching Upper and Lower Case Alphabet	Active	United States of America
PlayMonster Group LLC	USD701266S1	Educational Toy for Teaching Upper and Lower Case Cursive Alphabet	Active	United States of America
PlayMonster Group LLC	USD699298S1	Educational Toy for Teaching Numbers	Active	United States of America
PlayMonster Group LLC	2,699,574	DIGITAL SOUND RECORDAL/PLAYABLE WRISTBAND	Closed	Canada
PlayMonster Group LLC	US08/76527	DIGITAL SOUND RECORDAL/PLAYABLE WRISTBAND	Completed	PCT

PlayMonster Group LLC	129,993	SOUND RECORDABLE/PLAYABLE DEVICE	Closed	Canada
PlayMonster Group LLC	29/333,510	WRIST AUDIO DEVICE	Issued	United States of America
PlayMonster Group LLC	134,461	PENDANT AUDIO DEVICE	Abandoned	Canada
PlayMonster Group LLC	29/339,086	PENDANT AUDIO DEVICE	Issued	United States of America
PlayMonster Group LLC	29/355,714	PACKAGING	Closed	United States of America
PlayMonster Group LLC	13/022,722	SOUND RECORDABLE/PLAYABLE DEVICE, PACKAGING, AND METHOD OF USE	Closed	United States of America
PlayMonster Group LLC	201280006259.6	TOOL, KIT AND METHOD FOR CREATING FASHION ACCESSORIES AND ARTICLE MADE USING THE METHOD	Issued	China
PlayMonster Group LLC	201610090952.6	TOOL, KIT AND METHOD FOR CREATING FASHION ACCESSORIES AND ARTICLE MADE USING THE METHOD	Issued	China
PlayMonster Group LLC	12703376.9	TOOL, KIT AND METHOD FOR CREATING FASHION ACCESSORIES AND ARTICLE MADE USING THE METHOD	Issued	Germany
PlayMonster Group LLC	12703376.9	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	Completed	European Patent Office
PlayMonster Group LLC	12703376.9	TOOL, KIT AND METHOD FOR CREATING FASHION ACCESSORIES AND ARTICLE MADE USING THE METHOD	Issued	France
PlayMonster Group LLC	12703376.9	TOOL, KIT AND METHOD FOR	Issued	United Kingdom

		CREATING FASHION ACCESSORIES AND ARTICLE MADE USING THE METHOD		
PlayMonster Group LLC	13/357,053	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	Issued	United States of America
PlayMonster Group LLC	13/425,004	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	Issued	United States of America
PlayMonster Group LLC	13/533,062	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	Issued	United States of America
PlayMonster Group LLC	13/788,620	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	Issued	United States of America
PlayMonster Group LLC	13/965,267	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	Issued	United States of America
PlayMonster Group LLC	14/577,375	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	Issued	United States of America
PlayMonster Group LLC	14/854,381	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	Issued	United States of America
PlayMonster Group LLC	15/087,429	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	Issued	United States of America
PlayMonster Group LLC	16/256,246	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	Allowed	United States of America
PlayMonster Group LLC	61/435,561	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	Completed	United States of America
PlayMonster Group LLC	61/495,439	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	Completed	United States of America

PlayMonster Group LLC	PCT/US12/22203	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	Completed	PCT
PlayMonster Group LLC	13/491,119	DECORATIVE ARTICLE AND APPARATUS AND METHOD FOR CREATING THE SAME	Issued	United States of America
PlayMonster Group LLC	61/597,314	DECORATIVE ARTICLE AND APPARATUS AND METHOD FOR CREATING THE SAME	Completed	United States of America
PlayMonster Group LLC	29/412,870	BRACELET, NECKLACE, BELT, KEY FOB, SHASH, CORD OR LEASH	Issued	United States of America
PlayMonster Group LLC	201410602405.2	LOOM AND METHOD FOR CREATING AN ARTICLE	Issued	China
PlayMonster Group LLC	201610520301.6	LOOM AND METHOD FOR CREATING AN ARTICLE	Issued - Abandonment Pending	China
PlayMonster Group LLC	14189830.4	LOOM AND METHOD FOR CREATING AN ARTICLE	Closed	European Patent Office
PlayMonster Group LLC	14/341,187	LOOM AND METHOD FOR CREATING AN ARTICLE	Issued	United States of America
PlayMonster Group LLC	14/820,198	LOOM AND METHOD FOR CREATING AN ARTICLE	Issued	United States of America
PlayMonster Group LLC	15/583,100	LOOM AND METHOD FOR CREATING AN ARTICLE	Issued	United States of America
PlayMonster Group LLC	61/902,922	LOOM AND METHOD FOR CREATING AN ARTICLE	Completed	United States of America
PlayMonster Group LLC	61/939,338	LOOM AND METHOD FOR	Completed	United States of America

		CREATING AN ARTICLE		
PlayMonster Group LLC	62/102,851	INTERLINKING BLANKET	Closed	United States of America
PlayMonster Group LLC	15/360,105	TARGET GAME AND METHOD OF PLAYING THE TARGET GAME	Closed	United States of America
PlayMonster Group LLC	16/262,198	ADVENTURE KIT	Closed	United States of America
PlayMonster Group LLC	16/276,736	FASHION ACCESSORY AND METHOD OF MAKING	Issued	United States of America
PlayMonster Group LLC	17/196,310	FASHION ACCESSORY AND METHOD OF MAKING	Published	United States of America
PlayMonster Group LLC	16/277,259	WALL STICKER 2D PLAYScape	Published/Abandonment Pending	United States of America
PlayMonster Group LLC	17/178,128	PERSONALIZED CRAFT AND A KIT AND METHOD THEREFOR	Pending	United States of America
PlayMonster Group LLC	62/977,878	APPARATUS, KIT, AND METHOD FOR CREATING A PERSONALIZED CRAFT	Completed	United States of America
PlayMonster Group LLC	29/333,510	WRIST AUDIO DEVICE	Issued	United States of America
PlayMonster Group LLC	29/339,086	PENDANT AUDIO DEVICE	Issued	United States of America
PlayMonster Group LLC	201280006259.6	TOOL, KIT AND METHOD FOR CREATING FASHION ACCESSORIES AND ARTICLE MADE USING THE METHOD	Issued	China
PlayMonster Group LLC	201610090952.6	TOOL, KIT AND METHOD FOR CREATING FASHION ACCESSORIES AND ARTICLE MADE USING THE METHOD	Issued	China
PlayMonster Group LLC	12703376.9	TOOL, KIT AND METHOD FOR	Issued	Germany

		CREATING FASHION ACCESSORIES AND ARTICLE MADE USING THE METHOD		
PlayMonster Group LLC	12703376.9	TOOL, KIT AND METHOD FOR CREATING FASHION ACCESSORIES AND ARTICLE MADE USING THE METHOD	Issued	France
PlayMonster Group LLC	12703376.9	TOOL, KIT AND METHOD FOR CREATING FASHION ACCESSORIES AND ARTICLE MADE USING THE METHOD	Issued	United Kingdom
PlayMonster Group LLC	13/357,053	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	Issued	United States of America
PlayMonster Group LLC	13/425,004	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	Issued	United States of America
PlayMonster Group LLC	13/533,062	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	Issued	United States of America
PlayMonster Group LLC	13/788,620	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	Issued	United States of America
PlayMonster Group LLC	13/965,267	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	Issued	United States of America
PlayMonster Group LLC	14/577,375	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	Issued	United States of America
PlayMonster Group LLC	14/854,381	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	Issued	United States of America
PlayMonster Group LLC	15/087,429	TOOL AND METHOD FOR CREATING	Issued	United States of America

		FASHION ACCESSORIES		
PlayMonster Group LLC	16/256,246	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	Allowed	United States of America
PlayMonster Group LLC	13/491,119	DECORATIVE ARTICLE AND APPARATUS AND METHOD FOR CREATING THE SAME	Issued	United States of America
PlayMonster Group LLC	29/412,870	BRACELET, NECKLACE, BELT, KEY FOB, SHASH, CORD OR LEASH	Issued	United States of America
PlayMonster Group LLC	201410602405.2	LOOM AND METHOD FOR CREATING AN ARTICLE	Issued	China
PlayMonster Group LLC	14/341,187	LOOM AND METHOD FOR CREATING AN ARTICLE	Issued	United States of America
PlayMonster Group LLC	14/820,198	LOOM AND METHOD FOR CREATING AN ARTICLE	Issued	United States of America
PlayMonster Group LLC	15/583,100	LOOM AND METHOD FOR CREATING AN ARTICLE	Issued	United States of America
PlayMonster Group LLC	16/276,736	FASHION ACCESSORY AND METHOD OF MAKING	Issued	United States of America
PlayMonster Group LLC	17/196,310	FASHION ACCESSORY AND METHOD OF MAKING	Published	United States of America
PlayMonster Group LLC	16/277,259	WALL STICKER 2D PLAYSCAPE	Published/Abandonment Pending	United States of America
PlayMonster Group LLC	17/178,128	PERSONALIZED CRAFT AND A KIT AND METHOD THEREFOR	Pending	United States of America
PlayMonster Group LLC	62/977,878	APPARATUS, KIT, AND METHOD FOR CREATING A	Complete	United States of America

		PERSONALIZED CRAFT		
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