

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI65446

<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>
WECOOL TOYS INC.	03/01/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	MIDCAP FINANCIAL TRUST, AS COLLATERAL AGENT
<b>Street Address:</b>	7255 WOODMONT AVENUE
<b>Internal Address:</b>	SUITE 300
<b>City:</b>	BETHESDA
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>PROPERTY NUMBERS Total: 17</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	11420169
Patent Number:	10654016
Patent Number:	11433365
Patent Number:	11819808
Application Number:	17443238
Application Number:	16948068
Application Number:	17453301
Application Number:	17456297
Application Number:	17810368
Application Number:	18053569
Application Number:	63512298
Application Number:	29792282
Application Number:	29879442
Application Number:	18446083
Application Number:	18499464
Application Number:	63589782
Application Number:	17306293
<b>CORRESPONDENCE DATA</b>	

**Fax Number:**

*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:** 9736816387

**Email:** LBuhs@proskauer.com

**Correspondent Name:** PROSKAUER ROSE LLP

**Address Line 1:** One International Place

**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	11964.414
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<b>NAME OF SUBMITTER:</b>	Laura Buhs
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<b>SIGNATURE:</b>	Laura Buhs
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<b>DATE SIGNED:</b>	03/01/2024
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**Total Attachments: 6**

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## **PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT, dated as of March 1, 2024 (this “**Agreement**”), is made by each of the signatories hereto indicated as a “Grantor” (each, a “**Grantor**” and collectively, the “**Grantors**”) in favor of MIDCAP FINANCIAL TRUST, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Agent**”).

WHEREAS, the Grantors entered into a Pledge and Security Agreement dated as of November 12, 2021 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

### **SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### **SECTION 2. Grant of Security Interest**

Each Grantor hereby grants and pledges to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all of the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Patent Collateral**”), as collateral security for the Secured Obligations: all United States and non-U.S. patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including: (a) each patent and patent application listed on Schedule A attached hereto, (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof, (c) all rights corresponding thereto throughout the world, (d) all inventions and improvements claimed therein, (e) all rights to sue for past, present and future infringements thereof, and (f) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Notwithstanding the foregoing and anything to the contrary contained herein, in no event shall the Patent Collateral include, or the security interest granted and pledged under Section 2.1 hereof attach to, any Excluded Assets.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

#### **SECTION 4. Recordation**

Each Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Agreement.

#### **SECTION 5. Governing Law, Etc.**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTIONS 10.15 (CONSENT TO JURISDICTION) AND 10.16 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT.

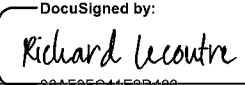
#### **SECTION 6. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

*[Remainder of page intentionally left blank]*

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

WECOOOL TOYS INC.

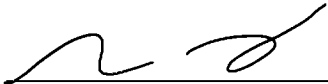
By:  DocuSigned by:  
36AF9FC41E2D409...  
Name: Richard Lecoutre  
Title: Chief Financial Officer

Accepted and Agreed:

MIDCAP FINANCIAL TRUST, as Collateral Agent

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

**SCHEDULE A**  
**to**  
**PATENT SECURITY AGREEMENT**

**ISSUED PATENTS**

<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
Apparatus and a method for the preparation of a play, craft and/or toy compound	US11420169B2	08/23/2022
Apparatus and a method for the preparation of a play, craft and/or toy compound	US10654016B2	05/19/2020
Play compound	US11433365B2	09/06/2022
Apparatus and a method for the preparation of a play, craft and/or toy compound	US11819808B2	11/21/2023

**PATENT APPLICATIONS**

<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>
Dough-like play compounds, kits, and methods of making and using the same	17/443238*	07/22/2021
Tactile play compound with 3D stereoscopic illusions	16/948068*	08/31/2020
Toy system with nesting replicas	17/453301*	11/02/2021
Remote control vehicle with neon lights	17/456297*	11/23/2021
Toy loom	17/810368*	07/01/2022
Modular and customizable toy systems comprising building blocks, removable non-adhesive graphics, and built-in instructions	18/053569*	11/08/2022
apparatus for making 3d stickers, jewelry and buttons	63/512298*	07/07/2023
sports equipment	29/792282*	03/17/2022
3D sticker maker	29/879442*	07/07/2023
UV-light drawing activity	18/446083	08/08/2023
Apparatus and a method for the preparation of a play, craft and/or toy compound	18/499,464	11/01/2023
Apparatus for Making 3D Cards	63/589,782	10/12/2023
Hand cleaning composition with timed use duration	17/306293	05/03/2021

**Foreign Patents and Applications:**

<b>Title</b>	<b>Patent No. / Pub. No.</b>	<b>Application No. and Filing Date</b>	<b>Status</b>
Apparatus and a method for the preparation of a play, craft and/or toy compound	EP3612283	EP2018727047 04/18/2018	Granted
Actuatable toy animal	WO2023086870	WO2022US79615 11/10/2022	Published
Erupting mixture forming goo-like play compound	WO2023028552	WO2022US75449 08/25/2022	Published
Apparatus and a method for the preparation of a play, craft and/or toy compound	AU2021203050B2	AU2021203050 05/13/2021	Granted
Apparatus and a method for the preparation of a play, craft and/or toy compound	CA3060387	CA3060387 04/18/2018	Pending
Apparatus and a method for the preparation of a play, craft and/or toy compound	HK40013589A	62020003387.1 02/26/2020	Pending
Apparatus and a method for the preparation of a play, craft and/or toy compound	EP4288294	EP22750583.1 08/08/2023	Pending