

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558737

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PlayMonster LLC		11/16/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	LBC Credit Agency Services, LLC, as Agent		
Street Address:	555 East Lancaster Avenue, Suite 450		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4978151	ACTION PLATES	
Registration Number:	4720356	CYCLEX	
Registration Number:	4729330	FASHION PLATES	
Registration Number:	5547329	FUZZY-FELT	
Registration Number:	5351981	HYPNOGIZMO	
Registration Number:	5629883	LATCHKITS	
Registration Number:	5246762	POPOIDS	
Registration Number:	5769976	ROMPER ROOM	
Registration Number:	5242554	ROMPER ROOM	
Registration Number:	5097232	ROTODRAW	
Registration Number:	5709421	STITCHKITS	
Registration Number:	5770089	WATERFULS	
Registration Number:	5823242	Y'ART	
Registration Number:	5897503	SPEAK AND SPELL	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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>			

OP \$365.00 4978151

Phone: 3128637198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy J. Brougher, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6030.132

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 01/23/2020

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of November, 2018, by and between PlayMonster LLC, a Delaware limited liability company ("Grantor"), and LBC CREDIT AGENCY SERVICES, LLC, in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, TS-Patch Holdings, LLC, a Delaware limited liability company ("Holdings"), 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 Lenders have agreed to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, it is a condition precedent to the availability of Loans under the Credit Agreement that the Grantor shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark 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, 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 Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants and pledges to Agent, for the benefit of the Lenders, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark intellectual property licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark intellectual property license; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark intellectual property license;

provided that notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under this Section 2 attach to "intent-to-use" Trademarks until such time as Amendments to Allege Use or Statements of Use under Section 1(c) and 1(d) of the Lanham Act are filed.

3. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice to Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor (to the extent included in Trademark Collateral). Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

4. COUNTERPARTS. This Trademark 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

5. GOVERNING LAW; SUBMISSION TO JURISDICTION. THIS TRADEMARK SECURITY AGREEMENT, AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (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. EACH OF GRANTOR AND AGENT HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE BOROUGH OF MANHATTAN, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH OF GRANTOR AND AGENT EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. EACH OF

GRANTOR AND AGENT HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON GRANTOR OR AGENT, AS APPLICABLE, BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO GRANTOR, OR AGENT, AS APPLICABLE, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 8 OF THE SECURITY AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

6. WAIVER OF JURY TRIAL. EACH OF GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. GRANTOR AND AGENT ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER FINANCING DOCUMENTS, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. GRANTOR AND AGENT WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

7. General Terms and Conditions. In addition to and without limitation of any of the foregoing, this Trademark Security Agreement shall be deemed to be a Financing Document and shall otherwise be subject to all of the general terms and conditions contained in Article 11 of the Credit Agreement, *mutatis mutandi*.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

PLAYMONSTER LLC

By: 

Name: Domenic Grisanzio

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**LBC CREDIT AGENCY SERVICES, LLC, as
Agent**

By: 

Name: David E. Frainow

Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
PlayMonster LLC	4147452	100 WACKY THINGS
PlayMonster LLC	3846453	5 SECOND RULE
PlayMonster LLC	4828670	ALL IN
PlayMonster LLC	5199780	AUTOMOBLOX
PlayMonster LLC	2443503	BIG DEAL
PlayMonster LLC	4169137	BIG LITTLE GAMES
PlayMonster LLC	4594485	BOUNCY BOP
PlayMonster LLC	5545389	BRAIN FART
PlayMonster LLC	2776634	BUZZWORD
PlayMonster LLC	4372595	CHAIN LETTERS
PlayMonster LLC	4864637	CHEESE DIP
Patch Products, Inc.	4154928	DESIGN 'N' DOODLE
PlayMonster LLC	5393083	DICTITIOUS
PlayMonster LLC	5360171	DON'T ROCK THE BOAT
PlayMonster LLC	4329388	EASTER EGG-TIVITIES
PlayMonster LLC	4433864	EATON DEDD
PlayMonster LLC	4563450	FARKLE FLIP
PlayMonster LLC	4032573	FARKLE FRENZY
PlayMonster LLC	4137725	FARKLE THE CLASSIC DICE-ROLLING, RISK-TAKING GAME (WITH DESIGN)

PlayMonster LLC	4423053	FARKLE AROUND
PlayMonster LLC	4346941	FARKLE NANO
Patch Products, Inc.	4469068	FIND YOUR INNER MONKEY
PlayMonster LLC	4339789	FINGER FLICKIN'
PlayMonster LLC	4223117	FLASH & FURIOUS
PlayMonster LLC	4770104	FLIP FLOP
PlayMonster LLC	4999771	GLOW TO SLEEP
PlayMonster LLC	3644375	GO APE!
PlayMonster LLC	5088502	GRABOLO
PlayMonster LLC	4793055	HYPHER DASH
PlayMonster LLC	2867815	IMPERIAL
PlayMonster LLC	4433863	IMA BANANERD
PlayMonster LLC	5197234	JUBALLEES
PlayMonster LLC	4816152	KID O
PlayMonster LLC	3444154	KID O
PlayMonster LLC	3650252	KID O & Design
PlayMonster LLC	3540337	KID O & Design
PlayMonster LLC	4041869	KNOW IT OR BLOW IT!
PlayMonster LLC	1519949	LAURI
PlayMonster LLC	4038685	LOCKTAGONS
PlayMonster LLC	4433865	LONG SOCK SILVER
PlayMonster LLC	4419879	MAGENTA BEETSCH
PlayMonster LLC	4245795	MAGNATAB
PlayMonster LLC	5291815	MARBLEOCITY
PlayMonster LLC	3842965	MIGHTY MONKEY
PlayMonster LLC	4423019	MIRARI

PlayMonster LLC	4318034	MYPAD
PlayMonster LLC	4577674	MYPHONE
PlayMonster LLC	4735400	OK TO WAKE!
Patch Products, LLC	3704145	PATCH PALS CLUB
PlayMonster LLC	1969515	PATCH WITH DESIGN
PlayMonster LLC	4429835	PLANET SOCK MONKEY
PlayMonster LLC	5177785	PLAYMONSTER
PlayMonster LLC	4419881	POP! POP! PIANO
PlayMonster LLC	5088468	POPALOTSY
PlayMonster LLC	5065777	PROVE IT
PlayMonster LLC	5088467	QUBOSITY
PlayMonster LLC	5183378	QWITCH
PlayMonster LLC	4372594	SHIZZLE
PlayMonster LLC	4864636	SMART START
PlayMonster LLC	2681823	SNEAKY PUZZLES
PlayMonster LLC	4864638	SPARKY
PlayMonster LLC	4999400	SPUNK WURKS
PlayMonster LLC	4819586	STACK ATTACK
PlayMonster LLC	4419877	STAR HARMONKEY
PlayMonster LLC	2747288	SWAP!
Patch Products, Inc.	4154929	SWIVEL
PlayMonster LLC	4735398	TEACH ME TIME!
PlayMonster LLC	5319970	TINKINEER
PlayMonster LLC	2958708	TOSS UP!
PlayMonster LLC	4740394	UTTER NONSENSE
PlayMonster LLC	4745134	UTTER NONSENSE! & Design

PlayMonster LLC	4745135	UTTER NONSENSE Design only
PlayMonster LLC	4419880	WEE KEYS
Patch Products, Inc.	4564219	WIND-UP EGG PALS
PlayMonster LLC	2773503	WOOLY WILLY
PlayMonster LLC	3917926	WORD SHOUT
PlayMonster LLC	4864632	YETI IN MY SPAGHETTI
PlayMonster LLC	4325107	ZIG-ZAG XYLO TRAIN
Patch Products, Inc.	75253909	MALARKY
PlayMonster LLC	85796206	M.O.N.K.
PlayMonster LLC	5586718	MYLAND & Design
PlayMonster LLC	5504967	PASS THE PUP
PlayMonster LLC	5510040	RELATIVE INSANITY

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
PlayMonster LLC	88026304	BUTTS UP
PlayMonster LLC	88026280	AQUA DIVER
PlayMonster LLC	87694714	KISS MY BASS
PlayMonster LLC	88026273	MELTDOWN
PlayMonster LLC	88026320	MOTOCLUB
PlayMonster LLC	87091169	MYBUDDY
PlayMonster LLC	86845072	MYLAND
PlayMonster LLC	87903421	ORANGUTWANG
PlayMonster LLC	87648699	ROCK THE BLOX

PlayMonster LLC	87535615	SHELLBY
PlayMonster LLC	88026252	TOOBALLOOPA
PlayMonster LLC	Ser. No. 88169261	WHAT'S YOURS LIKE?
PlayMonster LLC	88026338	YETI, SET, GO!
PlayMonster LLC	88149218	BUBBIMALS

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

ADDITIONAL UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
PlayMonster LLC	4978151	ACTION PLATES
PlayMonster LLC	4720356	CYCLEX
PlayMonster LLC	4729330	FASHION PLATES
PlayMonster LLC	5547329	FUZZY-FELT
PlayMonster LLC	5351981	HYPNOGIZMO
PlayMonster LLC	5629883	LATCHKITS
PlayMonster LLC	5246762	POPOIDS
PlayMonster LLC	5769976	ROMPER ROOM
PlayMonster LLC	5242554	ROMPER ROOM
PlayMonster LLC	5097232	ROTODRAW
PlayMonster LLC	5709421	STITCHKITS
PlayMonster LLC	5770089	WATERFULS
PlayMonster LLC	5823242	Y`ART
PlayMonster LLC	5897503	SPEAK AND SPELL

Applications:

None.

ADDITIONAL OTHER TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
PlayMonster LLC	1465212	International – Madrid, designating European Union and United Kingdom	Y'ART
PlayMonster LLC	1478514	International – Madrid, designating Australia and New Zealand	Y'ART

Applications:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
PlayMonster LLC	2025288	Australia	Y'ART
PlayMonster LLC	1941531	Canada	Y'ART
PlayMonster LLC	1902610	Canada	SPEAK & SPELL