

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Agreement R/F002654/0125		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TD Bank, N.A.		12/21/2011	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	TD Bank, N.A., as Agent		
Street Address:	555 Hudson Valley Avenue, Suite 105		
Internal Address:	Mail Stop: NY2-137-011		
City:	New Windsor		
State/Country:	NEW YORK		
Postal Code:	12553		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85405510	TOTAL GEAR	
Serial Number:	85429074	KIDTOPIA	
Registration Number:	4049991	SCARCE	
Registration Number:	1591085	MINIVILLE	
Registration Number:	1561078	TOPSVILLE	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

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ATTORNEY DOCKET NUMBER:	048816
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	01/04/2012
Total Attachments: 8 source=1-4-11 TD Bank-TM#page1.tif source=1-4-11 TD Bank-TM#page2.tif source=1-4-11 TD Bank-TM#page3.tif source=1-4-11 TD Bank-TM#page4.tif source=1-4-11 TD Bank-TM#page5.tif source=1-4-11 TD Bank-TM#page6.tif source=1-4-11 TD Bank-TM#page7.tif source=1-4-11 TD Bank-TM#page8.tif	

TD BANK, N.A., As Agent

Third Amendment to Confirmatory Trademark Security Agreement

BETWEEN

TOPSVILLE, INC., as Debtor

AND

TD BANK, N.A., as Agent

This Third Amendment to Confirmatory Trademark Security Agreement made this 21st day of December 2011 by and between **TOPSVILLE, INC.**, a Florida corporation with its principal place of business at 10370 USA Today Way, Miramar, Florida 33025 (hereinafter, the "**Debtor**"), and **TD BANK, N.A.**, successor by merger to Hudson United Bank ("**TD Bank**"), a national association organized under the laws of the United States of America with offices located at 555 Hudson Valley Avenue, Suite 105, New Windsor, New York 12553, Mail Stop: NY2-137-011 as Agent for Lenders (in such capacity, hereinafter, the "**Agent**").

WITNESSETH:

The Debtor is a party to a restated guaranty and security agreement dated March 25, 2009 with TD Bank as amended by a first amendment dated even date herewith as the same has been or may be supplemented, modified, amended or restated from time to time (the "**Restated Guaranty**") which is a restatement of a guaranty and security agreement dated December 23, 2002 between Debtor and Hudson United Bank (as the same has been or may be supplemented, modified, amended or restated from time to time, pursuant to which, among other things, in order to secure all Obligations of Jaclyn, Inc., ("**Borrower**") defined in the Loan Agreement (as hereinafter defined) and Debtor's obligations in connection with the Restated Guaranty, Debtor pledged and granted to Agent a present and continuing lien and security interest in and to (among other things) any and all of Debtor's present and future general and intangibles including, without limitation, the Trademarks (as hereinafter defined).

The Confirmatory Trademark Security Agreement dated December 23, 2002 was recorded in the United States Patent and Trademark Office on January 2, 2003 in Reel/Frame No. 002654/0125 (the Confirmatory Trademark Security Agreement dated December 23, 2002, as amended by a first amendment to confirmatory trademark security agreement, dated March 25, 2009, recorded in the United States Patent and Trademark Office on March 31, 2009 in Reel/Frame No. 3962/0024, a second amendment to confirmatory trademark security agreement dated June 28, 2010 and recorded July 13, 2010 in Reel/Frame No. 004240/0619 and as amended by this third amendment to confirmatory trademark security agreement, as the same may be supplemented, modified, amended or restated from time to time in the manner provided herein, is collectively referred to as, this "**Agreement**").

Debtor and Agent, at the direction of and on behalf of Lenders (under and as defined in the Loan Agreement), have agreed to modify the terms and conditions of this Agreement pursuant to the terms and conditions of the Loan Agreement and the Restated Guaranty including, without limitation, modifying the lien and security interest in and to (among other things), any and all of Debtor's present and future general intangibles including, without limitation, the Trademarks, trademark registrations and applications of Debtor.

Debtor and Agent have entered into this Agreement and the Debtor has signed a Special Power of Attorney, which is attached hereto as **Schedule B**, in order to confirm the liens and security interests granted in such collateral and to permit the recordation of this Agreement and those liens and security interests with the appropriate governmental authorities, all upon the terms and provisions and subject to the conditions hereinafter set forth.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Debtor, Debtor hereby pledges, assigns, conveys, transfers, delivers and confirms to the Agent for the benefit of Lenders (under and as defined in the Loan Agreement), and grants to Agent for the benefit of Lenders, a present and continuing lien and security interest in and to any and all of the trademarks, trademark registrations and applications of Debtor listed on **Schedule A** hereto (as the same may be amended pursuant hereto from time to time), including (without limitation) any and all renewals and extensions thereof (whether in whole or in part), any and all rights corresponding to any of the foregoing throughout the world, and the good will of the business to which each of those trademarks relates, in each case whether now existing or hereafter acquired or created, whether owned, individually, jointly or otherwise, together with the products and proceeds thereof (including any and all license royalties and the proceeds of infringement suits), all payments and other distributions with respect thereto and any renewals, continuations, modifications and extensions of any and all of the foregoing (all of the foregoing herein collectively referred to as, the "Trademarks"). To the extent that TD Bank has any rights in and to the Trademarks or this Agreement (whether as secured party or otherwise), it hereby assigns to Agent all such right, title and interest.

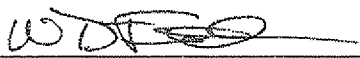
Debtor hereby authorizes Agent to modify this Agreement (without the signature of Debtor) by amending **Schedule A** hereto to include any and all future trademarks and trademark registrations, which are included as "Trademarks" above and as "Collateral" under (and as defined in) this Agreement, whenever acquired or created.

This Agreement is not intended, and shall not be deemed or construed, to supersede, diminish or change any of the terms or provisions of the Loan Agreement and the other Loan Documents including, without limitation, the Restated Guaranty except as specifically set forth herein. This Agreement shall be governed and construed in accordance with all of the terms and provisions of the Loan Agreement and the other Loan Documents including, without limitation, the Restated Guaranty except as specifically set forth herein and Agent shall have all of the rights, powers, privileges and remedies granted by those terms and provisions, as if those terms and provisions were fully set forth herein. All of Agent's rights, powers, privileges and remedies with respect to the Trademarks, whether established by this Agreement, the Loan Agreement and any other Loan Document including, without limitation, the Restated Guaranty or applicable law,

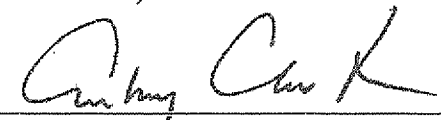
shall be cumulative and may be exercised singularly or concurrently in such order and manner as Agent may elect. This Agreement shall continue in full force and effect for so long as any obligations remain outstanding under the Loan Agreement and the other Loan Documents including, without limitation, the Restated Guaranty and the termination of the Loan Agreement, and may be terminated, modified, amended or restated only in a document executed by Agent and Debtor. Capitalized terms used herein and not defined in this Agreement shall have the meaning given to such terms in the Loan Agreement. For purposes of this Agreement, "Loan Agreement" means that certain second restated revolving loan agreement dated the date hereof among Borrower, Lenders from time to time party thereto and Agent.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

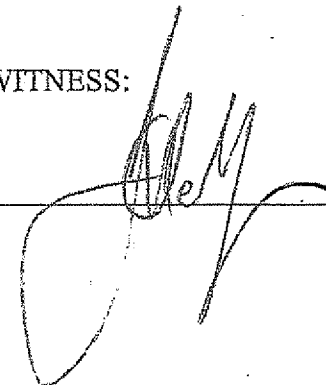
WITNESS:




TOPSVILLE, INC.

by 
_____ Anthony Christon
Chief Financial Officer & Treasurer

WITNESS:



TD BANK, N.A., as Agent

by 
_____ John F. Rath
Senior Vice President

STATE OF NEW JERSEY)
) ss.:
COUNTY OF BERGEN)

On the 21st day of December 2011 before me personally came ANTHONY CHRISTON, to me known, who, being by me duly sworn, did depose and say that he is the Chief Financial Officer of TOPSVILLE, INC., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.



Notary Public

STATE OF NEW JERSEY)
) ss.:
COUNTY OF BERGEN)

LAURA CALABRIA
NOTARY PUBLIC
NEW JERSEY
MY COMMISSION EXPIRES 8-29-16

On the 21st day of December 2011 before me personally came JOHN F. RATH to me known, who, being by me duly sworn, did depose and say that he is a Senior Vice President of TD BANK, N.A., the bank described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said national bank.



Notary Public

LAURA CALABRIA
NOTARY PUBLIC
NEW JERSEY
MY COMMISSION EXPIRES 8-29-16

SCHEDULE A

<u>Topsville Trademark</u>	<u>Registration Number/State</u>
TOTAL GEAR	85405510 (Serial Number)
KIDTOPIA	85429074 (Serial Number)
SCARCE	4049991
MINIVILLE	1591085
TOPSVILLE	1561078

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SCHEDULE B

SPECIAL POWER OF ATTORNEY

STATE OF NEW JERSEY)
) ss.:
COUNTY OF BERGEN)

KNOW ALL MEN BY THESE PRESENTS, that TOPSVILLE, INC., a Florida corporation with its principal place of business at 11800 NW 102 Road, Medley, Florida 33178 (hereinafter, "Debtor"), pursuant to a Third Amendment to Confirmatory Trademark Security Agreement dated the date hereof (the "Agreement"), hereby constitutes and appoints TD BANK, N.A., a national association organized under the laws of the United States of America with offices located at 555 Hudson Valley Avenue, Suite 105, New Windsor, New York 12553, Mail Stop: NY2-137-011 (hereinafter, "Agent"), as its true and lawful attorney-in-fact, with full power of substitution, and with full power and authority to perform the following acts on behalf of Debtor at any time and from time to time after the occurrence and during the continuance of an Event of Default, and subject to the other terms and conditions of the Loan Agreement and the other Loan Documents (all capitalized terms not defined herein shall have the meanings assigned to them in the Agreement or the Loan Agreement, as the case may be):

1. Assign, sell or otherwise dispose of all right, title and interest in and to the trademarks, trademark registrations and applications of Debtor listed on **Schedule A** of the Agreement, and including those trademarks, trademark registrations and applications which are added to the same subsequent hereto, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to maintain the trademarks, trademark registrations and applications of Debtor listed on **Schedule A** of the Agreement, and including those trademarks, trademark registrations and applications which are added to the same subsequent hereto, as Agent may in its sole discretion determine to be necessary.

This power of attorney is made pursuant to the Agreement, dated the date hereof, between Debtor and Agent (i) is coupled with an interest and (ii) shall be irrevocable for the term of this

