

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434769

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POOF-SUMMIT HOLDINGS, LLC		06/26/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3241068	BACKYARD SAFARI	
Registration Number:	4440963	COVERT FORCE	
Registration Number:	3572981	GARDEN GIRLZ	
Registration Number:	4973845	KEEP SAFE DIARY	
Registration Number:	2579457	ME & MY PET	
Registration Number:	4650774	STINK BUGZZZ	
Registration Number:	3510380	SUMMIT	
Registration Number:	4237926	TEST PILOT	
Registration Number:	3510379	TOYS WITH A TWIST	
Registration Number:	3462868	ZILLIONZ	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		

OP \$265.00 3241068

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Joanne BL Arnold

SIGNATURE: /Joanne BL Arnold/

DATE SIGNED: 07/12/2017

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

POOF-SUMMIT HOLDINGS, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 26, 2017

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Street Address: One Bryant Park

City: New York

State: NY

Country: USA Zip: 10036

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s) _____

See Schedule 1

See Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Docket Number: _____

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

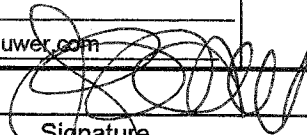
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Joanne BL Arnold

Name of Person Signing

June 26, 2017

Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”) is made as of June 26, 2017 by POOF-SUMMIT HOLDINGS, LLC (“**Grantor**”), in favor of BANK OF AMERICA, N.A. (“**Agent**”) as agent for the financial institutions and other Persons (the “**Lenders**”) from time to time party to the Loan and Security Agreement described below. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan and Security Agreement.

W I T N E S S E T H

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof, among ALEX TOYS, LLC (“**Alex**”) and POOF-SLINKY, LLC (“**PSLLC**”) and together with Alex, collectively, the “**Borrowers**”), as borrowers thereunder, the Guarantors party thereto, Agent and the Lenders (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan and Security Agreement**”), the Lenders have agreed to make certain Loans and extend certain other financial accommodations to or for the benefit of the Grantor; and

WHEREAS, pursuant to the Loan and Security Agreement, the Grantor granted to Agent, for the benefit of the Secured Parties, a continuing security interest in, among other Collateral, certain Intellectual Property of the Grantor, including Trademarks, and have agreed to execute this Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate Governmental Authorities;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Agent as follows:

1. Grant of Security. To secure the prompt payment and performance of the Obligations, Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions or otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other appropriate Governmental Authorities to record this Trademark Security Agreement upon request by the Agent.

3. Loan Documents. The Loan and Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference hereto. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


5. Successors and Assigns. This Trademark Security Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

POOF-SUMMIT HOLDINGS, LLC

By: 

Name: John Belniak

Title: Authorized Officer

Address for Notices:

c/o Propel Equity Partners

10 Glenville Street

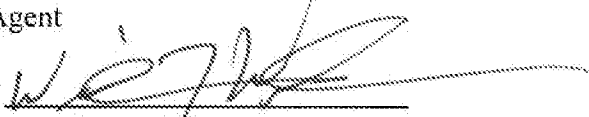
Greenwich, Connecticut 06831

Telecopy: 203-930-7731

[Signatures continued on following page]

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.,
as Agent

By: 

Name: William J. Wilson

Title: Senior Vice President

Trademark Security Agreement (ABL) (Poof-Summit Holdings, LLC)

TRADEMARK
REEL: 006103 FRAME: 0762

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration No.	Registration Date	Owner	Country
BACKYARD SAFARI	3241068	15-May-2007	Poof-Summit Holdings, LLC	United States of America
COVERT FORCE	4440963	26-Nov-2013	Poof-Summit Holdings, LLC	United States of America
GARDEN GIRLZ	3572981	10-Feb-2009	Poof-Summit Holdings, LLC	United States of America
KEEP SAFE DIARY	4973845	7-Jun-2016	Poof-Summit Holdings, LLC	United States of America
ME & MY PET	2579457	11-Jun-2002	Poof-Summit Holdings, LLC	United States of America
STINK BUGZZZ	4650774	9-Dec-2014	Poof-Summit Holdings, LLC	United States of America
SUMMIT	3510380	7-Oct-2008	Poof-Summit Holdings, LLC	United States of America
TEST PILOT	4237926	6-Nov-2012	Poof-Summit Holdings, LLC	United States of America
TOYS WITH A TWIST	3510379	7-Oct-2008	Poof-Summit Holdings, LLC	United States of America
ZILLIONZ	3462868	8-Jul-2008	Poof-Summit Holdings, LLC	United States of America

TRADEMARK

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RECORDED: 07/12/2017