

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498787

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MB Financial Bank, N.A.		11/16/2018	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Playmonster LLC
Street Address:	1400 E. Inman Parkway
City:	Town of Beloit, Rock County
State/Country:	WISCONSIN
Postal Code:	53511
Entity Type:	Limited Liability Company: DELAWARE
Name:	Roominate, LLC
Street Address:	1400 E. Inman Parkway
City:	Town of Beloit, Rock County
State/Country:	WISCONSIN
Postal Code:	53511
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 94

Property Type	Number	Word Mark
Registration Number:	4147452	100 WACKY THINGS
Registration Number:	3846453	5 SECOND RULE
Registration Number:	4828670	ALL IN
Registration Number:	5199780	AUTOMOBLOX
Registration Number:	2443503	BIG DEAL
Registration Number:	4169137	BIG LITTLE GAMES
Registration Number:	4594485	BOUNCY BOP
Serial Number:	87760238	BRAIN FART
Registration Number:	2776634	BUZZWORD
Registration Number:	4372595	CHAIN LETTERS
Registration Number:	4864637	CHEESE DIP
Registration Number:	5393083	DICTITIOUS
Serial Number:	87694728	DOMINATION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5360171	DON'T ROCK THE BOAT
Registration Number:	4329388	EASTER EGG-TIVITIES
Registration Number:	4433864	EATON DEDD
Registration Number:	4563450	FARKLE FLIP
Registration Number:	4032573	FARKLE FRENZY
Registration Number:	4137725	FARKLE THE CLASSIC DICE-ROLLING, RISK-TA
Registration Number:	4423053	FARKLE AROUND
Registration Number:	4346941	FARKLE NANO
Registration Number:	4339789	FINGER FLICKIN'
Registration Number:	4223117	FLASH & FURIOUS
Registration Number:	4770104	FLIP FLOP
Registration Number:	4999771	GLOW TO SLEEP
Registration Number:	3644375	GO APE!
Registration Number:	4735000	GOUMIKIDS
Registration Number:	5088502	GRABOLO
Registration Number:	2867815	IMPERIAL
Registration Number:	4433863	IMA BANANERD
Registration Number:	5197234	JUBALLEES
Registration Number:	3444154	KID O
Registration Number:	4816152	KID O
Serial Number:	86448677	KID O
Registration Number:	3540337	KID O
Registration Number:	3650252	KID O
Serial Number:	86448673	KID O
Serial Number:	87694714	KISS MY BASS
Registration Number:	4041869	KNOW IT OR BLOW IT
Registration Number:	1519949	LAURI
Registration Number:	4038685	LOCKTAGONS
Registration Number:	4433865	LONG SOCK SILVER
Registration Number:	4132554	LOVE THE BOOK...LIVE THE GAME
Registration Number:	4419879	MAGENTA BEETSCH
Registration Number:	4245795	MAGNATAB
Registration Number:	5291815	MARBLEOCITY
Serial Number:	87464287	MEGA MISSION
Registration Number:	3842965	MIGHTY MONKEY
Registration Number:	4423019	MIRARI
Registration Number:	4419878	M.O.N.K.
Registration Number:	4318034	MYPAD

Property Type	Number	Word Mark
Serial Number:	87091169	MY BUDDY
Serial Number:	86845072	MYLAND
Serial Number:	87325335	MYLAND
Serial Number:	87084735	MYLAND
Serial Number:	87325336	MYLAND
Registration Number:	4577674	MYPHONE
Registration Number:	4492100	ODD JOBS
Registration Number:	4735400	OK TO WAKE!
Serial Number:	87711655	PASS THE PUP
Registration Number:	1969515	PATCH
Registration Number:	4429835	PLANET SOCK MONKEY
Registration Number:	5177785	PLAYMONSTER
Registration Number:	4419881	POP! POP! PIANO
Registration Number:	5088468	POPALOTSY
Registration Number:	5065777	PROVE IT
Registration Number:	5088467	QUBOSITY
Registration Number:	5183378	QWITCH
Serial Number:	87648044	RELATIVE INSANITY
Serial Number:	87648699	ROCK THE BLOX
Serial Number:	87535615	SHELLBY
Registration Number:	4372594	SHIZZLE
Registration Number:	4864636	SMART START
Registration Number:	2681823	SNEAKY PUZZLES
Registration Number:	4864638	SPARKY
Registration Number:	4999400	SPUNK WURKS
Registration Number:	4819586	STACK ATTACK
Registration Number:	4419877	STAR HARMONKEY
Registration Number:	2747288	SWAP!
Registration Number:	4119209	TALES TO PLAY
Registration Number:	4735398	TEACH ME TIME!
Registration Number:	5319970	TINKINEER
Registration Number:	2958708	TOSS UP!
Registration Number:	4740394	UTTER NONSENSE
Registration Number:	4745134	UTTER NONSENSE!
Registration Number:	4745135	
Serial Number:	86448681	WE MAKE LEARNING LOOK LIKE CHILD'S PLAY
Registration Number:	4419880	WEE KEYS
Registration Number:	3337410	WHAT'S YOURS LIKE?

Property Type	Number	Word Mark
Registration Number:	2773503	WOOLY WILLY
Registration Number:	3917926	WORD SHOUT
Registration Number:	4864632	YETI IN MY SPAGHETTI
Registration Number:	4325107	ZIG-ZAG XYLO TRAIN
Registration Number:	4371048	ROOMINATE

CORRESPONDENCE DATA

Fax Number: 6172359493
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: 617-951-7169
Email: catherine.murray@ropesgray.com
Correspondent Name: Catherine Murray
Address Line 1: Prudential Tower, 800 Boylston Street
Address Line 2: Ropes & Gray LLP
Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	AGW-315
NAME OF SUBMITTER:	Catherine Murray
SIGNATURE:	/cmurray/
DATE SIGNED:	11/19/2018

Total Attachments: 10

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”) is made and effective as of November 16, 2018 and granted by MB FINANCIAL BANK, N.A., a national banking association (the “**Secured Party**”), in favor of PLAYMONSTER LLC, a Delaware limited liability company, and ROOMINATE, LLC, a Delaware limited liability company (individually and collectively, a “**Grantor**”) and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of November 7, 2016 (as amended, restated, substituted, renewed or otherwise modified from time to time, the “**Loan Agreement**”) among the Grantor, the Secured Party, the Grantor executed and delivered to the Secured Party (i) that certain Grant of Security Interest in Trademarks and Patents by the Grantor in favor of the Secured Party dated as of November 7, 2016 (as amended by that certain First Amendment to Grant of Security Interest in Trademarks and Patents dated as of May 7, 2018, and as amended, restated, substituted, renewed or otherwise modified from time to time, the “**Patent and Trademark Security Agreement**”) and (ii) that certain Grant of Security Interest in Copyrights by the Grantor in favor of the Secured Party dated as of May 7, 2018 (as amended, restated, substituted, renewed or otherwise modified from time to time, the “**Copyright Security Agreement**”; together with the Patent and Trademark Security Agreement, the “**IP Security Agreement**”);

WHEREAS, pursuant to the IP Security Agreement, the Grantor pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6119, Frame 0694 on August 1, 2017, at Reel 6339, Frame 0011 on May 31, 2018, at Reel 43482, Frame 0424 and Reel 046276, Frame 0649 on May 31, 2018 and acknowledge by the United States Copyright Office on June 1, 2018 by Copyright Office Receipt No. 1-31SOL1Y; and

WHEREAS, the Grantor has requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the IP Collateral pursuant to the IP Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby states as follows:

1. Release of Security Interest. Secured Party hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the IP Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**IP Collateral**”):

(a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in Schedule 1A and Schedule 1B hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 2A and Schedule 2B hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“**Trademarks**”);

(c) any and all copyrights, copyright applications and registrations, and like protections in each work of authorship, whether registered or unregistered and whether published or unpublished, including the copyright registrations and applications set forth in Schedule 3 hereto, and all extensions and renewals

thereof (“**Copyrights**”);

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

(e) 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

(f) 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. Further Assurances. Secured Party agrees, at the Grantor’s expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release 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 Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

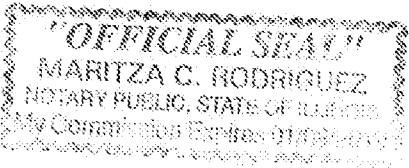
[Signature Appears on Following Page]

**Signature Page to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST**

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MB FINANCIAL BANK, N.A.,
as Secured Party

By: 
Name: John Littrell
Title: Senior Vice President



Address for Notices:

6111 N. River Road
3rd Floor
Rosemont, IL 60018

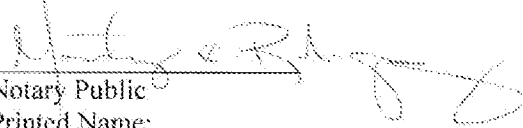
STATE OF Illinois)

COUNTY OF Cook)

)
)SS
)

On the 16 day of November, 2018, before me personally appeared John Littrell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the Senior Vice President of MB Financial Bank, N.A., the banking association described, and acknowledged the instrument to be the free act and deed of banking association for the uses and purposes mentioned in the instrument.

My Commission Expires: 1/15/2019


Notary Public
Printed Name:

SCHEDULE 1A - PATENTS (PLAYMONSTER LLC)

Country	Patent Title	Application No.	Filing Date	Patent No.	Issue Date
United States	Educational Snap-Together Toy Vehicle System	10/208,582	07/30/02	6,595,824	07/22/03
United States	Projecting Light Effects For Children	14/197,485	03/05/14	9,656,181	05/23/17
United States	Alarm Clock	29/328,461	11/25/08	D588,022	03/10/09
United States	Infant Data Collection Device	29/375,817	09/28/10	D649,135	11/22/11

SCHEDULE 1B - PATENTS (ROOMINATE, LLC)

Country	Patent Title	Application No.	Filing Date	Patent No.	Issue Date
United States	Miniature Customizable Room Building Components	13/842,959	03/15/13	9,004,974	04/14/15

SCHEDULE 2A - TRADEMARKS (PLAYMONSTER LLC)

Domestic Trademarks

Jurisdiction	Mark	Application No.	Filing Date	Reg. No	Reg. Date
United States	100 WACKY THINGS	85215837	01/12/11	4147452	05/22/12
United States	5 SECOND RULE	77850326	10/16/09	3846453	09/07/10
United States	ALL IN	86419651	10/09/14	4828670	10/05/15
United States	AUTOMOBLOX	87195408	10/06/16	5199780	05/09/17
United States	BIG DEAL	75837348	11/01/99	2443503	04/10/01
United States	BIG LITTLE GAMES	85325177	05/19/11	4169137	07/03/12
United States	BOUNCY BOP	86112636	11/07/13	4594485	08/26/14
United States	BRAIN FART	87760238	01/18/18		
United States	BUZZWORD	76397384	04/18/02	2776634	10/21/03
United States	CHAIN LETTERS	85831061	01/24/13	4372595	07/23/13
United States	CHEESE DIP	86562997	03/13/15	4864637	12/01/15
United States	DICTITIOUS	87535644	07/20/17	5393083	01/30/18
United States	DOMINATION	87694728	11/22/17		
United States	DON'T ROCK THE BOAT	87554469	08/03/17	5360171	12/19/17
United States	EASTER EGG-TIVITIES	85609711	04/26/12	4329388	04/30/13
United States	EATON DEDD	85796179	12/06/12	4433864	11/12/13
United States	FARKLE FLIP	86118670	11/14/13	4563450	07/08/14
United States	FARKLE FRENZY	85088895	07/20/10	4032573	09/27/11
United States	FARKLE THE CLASSIC DICE-ROLLING, RISK-TAKING GAME (WITH DESIGN)	85264185	03/11/11	4137725	05/08/12
United States	FARKLE AROUND	85775033	11/08/12	4423053	10/22/13
United States	FARKLE NANO	85831087	01/24/13	4346941	06/04/13
United States	FINGER FLICKIN'	85570597	03/15/12	4339789	05/21/13
United States	FLASH & FURIOUS	85421013	09/13/11	4223117	10/09/12
United States	FLIP FLOP	86276143	05/08/14	4770104	07/07/15
United States	GLOW TO SLEEP	86647858	06/01/15	4999771	07/12/16
United States	GO APE!	77358310	12/21/07	3644375	06/23/09
United States	GOUMIKIDS	86405041	09/24/14	4735000	05/12/15
United States	GRABOLO	86967312	04/07/16	5088502	11/22/16
United States	IMPERIAL	78158154	08/27/02	2867815	07/27/04
United States	IMA BANANERD	85796163	12/06/12	4433863	11/12/13
United States	JUBALLEES	87056354	06/01/16	5197234	05/02/17
United States	KID O	77221514	07/03/07	3444154	06/10/08
United States	KID O	86361755	08/08/14	4816152	09/22/15
United States	KID O	86448677	11/07/14		
United States	KID O & Design	78478013	09/02/04	3540337	12/02/08

United States	KID O & Design	77622859	11/26/08	3650252	07/07/09
United States	KID O & Design	86448673	11/07/14		
United States	KISS MY BASS	87694714	11/22/17		
United States	KNOW IT OR BLOW IT!	85271985	03/21/11	4041869	10/18/11
United States	LAURI	73713623	02/29/88	1519949	01/10/89
United States	LOCKTAGONS	85271984	03/21/11	4038685	10/11/11
United States	LONG SOCK SILVER	85796185	12/06/12	4433865	11/12/13
United States	LOVE THE BOOK, LIVE THE GAME	85093377	07/27/10	4132554	04/24/12
United States	MAGENTA BEETSCH	85796217	12/06/12	4419879	10/15/13
United States	MAGNATAB	85595954	04/12/12	4245795	11/20/12
United States	MARBLEOCITY	86863257	12/31/15	5291815	09/19/17
United States	MEGA MISSION	87464287	05/25/17		
United States	MIGHTY MONKEY	77837964	09/30/09	3842965	08/31/10
United States	MIRARI	85763588	10/25/12	4423019	10/22/13
United States	M.O.N.K.	85796206	12/06/12	4419878	10/15/13
United States	MYPAD	85446909	10/13/11	4318034	04/09/13
United States	MY BUDDY	87091169	07/01/16		
United States	MYLAND	86845072	12/10/15		
United States	MYLAND	87325335	02/06/17		
United States	MYLAND & Design	87084735	06/27/16		
United States	MYLAND & Design	87325336	02/06/17		
United States	MYPHONE	86118634	11/14/13	4577674	07/29/14
United States	ODD JOBS	85752922	10/12/12	4492100	03/04/14
United States	OK TO WAKE!	86471416	12/04/14	4735400	05/12/15
United States	PASS THE PUP	87711655	12/07/17		
United States	PATCH WITH DESIGN	74599575	11/16/94	1969515	04/23/96
United States	PLANET SOCK MONKEY	85733576	09/20/12	4429835	11/05/13
United States	PLAYMONSTER	86897854	02/04/16	5177785	04/04/17
United States	POP! POP! PIANO	85796340	12/06/12	4419881	10/15/13
United States	POPALOTSY	86926232	03/02/16	5088468	11/22/16
United States	PROVE IT	86819219	11/13/15	5065777	10/18/16
United States	QUBOSITY	86926198	03/02/16	5088467	11/22/16
United States	QWITCH	87037830	05/16/16	5183378	04/11/17
United States	RELATIVE INSANITY	87648044	10/17/17		
United States	ROCK THE BLOX	87648699	10/17/17		
United States	SHELLBY	87535615	07/20/17		
United States	SHIZZLE	85831026	01/24/13	4372594	07/23/13
United States	SMART START	86562987	03/13/15	4864636	12/01/15
United States	SNEAKY PUZZLES	76309136	09/05/01	2681823	01/28/03
United States	SPARKY	86563028	03/13/15	4864638	12/01/15
United States	SPUNK WURKS	86577858	03/26/15	4999400	07/12/16
United States	STACK ATTACK	86405978	09/25/14	4819586	09/22/15
United States	STAR HARMONKEY	85796155	12/06/12	4419877	10/15/13
United States	SWAP!	78153626	08/13/02	2747288	08/05/03

United States	TALES TO PLAY	85091494	07/23/10	4119209	03/27/12
United States	TEACH ME TIME!	86471380	12/04/14	4735398	05/12/15
United States	TINKINEER	86863254	12/31/15	5319970	10/31/17
United States	TOSS UP!	78363610	02/06/04	2958708	05/31/05
United States	UTTER NONSENSE	86210044	03/04/14	4740394	05/19/15
United States	UTTER NONSENSE! & Design	86329107	07/05/14	4745134	05/26/15
United States	UTTER NONSENSE Design only	86329109	07/05/14	4745135	05/26/15
United States	WE MAKE LEARNING LOOK LIKE CHILD'S PLAY	86448681	11/07/14		
United States	WEE KEYS	85796324	12/06/12	4419880	10/15/13
United States	WHAT'S YOURS LIKE?	78949487	08/10/06	3337410	11/13/07
United States	WOOLY WILLY	76483076	01/14/03	2773503	10/14/03
United States	WORD SHOUT	77868618	11/09/09	3917926	02/08/11
United States	YETI IN MY SPAGHETTI	86561401	03/11/15	4864632	12/01/15
United States	ZIG-ZAG XYLO TRAIN	85381174	07/26/11	4325107	04/23/13

SCHEDULE 2B - TRADEMARKS (ROOMINATE, LLC)

Domestic Trademarks

Jurisdiction	Mark	Application No.	Filing Date	Reg. No	Reg. Date
United States	ROOMINATE	85682299	07/20/12	4371048	07/23/13

SCHEDULE 3

COPYRIGHTS

Grantor: PlayMonster LLC

Domestic Copyrights

Jurisdiction	Title	Registration No. / Service Request No.	Registration Date/ Filing Date
United States	Utter Nonsense Kickstarter Game Set	Reg. No. TX0007989917	11/11/2014
United States	Utter Nonsense: Naughty Edition	Reg. No. TX0008457759	09/13/2017
United States	Utter Nonsense: Family Edition	Reg. No. TX0008457766	09/13/2017
United States	Utter Nonsense LLC Shirtcocker A	Service Request No. 1-5814341396	09/13/2017
United States	Utter Nonsense LLC Shirtcocker B	Service Request No. 1-5814341838	09/13/2017