

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506267

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTERESTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THL CREDIT, INC.		01/11/2019	Corporation: DELAWARE
THL CREDIT GREENWAY FUND II LLC		01/11/2019	Corporation: DELAWARE
THL CORPORATE FINANCE, INC.		01/11/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	GLENN J KREVLIN REVOCABLE TRUST DATED JULY 25, 2007
Street Address:	1185 PARK AVENUE, APT 12D
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10128
Entity Type:	Trust: NEW YORK
Composed Of:	• GLENN J KREVLIN, UNITED STATES, INDIVIDUAL

PROPERTY NUMBERS Total: 172

Property Type	Number	Word Mark
Registration Number:	4120424	ALEX
Registration Number:	1944969	ALEX
Registration Number:	4224579	ALEX JR.
Registration Number:	3690734	ALEX LITTLE HANDS
Registration Number:	4442137	ALEX TOYS
Registration Number:	3500385	KNOT-A-PONCHO
Registration Number:	3500383	KNOT-A-QUILT
Registration Number:	3500384	KNOT-A-SCARF
Registration Number:	4269313	MIX & MAKEUP
Registration Number:	2238982	MY ART GALLERY
Registration Number:	3563133	PRISM BRICKS
Registration Number:	1876614	READ ALL ABOUT ME
Registration Number:	4133827	RUB A DUB
Registration Number:	3709264	TALK OF THE TUB
Registration Number:	4478513	THE ART OF FUN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4335746	TOTS ART START
Registration Number:	4273193	TUB JOY
Registration Number:	2974461	TUB TUNES
Serial Number:	85629031	ALEX ACADEMY
Serial Number:	86175732	ALEX BRANDS
Serial Number:	86134992	ALEX BRANDS
Serial Number:	86175713	ABC...ALEX BRANDS CARES
Serial Number:	86125431	ALEX BRANDS
Serial Number:	86175728	ALEX BRANDS
Serial Number:	86175704	ALEX BRANDS CARES
Serial Number:	85478798	CRAFT COUTURE
Serial Number:	85630608	EARPHONE COUTURE
Serial Number:	86282356	GO GO GEAR ART
Serial Number:	86175743	KNOT-A
Serial Number:	86287842	MAGNETIC-GO
Serial Number:	85631348	PRESCHOOL
Serial Number:	86263174	SCRA-FFITI
Serial Number:	86194250	SKETCH IT NAIL PENS
Serial Number:	86175772	SKETCH-IT NAIL PEN
Serial Number:	86045329	SOFT & EASY
Serial Number:	86245392	SOUND & PLAY BUSY TABLE
Serial Number:	86298917	SQUEEZE 'N SCULPT DOUGH MAKING MACHINE
Serial Number:	85630615	TECH COUTURE
Serial Number:	86245428	ULTIMATE HAIR & BODY SALON
Serial Number:	86069326	WOOD WONDERS
Serial Number:	86022548	BUBBALOOKA
Serial Number:	86245404	COLOSSAL ART SET
Registration Number:	4036665	4-WAY COUNTDOWN!
Registration Number:	4036657	4WAY SPELLDOWN
Registration Number:	3054590	ADVERTEASING
Registration Number:	3668085	AMAZE-N-MARBLES
Registration Number:	1934336	AQUA-BOMB
Registration Number:	0704557	BAS-KET
Registration Number:	3911301	BATTLEFIELD BLAST
Registration Number:	2008281	BIBLE "TRIVIA"
Registration Number:	1363895	BIBLE "TRIVIA"
Registration Number:	3735465	BIG DRAW
Registration Number:	3793412	BIGSHOT

Property Type	Number	Word Mark
Registration Number:	3911305	BONGO KONGO
Registration Number:	3441256	BUMPERSHOT
Registration Number:	1889875	CADACO
Registration Number:	0970636	CADACO
Registration Number:	1994047	CHALKWORKS
Registration Number:	3946600	COUNT DOWN! & SPELL UP!
Registration Number:	3370999	CRAYON PAPER
Registration Number:	1363424	CRAZY EYES
Registration Number:	3432394	CREATA-CLINGS
Registration Number:	3888370	CRISS CROSS
Registration Number:	3794471	DECODER PUZZLES
Registration Number:	2402881	
Registration Number:	3690737	DOLL HOUSE DECORATOR
Registration Number:	3720437	DOLL HOUSE DECORATOR
Registration Number:	3489188	ELECTRO SHOT
Registration Number:	3565616	ENVIRO-BLOX
Registration Number:	1922195	FABULOUS FIDDLESTIX A CLASSIC AMERICAN R
Registration Number:	3668084	FIDDLESTIX
Registration Number:	3576937	FLIP N' COLOR
Registration Number:	1017029	FORM-A-TIONS
Registration Number:	3524577	FRANTIC FALL
Registration Number:	3668082	FRONTIER LOGS
Registration Number:	4094579	FUZZOOBERS
Registration Number:	3868508	FUZZOODLES
Registration Number:	2887356	HOVER BLASTER
Registration Number:	3348995	IDEAL
Registration Number:	3322195	IDEAL
Registration Number:	3322194	IDEAL
Registration Number:	3843452	IMPACT
Registration Number:	3726988	INNOVATIVE BY NATURE
Registration Number:	1023848	JI-GAN-TIKS
Registration Number:	1488644	MAGIC SHOT
Registration Number:	4445079	MAXIMUM BOOM
Registration Number:	2269099	MINILABS
Registration Number:	1706951	MINILABS
Registration Number:	3522244	MY FIRST CRYSTALS AND FIZZ ADVENTURE KIT
Registration Number:	3408930	MY FIRST DINO KIT
Registration Number:	2433693	MY FIRST MAGIC SET

Property Type	Number	Word Mark
Registration Number:	3532227	MY FIRST ROCK COLLECTING KIT
Registration Number:	3126877	MY FIRST SCIENCE KIT
Registration Number:	3586171	MY FIRST SCIENCE LAB
Registration Number:	3976095	MY HORSE SHOW
Registration Number:	3713673	NATURE SHADES
Registration Number:	1137993	ORIGINAL PLASTIC SLINKY
Registration Number:	2050029	POCKET PLANE
Registration Number:	1705192	POOF
Registration Number:	1705191	POOF
Registration Number:	4449071	POOF
Registration Number:	2019682	POP TOOBS
Registration Number:	4399904	PRO GOLD
Registration Number:	3712743	QUAD*DOKU
Registration Number:	2899291	RACK 'N' ROLL BOWL
Registration Number:	2335994	RAM ROCKET
Registration Number:	0942313	RINGA-MAJIGS
Registration Number:	4471981	SCIENTIFIC EXPLORER
Registration Number:	1775979	SLAM BAS-KET
Registration Number:	3908240	SLAP HAPPY
Registration Number:	3325303	SLINKY
Registration Number:	3081525	SLINKY
Registration Number:	2971531	SLINKY
Registration Number:	2939489	SLINKY
Registration Number:	2741708	SLINKY
Registration Number:	2162682	SLINKY
Registration Number:	1455493	SLINKY
Registration Number:	4461458	SLINKY DOGS
Registration Number:	0427951	SLINKY JAMES
Registration Number:	2265735	SLINKY PETS
Registration Number:	1180355	SLINKY PLAYSHAPES
Registration Number:	1276398	SLINKY TRIANGLES
Registration Number:	3214330	SNO-ART KIT
Registration Number:	1111393	SNOW WHITE AND THE SEVEN DWARFS
Registration Number:	4449162	SPA LA LA
Registration Number:	3544452	SPECTACULAR MAGIC SHOW
Registration Number:	3092089	SPEED BALL
Registration Number:	2202291	SPELLTIME
Registration Number:	0961945	SPIN WHEELS

Property Type	Number	Word Mark
Registration Number:	3529368	SPIRALBALL
Registration Number:	3911302	STEADY FREDDY
Registration Number:	3947969	STIKITS
Registration Number:	2211897	SUM TIME
Registration Number:	1866627	SUPER SPRAY CHALK
Registration Number:	3450473	SUPER STAR COUNT N' MATCH
Registration Number:	2842766	SURE SHOT
Registration Number:	3911304	TILTON' MILTON
Registration Number:	3477712	TOTALLY FUNKY SCIENCE
Registration Number:	3586170	TOTALLY GLAMOROUS SPA KIT
Registration Number:	3410185	TOTALLY NASTY SCIENCE
Registration Number:	0938678	TOWER IFICS
Registration Number:	3683180	TRIPOLEY
Registration Number:	0509088	TRIPOLEY
Registration Number:	3455641	TV LINGO
Registration Number:	3390439	ULTIMATE CRYSTAL GROWING KIT
Registration Number:	3390438	ULTIMATE GUM KIT
Registration Number:	3390437	ULTIMATE SPA AND PERFUME KIT
Registration Number:	3911303	UP! AGAINST TIME
Registration Number:	3779272	WATER WONDERS
Registration Number:	3603347	WHEEL RACER
Registration Number:	4521586	YUCK-O
Serial Number:	85926401	BUSTED
Serial Number:	86298872	SNO-MUCH FUN!
Serial Number:	86298830	SNO-STRIKER
Registration Number:	3241068	BACKYARD SAFARI
Registration Number:	3407675	BOOM BLASTERS
Registration Number:	4440963	COVERT FORCE
Registration Number:	3572981	GARDEN GIRLZ
Registration Number:	2579457	ME & MY PET
Registration Number:	3680137	MOTO HEADZ
Registration Number:	3510380	SUMMIT
Registration Number:	4237926	TEST PILOT
Registration Number:	3510379	TOYS WITH A TWIST
Registration Number:	3703921	WHAT ARE YOU SAVING FOR
Registration Number:	2967934	YOUNIVERSE
Registration Number:	3462868	ZILLIONZ
Serial Number:	76714941	STINK BUGZZZ

Property Type	Number	Word Mark
Registration Number:	1042382	SHRINKY DINKS
Registration Number:	3935478	THE INCREDIBLE SHRINKY DINKS MAKER
Registration Number:	2458793	
Registration Number:	2908788	INFINITOY
Registration Number:	3305673	ZOOB

CORRESPONDENCE DATA

Fax Number: 2123707889
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: 212-370-1300
Email: PTO@EGSLLP.COM
Correspondent Name: ATUL R. SINGH
Address Line 1: 1345 AVENUE OF THE AMERICAS, 11TH FLOOR
Address Line 2: ELLENOFF GROSSMAN & SCHOLE LLP
Address Line 4: NEW YORK, NEW YORK 10105

ATTORNEY DOCKET NUMBER:	10646.013
NAME OF SUBMITTER:	Atul R. Singh
SIGNATURE:	/Atul R. Singh/
DATE SIGNED:	01/17/2019

Total Attachments: 113
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**ASSIGNMENT OF
TRADEMARK, PATENT AND COPYRIGHT SECURITY INTERESTS**

This ASSIGNMENT OF TRADEMARK, PATENT, AND COPYRIGHT SECURITY INTERESTS (“Assignment”), dated as of January 11, 2019, is made by and between THL Credit, Inc. (“THL Credit”) and THL Credit Greenway Fund II LLC (together with THL Credit, each an “Assignor” and, collectively, the “Assignors”) and Glenn J. Krevlin, Trustee of Glenn J. Krevlin Revocable Trust Dated July 25, 2007 (the “Assignee”).

WHEREAS, Assignors and Assignee are parties to an Assignment and Assumption and Successor Agent Agreement (“Assumption Agreement”) dated as of January 11, 2019;

WHEREAS, pursuant to the Assumption Agreement, Assignors and THL Corporate Finance, Inc., as Administrative Agent (“Administrative Agent”), have assigned to Assignee all of their interests in and to the Loan Documents and Credit Agreement referenced therein, including but not limited to, the security interests in certain Collateral (collectively, the “Assigned Security Interests”), which includes security interests granted on the Trademarks, Patents and Copyrights set forth in this Assignment pursuant to the Security and Pledge Agreement dated as of June 30, 2014; and

WHEREAS, for purposes of recordation and notice with the United States Patent and Trademark Office (“USPTO”) and United States Copyright Office (“Copyright Office”), the parties hereto are entering into this Assignment of Trademark, Patent and Copyright Security Interests pursuant to the Assumption Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignors and Administrative Agent hereby acknowledge that pursuant to the Assumption Agreement they have assigned, transferred and conveyed to Assignee the Assigned Security Interests, notices of which have previously been recorded with the USPTO and Copyright Office for the Trademarks, Patents and Copyrights listed below and as attached hereto as exhibits:

(a) Trademarks and Trademark Applications

Exhibit A – Reel 5318 / Frame 0458, recorded 07/08/2014, see Schedule attached 1 thereto;

Exhibit B – Reel 5318 / Frame 0466, recorded 07/08/2014, see Schedule 1 attached thereto;

Exhibit C – Reel 5318 / Frame 0489, recorded 07/08/2014, see Schedule attached 1 thereto;

Exhibit D – Reel 5513 / Frame 0424, recorded 05/11/2015;

Exhibit E – Reel 5318 / Frame 0503, recorded 07/08/2014, see Schedule 1 attached thereto;

(b) Patents and Patent Applications

Exhibit F – Reel 33280 / Frame 0668, recorded 07/08/2014, see Schedule 1 attached thereto;

Exhibit G – Reel 33280 / Frame 0673, recorded 07/08/2014, see Schedule 1 attached thereto;

Exhibit H – Reel 33280 / Frame 0693, recorded 07/08/2014, see Schedule 1 attached thereto;

Exhibit I – Reel 33280 / Frame 0678, recorded 07/08/2014, see Schedule 1 attached thereto;

Exhibit J – Reel 35608 / Frame 0743, recorded 05/11/2015;

Exhibit K – Reel 33280 / Frame 0683, recorded 07/08/2014, see Schedule 1 attached thereto;

(c) Copyrights and Copyright Applications

Exhibit L – See Schedule 1 attached thereto;

Exhibit M – See Schedule 1 attached thereto;

Exhibit N – See Schedule 1 attached thereto;

Exhibit O – See Schedule 1 attached thereto;

Exhibit P – See Schedule 1 attached thereto; and

Exhibit Q – See Schedule 1 attached thereto.

2. Recordation and Further Actions. Assignors and Administrative Agent hereby authorize the Commissioner for Patents and Commissioner of Trademarks of the USPTO and the Register of the Copyright Office, and the officials of corresponding entities or agencies in any applicable foreign jurisdictions, to record and register this Assignment upon request of Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignors and Administrative Agent shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, record, or perfect this Assignment to Assignee, or any assignee or successor thereto.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same

agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

The terms set forth in this Assignment are hereby agreed to:

ASSIGNORS:

THL CREDIT, INC.

By: Michelle Handy
Name: Michelle Handy
Title: Managing Director

THL CREDIT GREENWAY FUND II
LLC

By: THL Credit, Inc., its Manager

By: Michelle Handy
Name: Michelle Handy
Title: Managing Director

ASSIGNEE:

GLENN J KREVLIN REVOCABLE
TRUST DATED JULY 25, 2007

By: _____
Name: Glenn Krevlin
Title: Trustee

Consented to and Accepted by:

THL CORPORATE FINANCE, INC., as
Administrative Agent (who, for clarity,
resigns upon such consent and acceptance
pursuant to this Assignment and
Assumption)

By: Michelle Handy
Name: Michelle Handy
Title: Managing Director

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK, PATENT AND COPYRIGHT SECURITY
INTERESTS]

TRADEMARK
REEL: 006527 FRAME: 0874

GLENN J KREVLIN REVOCABLE
TRUST DATED JULY 25, 2007, as
Administrative Agent (pursuant to its
appointment pursuant to this Assignment
and Assumption)

By _____
Name: Glenn Krevlin
Title: Trustee

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK, PATENT AND COPYRIGHT SECURITY
INTERESTS]

TRADEMARK
REEL: 006527 FRAME: 0875

The terms set forth in this Assignment are hereby agreed to:

ASSIGNORS:

THL CREDIT, INC.

By: _____
Name: Michelle Handy
Title: Managing Director

THL CREDIT GREENWAY FUND II
LLC

By: THL Credit, Inc., its Manager

By: _____
Name: Michelle Handy
Title: Managing Director

ASSIGNEE:

GLENN J KREVLIN REVOCABLE
TRUST DATED JULY 25, 2007

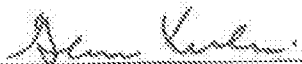
By: 
Name: Glenn Krevlin
Title: Trustee

Consented to and Accepted by:

THL CORPORATE FINANCE, INC., as
Administrative Agent (who, for clarity,
resigns upon such consent and acceptance
pursuant to this Assignment and
Assumption)

By _____
Name: Michelle Handy
Title: Managing Director

GLENN J KREVLIN REVOCABLE
TRUST DATED JULY 25, 2007, as
Administrative Agent (pursuant to its
appointment pursuant to this Assignment
and Assumption)

By 
Name: Glenn Krevlin
Title: Trustee

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK, PATENT AND COPYRIGHT SECURITY
INTERESTS]

TRADEMARK
REEL: 006527 FRAME: 0877

Exhibit A

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309974

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alex Toys, LLC		06/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	THL Corporate Finance, Inc., as Administrative Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	4120424	ALEX	
Registration Number:	1944969	ALEX	
Registration Number:	4224579	ALEX JR.	
Registration Number:	3690734	ALEX LITTLE HANDS	
Registration Number:	4442137	ALEX TOYS	
Registration Number:	3500385	KNOT-A-PONCHO	
Registration Number:	3500383	KNOT-A-QUILT	
Registration Number:	3500384	KNOT-A-SCARF	
Registration Number:	4269313	MIX & MAKEUP	
Registration Number:	2238982	MY ART GALLERY	
Registration Number:	3563133	PRISM BRICKS	
Registration Number:	1876614	READ ALL ABOUT ME	
Registration Number:	4133827	RUB A DUB	
Registration Number:	3709264	TALK OF THE TUB	
Registration Number:	4478513	THE ART OF FUN	
Registration Number:	4335746	TOTS ART START	
Registration Number:	4273193	TUB JOY	
Registration Number:	2974461	TUB TUNES	
Serial Number:	85629031	ALEX ACADEMY	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	86175732	ALEX BRANDS
Serial Number:	86134992	ALEX BRANDS
Serial Number:	86175713	ABC...ALEX BRANDS CARES
Serial Number:	86125431	ALEX BRANDS
Serial Number:	86175728	ALEX BRANDS
Serial Number:	86175704	ALEX BRANDS CARES
Serial Number:	85478798	CRAFT COUTURE
Serial Number:	85630608	EARPHONE COUTURE
Serial Number:	86282356	GO GO GEAR ART
Serial Number:	86175743	KNOT-A
Serial Number:	86287842	MAGNETIC-GO
Serial Number:	85631348	PRESCHOOL
Serial Number:	86263174	SCRAFFITI
Serial Number:	86194250	SKETCH IT NAIL PENS
Serial Number:	86175772	SKETCH-IT NAIL PEN
Serial Number:	86045329	SOFT & EASY
Serial Number:	86245392	SOUND & PLAY BUSY TABLE
Serial Number:	86298917	SQUEEZE 'N SCULPT DOUGH MAKING MACHINE
Serial Number:	85630615	TECH COUTURE
Serial Number:	86245428	ULTIMATE HAIR & BODY SALON
Serial Number:	86069326	WOOD WONDERS

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 73675/073

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 07/08/2014

Total Attachments: 5

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of June 30, 2014 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and THL Corporate Finance, Inc., as Administrative Agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon the trademark registrations and trademark applications shown below to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations:

TRADEMARKS

<u>Trademark Registration No.</u>	<u>Description of Registered Trademark</u>	<u>Date of Trademark Registration</u>
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See Schedule 1 attached hereto

TRADEMARK APPLICATIONS


<u>Trademark Application No.</u>	<u>Description of Trademark Applied for</u>	<u>Date of Trademark Application</u>
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See Schedule 1 attached hereto

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

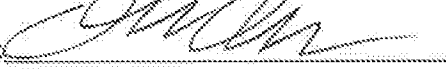
Very truly yours,

Alex Toys, LLC

By: 
Name: John Belniak
Title: Vice Chairman

Acknowledged and Accepted:

THL CORPORATE FINANCE, INC., as Administrative Agent

By: 

Name: Terrence W. Olson

Title: Chief Financial Officer

[Signature Page to Trademarks Notice (Alex Toys, LLC)]

TRADEMARK
REEL: 006528 FRAME: 0888

Schedule 1

Alex Toys, LLC
(Delaware Limited Liability Company)

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
ALEX & Design	4120424	04/03/12
ALEX (Stylized)	1944969	01/02/96
ALEX JR.& Design	4224579	10/16/12
ALEX LITTLE HANDS & Design	3690734	09/29/09
ALEX TOYS	4442137	12/03/13
KNOT-A-PONCHO	3500385	09/09/08
KNOT-A-QUILT	3500383	09/09/08
KNOT-A-SCARF	3500384	09/09/08
MIX & MAKEUP	4269313	01/01/13
MY ART GALLERY	2238982	04/13/99
PRISM BRICKS	3563133	01/20/09
READ ALL ABOUT ME	1876614	01/31/95
RUB A DUB	4133827	05/01/12
TALK OF THE TUB	3709264	11/10/09
THE ART OF FUN	4478513	02/04/14
TOTS ART START	4335746	05/14/13
TUB JOY	4273193	01/08/13
TUB TUNES	2974461	07/19/05

Pending Applications

Mark	Appl. No.	Filing Date
ABC...ALEX BRANDS CARES	86175713	01/27/14
ALEX ACADEMY	85629031	05/18/12
ALEX BRANDS	86175732	01/27/14
ALEX BRANDS	86134992	12/04/13
ALEX BRANDS	86125431	11/21/13
ALEX BRANDS and Design	86175728	01/27/14
ALEX BRANDS CARES	86175704	01/27/14
BUBBALOOKA	86022548	07/29/13
COLOSSAL ART SET	86245404	04/08/14
CRAFT COUTURE	85478798	11/22/11
EARPHONE COUTURE	85630608	05/21/12
GO GO GEAR ART	86282356	05/15/14
KNOT-A	86175743	01/27/14
MAGNETIC-GO	86287842	05/21/14
PRESCHOOL and Design	85631348	05/22/12
SCRAFFITI	86263174	04/25/14

Mark	Appl. No.	Filing Date
SKETCH IT NAIL PENS and Design	86194250	02/14/14
SKETCH-IT NAIL PEN	86175772	01/27/14
SOFT & EASY	86045329	08/22/13
SOUND & PLAY BUSY TABLE	86245392	04/08/14
SQUEEZE 'N SCULPT DOUGH MAKING MACHINE	86298917	06/03/14
TECH COUTURE	85630615	05/21/12
ULTIMATE HAIR & BODY SALON	86245428	04/08/14
WOOD WONDERS	86069326	09/19/13

Exhibit B

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309975

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POOF-Slinky, LLC		06/30/2014	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	THL Corporate Finance, Inc., as Administrative Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 112			
Property Type	Number	Word Mark	
Registration Number:	4036665	4-WAY COUNTDOWN!	
Registration Number:	4036657	4-WAY SPELLDOWN!	
Registration Number:	3054590	ADVERTEASING	
Registration Number:	3668085	AMAZE-N-MARBLES	
Registration Number:	1934336	AQUA-BOMB	
Registration Number:	0704557	BAS-KET	
Registration Number:	3911301	BATTLEFIELD BLAST	
Registration Number:	2008281	BIBLE "TRIVIA"	
Registration Number:	1363895	BIBLE "TRIVIA"	
Registration Number:	3735465	BIG DRAW	
Registration Number:	3793412	BIGSHOT	
Registration Number:	3911305	BONGO KONGO	
Registration Number:	3441256	BUMPERSHOT	
Registration Number:	1889875	CADACO	
Registration Number:	0970636	CADACO	
Registration Number:	1994047	CHALKWORKS	
Registration Number:	3946600	COUNT DOWN! & SPELL UP!	
Registration Number:	3370999	CRAYON PAPER	
Registration Number:	1363424	CRAZY EYES	
TRADEMARK			

CH \$2815.00 4036665

Property Type	Number	Word Mark
Registration Number:	3432394	CREATA-CLINGS
Registration Number:	3888370	CRISS CROSS
Registration Number:	3794471	DECODER PUZZLES
Registration Number:	2402881	
Registration Number:	3690737	DOLL HOUSE DECORATOR
Registration Number:	3720437	DOLL HOUSE DECORATOR
Registration Number:	3489188	ELECTRO SHOT
Registration Number:	3565616	ENVIRO-BLOX
Registration Number:	1922195	FABULOUS FIDDLESTIX A CLASSIC AMERICAN R
Registration Number:	3668084	FIDDLESTIX
Registration Number:	3576937	FLIP N' COLOR
Registration Number:	1017029	FORM-A-TIONS
Registration Number:	3524577	FRANTIC FALL
Registration Number:	3668082	FRONTIER LOGS
Registration Number:	4094579	FUZZOOBERS
Registration Number:	3868508	FUZZOODLES
Registration Number:	2887356	HOVER BLASTER
Registration Number:	3348995	IDEAL
Registration Number:	3322195	IDEAL
Registration Number:	3322194	IDEAL
Registration Number:	3843452	IMPACT
Registration Number:	3726988	INNOVATIVE BY NATURE
Registration Number:	1023848	JI-GAN-TIKS
Registration Number:	1488644	MAGIC SHOT
Registration Number:	4445079	MAXIMUM BOOM
Registration Number:	2269099	MINILABS
Registration Number:	1706951	MINILABS
Registration Number:	3522244	MY FIRST CRYSTALS AND FIZZ ADVENTURE KIT
Registration Number:	3408930	MY FIRST DINO KIT
Registration Number:	2433693	MY FIRST MAGIC SET
Registration Number:	3532227	MY FIRST ROCK COLLECTING KIT
Registration Number:	3126877	MY FIRST SCIENCE KIT
Registration Number:	3586171	MY FIRST SCIENCE LAB
Registration Number:	3976095	MY HORSE SHOW
Registration Number:	3713673	NATURE SHADES
Registration Number:	1137993	ORIGINAL PLASTIC SLINKY
Registration Number:	2050029	POCKET PLANE
Registration Number:	1705192	POOF
Registration Number:	1705191	POOF

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4449071	POOF
Registration Number:	2019682	POP TOOBS
Registration Number:	4399904	PRO GOLD
Registration Number:	3712743	QUAD*DOKU
Registration Number:	2899291	RACK 'N' ROLL BOWL
Registration Number:	2335994	RAM ROCKET
Registration Number:	0942313	RINGA-MAJIGS
Registration Number:	4471981	SCIENTIFIC EXPLORER
Registration Number:	1775979	SLAM BAS-KET
Registration Number:	3908240	SLAP HAPPY
Registration Number:	3325303	SLINKY
Registration Number:	3081525	SLINKY
Registration Number:	2971531	SLINKY
Registration Number:	2939489	SLINKY
Registration Number:	2741708	SLINKY
Registration Number:	2162682	SLINKY
Registration Number:	1455493	SLINKY
Registration Number:	4461458	SLINKY DOGS
Registration Number:	0427951	SLINKY JAMES
Registration Number:	2265735	SLINKY PETS
Registration Number:	1180355	SLINKY PLAYSHAPES
Registration Number:	1276398	SLINKY TRIANGLES
Registration Number:	3214330	SNO-ART KIT
Registration Number:	1111393	SNOW WHITE AND THE SEVEN DWARFS
Registration Number:	4449162	SPA LA LA
Registration Number:	3544452	SPECTACULAR MAGIC SHOW
Registration Number:	3092089	SPEED BALL
Registration Number:	2202291	SPELLTIME
Registration Number:	0961945	SPIN WHEELS
Registration Number:	3529368	SPIRALBALL
Registration Number:	3911302	STEADY FREDDY
Registration Number:	3947969	STIKITS
Registration Number:	2211897	SUM TIME
Registration Number:	1866627	SUPER SPRAY CHALK
Registration Number:	3450473	SUPER STAR COUNT N' MATCH
Registration Number:	2842766	SURE SHOT
Registration Number:	3911304	TILTON' MILTON
Registration Number:	3477712	TOTALLY FUNKY SCIENCE
Registration Number:	3586170	TOTALLY GLAMOROUS SPA KIT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3410185	TOTALLY NASTY SCIENCE
Registration Number:	0938678	TOWER IFICS
Registration Number:	3683180	TRIPOLEY
Registration Number:	0509088	TRIPOLEY
Registration Number:	3455641	TV LINGO
Registration Number:	3390439	ULTIMATE CRYSTAL GROWING KIT
Registration Number:	3390438	ULTIMATE GUM KIT
Registration Number:	3390437	ULTIMATE SPA AND PERFUME KIT
Registration Number:	3911303	UP! AGAINST TIME
Registration Number:	3779272	WATER WONDERS
Registration Number:	3603347	WHEEL RACER
Registration Number:	4521586	YUCK-O
Serial Number:	85926401	BUSTED
Serial Number:	86298872	SNO-MUCH FUN!
Serial Number:	86298830	SNO-STRIKER

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	73675/073
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	07/08/2014

Total Attachments: 6

source=Trademark POOF-Slinky LLC#page1.tif

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of June 30, 2014 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and THL Corporate Finance, Inc., as Administrative Agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon the trademark registrations and trademark applications shown below to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations:

TRADEMARKS

<u>Trademark Registration No.</u>	<u>Description of Registered Trademark</u>	<u>Date of Trademark Registration</u>
-----------------------------------	--	---------------------------------------

See Schedule 1 attached hereto

TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied for</u>	<u>Date of Trademark Application</u>
----------------------------------	---	--------------------------------------

See Schedule 1 attached hereto

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

POOF-Slinky, LLC

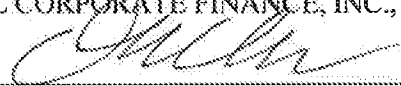
By: 
Name: John Belniak
Title: Vice Chairman

[Signature Page to Trademarks Notice (POOF-Slinky, LLC)]

TRADEMARK
REEL: 006528 FRAME: 0893

Acknowledged and Accepted:

THL CORPORATE FINANCE, INC., as Administrative Agent

By: 

Name: Terrence W. Olson

Title: Chief Financial Officer

[Signature Page to Trademarks Notice (POOF-Slinky, LLC)]


TRADEMARK
REEL: 006528 FRAME: 0892

Schedule 1

**POOF-Slinky, LLC
(Michigan Limited Liability Company)**

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
4-WAY COUNTDOWN!	4036665	10/11/11
4-WAY SPELLDOWN!	4036657	10/11/11
ADVERTEASING	3054590	01/31/06
AMAZE-N-MARBLES	3668085	08/18/09
AQUA-BOMB	1934336	11/07/95
BAS-KET	0704557	09/20/60
BATTLEFIELD BLAST	3911301	01/25/11
BIBLE "TRIVIA"	2008281	10/15/96
BIBLE "TRIVIA"	1363895	10/01/85
BIG DRAW	3735465	01/05/10
BIGSHOT	3793412	05/25/10
BONGO KONGO	3911305	01/25/11
BUMPERSHOT	3441256	06/03/08
CADACO	1889875	04/18/95
CADACO	0970636	10/16/73
CHALKWORKS	1994047	08/13/96
COUNT DOWN! & SPELL UP!	3946600	04/19/11
CRAYON PAPER	3370999	01/15/08
CRAZY EYES	1363424	10/01/85
CREATA-CLINGS	3432394	05/20/08
CRISS CROSS	3888370	12/14/10
DECODER PUZZLES	3794471	05/25/10
Design only 	2402881	11/07/00
DOLL HOUSE DECORATOR	3690737	09/29/09
DOLL HOUSE DECORATOR and Design	3720437	12/08/09
ELECTRO SHOT	3489188	08/19/08
ENVIRO-BLOX	3565616	01/20/09
FABULOUS FIDDLESTIX A CLASSIC AMERICAN ROD AND CONNECTOR TOY BY TOYS-N-THINGS and Design	1922195	09/26/95
FIDDLESTIX	3668084	08/18/09
FLIP N' COLOR	3576937	02/17/09
FORM-A-TIONS	1017029	07/29/75
FRANTIC FALL	3524577	10/28/08
FRONTIER LOGS	3668082	08/18/09
FUZZOOBERS	4094579	01/31/12

Mark	Reg. No.	Reg. Date
FUZZOODLES	3868508	10/26/10
HOVER BLASTER	2887356	09/21/04
IDEAL	3348995	12/04/07
IDEAL	3322195	10/30/07
IDEAL and Design	3322194	10/30/07
IMPACT	3843452	09/07/10
INNOVATIVE BY NATURE	3726988	12/22/09
JI-GAN-TIKS	1023848	10/28/75
MAGIC SHOT	1488644	05/17/88
MAXIMUM BOOM	4445079	12/03/13
MINILABS	2269099	08/10/99
MINILABS	1706951	08/11/92
MY FIRST CRYSTALS AND FIZZ ADVENTURE KIT	3522244	10/21/08
MY FIRST DINO KIT	3408930	04/08/08
MY FIRST MAGIC SET	2433693	03/06/01
MY FIRST ROCK COLLECTING KIT	3532227	11/11/08
MY FIRST SCIENCE KIT	3126877	08/08/06
MY FIRST SCIENCE LAB	3586171	03/10/09
MY HORSE SHOW	3976095	06/07/11
NATURE SHADES	3713673	11/24/09
ORIGINAL PLASTIC SLINKY	1137993	07/22/80
POCKET PLANE	2050029	04/01/97
POOF	1705192	08/04/92
POOF	1705191	08/04/92
POOF and Design	4449071	12/10/13
POP TOOBS	2019682	11/26/96
PRO GOLD	4399904	09/10/13
QUAD*DOKU	3712743	11/17/09
RACK 'N' ROLL BOWL	2899291	11/02/04
RAM ROCKET and Design	2335994	03/28/00
RINGA-MAJIGS and Design	0942313	09/05/72
SCIENTIFIC EXPLORER and Design	4471981	01/21/14
SLAM BAS-KET and Design	1775979	06/08/93
SLAP HAPPY	3908240	01/18/11
SLINKY	3325303	10/30/07
SLINKY	3081525	04/18/06
SLINKY	2971531	07/19/05
SLINKY	2939489	04/12/05
SLINKY	2741708	07/29/03
SLINKY	2162682	06/02/98
SLINKY	1455493	09/01/87
SLINKY DOGS	4461458	01/07/14
SLINKY JAMES and Design	0427951	03/04/47
SLINKY PETS	2265735	07/27/99
SLINKY PLAYSHAPES (Stylized)	1180355	12/01/81
SLINKY TRIANGLES	1276398	05/01/84
SNO-ART KIT	3214330	02/27/07
SNOW WHITE AND THE SEVEN DWARFS	1111393	01/16/79

Mark	Reg. No.	Reg. Date
SPA LA LA	4449162	12/10/13
SPECTACULAR MAGIC SHOW	3544452	12/09/08
SPEED BALL and Design	3092089	05/16/06
SPELLTIME	2202291	11/03/98
SPIN WHEELS	0961945	06/26/73
SPIRALBALL	3529368	11/04/08
STEADY FREDDY	3911302	01/25/11
STIKITS	3947969	04/19/11
SUM TIME	2211897	12/15/98
SUPER SPRAY CHALK	1866627	12/06/94
SUPER STAR COUNT N' MATCH	3450473	06/17/08
SURE SHOT	2842766	05/18/04
TILTON' MILTON	3911304	01/25/11
TOTALLY FUNKY SCIENCE	3477712	07/29/08
TOTALLY GLAMOROUS SPA KIT	3586170	03/10/09
TOTALLY NASTY SCIENCE	3410185	04/08/08
TOWER IFICS (Stylized)	0938678	07/25/72
TRIPOLEY	3683180	09/15/09
TRIPOLEY	0509088	04/26/49
TV LINGO	3455641	06/24/08
ULTIMATE CRYSTAL GROWING KIT	3390439	02/26/08
ULTIMATE GUM KIT	3390438	02/26/08
ULTIMATE SPA AND PERFUME KIT	3390437	02/26/08
UP! AGAINST TIME	3911303	01/25/11
WATER WONDERS	3779272	04/20/10
WHEEL RACER	3603347	04/07/09
YUCK-O	4521586	04/29/14

Pending Applications

Mark	Appl. No.	Filing Date
BUSTED	85926401	05/08/13
SNO-MUCH FUN!	86298872	06/03/14
SNO-STRIKER	86298830	06/03/14

Exhibit C

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309978

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POOF-Summit Holdings, LLC		06/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	THL Corporate Finance, Inc., as Administrative Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3241068	BACKYARD SAFARI	
Registration Number:	3407675	BOOM BLASTERS	
Registration Number:	4440963	COVERT FORCE	
Registration Number:	3572981	GARDEN GIRLZ	
Registration Number:	3680137	MOTO HEADZ	
Registration Number:	3510380	SUMMIT	
Registration Number:	4237926	TEST PILOT	
Registration Number:	3510379	TOYS WITH A TWIST	
Registration Number:	3703921	WHAT ARE YOU SAVING FOR	
Registration Number:	2967934	YOUNIVERSE	
Registration Number:	3462868	ZILLIONZ	
Serial Number:	76714941	STINK BUGZZZ	
Registration Number:	2579457	ME & MY PET	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
TRADEMARK			

CH \$340.00 3241068

Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 73675/073

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 07/08/2014

Total Attachments: 4

source=Trademark POOF-Summit HoldingsLLC #page1.tif

source=Trademark POOF-Summit HoldingsLLC #page2.tif

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source=Trademark POOF-Summit HoldingsLLC #page4.tif

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of June 30, 2014 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and THL Corporate Finance, Inc., as Administrative Agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon the trademark registrations and trademark applications shown below to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations:

TRADEMARKS

<u>Trademark Registration No.</u>	<u>Description of Registered Trademark</u>	<u>Date of Trademark Registration</u>
-----------------------------------	--	---------------------------------------

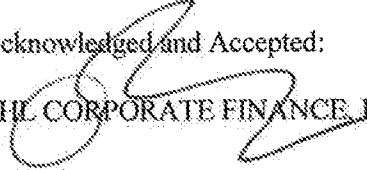
See Schedule 1 attached hereto

TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied for</u>	<u>Date of Trademark Application</u>
----------------------------------	---	--------------------------------------

See Schedule 1 attached hereto

Acknowledged and Accepted:


THE CORPORATE FINANCE INC., as Administrative Agent

By: _____

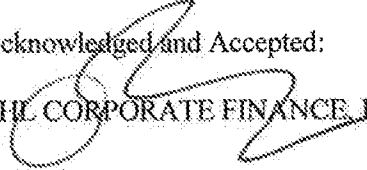
Name: Christopher J. Flynn

Title: Co-President

[Signature Page to Trademarks Notice (POOF-Summit Holdings, LLC)]

TRADEMARK
REEL: 006528 FRAME: 0002

Acknowledged and Accepted:


THE CORPORATE FINANCE INC., as Administrative Agent

By: _____

Name: Christopher J. Flynn

Title: Co-President

[Signature Page to Trademarks Notice (POOF-Summit Holdings, LLC)]

TRADEMARK
REEL: 006528 FRAME: 0003

Schedule 1

POOF-Summit Holdings, LLC
(Delaware Limited Liability Company)

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
BACKYARD SAFARI	3241068	05/15/07
BOOM BLASTERS	3407675	04/08/08
COVERT FORCE	4440963	11/26/13
GARDEN GIRLZ	3572981	02/10/09
ME & MY PET	2579457	06/11/02
MOTO HEADZ	3680137	09/08/09
SUMMIT	3510380	10/07/08
TEST PILOT	4237926	11/06/12
TOYS WITH A TWIST	3510379	10/07/08
WHAT ARE YOU SAVING FOR	3703921	11/03/09
YOUNIVERSE and Design	2967934	07/12/05
ZILLIONZ	3462868	07/08/08

Pending Application

Mark	Appl. No.	Filing Date
STINK BUGZZZ	76714941	09/10/13

Exhibit D

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHRINKY DINKS HOLDINGS, LLC		05/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	THL CORPORATE FINANCE, INC., AS ADMINISTRATIVE AGENT		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1042382	SHRINKY DINKS	
Registration Number:	3935478	THE INCREDIBLE SHRINKY DINKS MAKER	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	73675/073		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	05/11/2015		
Total Attachments: 3			
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source=TM3 THL-Alex Toys - IP Notices (Shrinky Dinks)#page2.tif			

CH \$65.00 1042382

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of June 30, 2014 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and THL Corporate Finance, Inc., as Administrative Agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon the trademark registrations and trademark applications shown below to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations:

TRADEMARKS

<u>Trademark Registration No.</u>	<u>Description of Registered Trademark</u>	<u>Date of Trademark Registration</u>
1042382	SHRINKY DINKS	6/29/1976
3935478	THE INCREDIBLE SHRINKY DINKS MAKER	3/22/2011

TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied for</u>	<u>Date of Trademark Application</u>
	N/A	

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademark registrations and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark registration or trademark application (or any subject matter covered thereby).

Very truly yours,

SHRINKY DINKS HOLDINGS, LLC

By:  _____

Name: _____

Title: _____

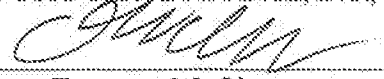
Dated: May 8, 2015

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006523 FRAME: 0009

Acknowledged and Accepted:

THL CORPORATE FINANCE, INC., as Administrative Agent

By: 
Name: Terrence W. Olson
Title: Chief Financial Officer

{Signature Page to Notice of Grant of Security Interest in Trademarks}

Exhibit E

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309981

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZOOB Corporation		06/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	THL Corporate Finance, Inc., as Administrative Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2458793		
Registration Number:	2908788	INFINITOY	
Registration Number:	3305673	ZOOB	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	73675/073		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	07/08/2014		
Total Attachments: 4			
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source=Trademark ZOOB Corporation#page2.tif			

CH \$90.00 2458793

source=Trademark ZOOB Corporation#page3.tif

source=Trademark ZOOB Corporation#page4.tif

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of June 30, 2014 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and THL Corporate Finance, Inc., as Administrative Agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon the trademark registrations and trademark applications shown below to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations:

TRADEMARKS

<u>Trademark Registration No.</u>	<u>Description of Registered Trademark</u>	<u>Date of Trademark Registration</u>
-----------------------------------	--	---------------------------------------

See Schedule 1 attached hereto

TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied for</u>	<u>Date of Trademark Application</u>
----------------------------------	---	--

See Schedule 1 attached hereto

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

ZOOB Corporation

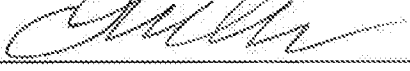
By: 
Name: John Belniak
Title: Vice Chairman

[Signature Page to Trademarks Notice (ZOOB Corporation)]

TRADEMARK
REEL: 006528 FRAME: 0906

Acknowledged and Accepted:

THL CORPORATE FINANCE, INC., as Administrative Agent

By: 

Name: Terrence W. Olson

Title: Chief Financial Officer

[Signature Page to Trademarks Notice (ZOOB Corporation)]

TRADEMARK
REEL: 006528 FRAME: 0906

Schedule 1

ZOOB Corporation
(Delaware Corporation)

U.S. Trademarks

Registered Marks


Mark	Reg. No.	Reg. Date
Design Only 	2458793	06/05/01
INFINITOY	2908788	12/07/04
ZOOB	3305673	10/09/07

Exhibit F

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2928374

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ALEX TOYS, LLC	06/30/2014
RECEIVING PARTY DATA	
Name:	THL CORPORATE FINANCE, INC., AS ADMINISTRATIVE AGENT
Street Address:	100 FEDERAL STREET, 31ST FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7829776
Patent Number:	7482521
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<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:	6175269628
Email:	cslattery@proskauer.com
Correspondent Name:	CHRISTINE SLATTERY
Address Line 1:	PROSKAUER ROSE LLP
Address Line 2:	ONE INTERNATIONAL PLACE
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	73675/073
NAME OF SUBMITTER:	CHRISTINE SLATTERY
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	07/08/2014
Total Attachments: 4	
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source=Patent Alex Toys LLC (3)#page4.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
PATENTS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of June 30, 2014 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and THL Corporate Finance, Inc., as administrative agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon the patents and patent applications shown below to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations:

PATENTS

<u>Patent No.</u>	<u>Description of Patent</u>	<u>Date of Patent</u>
	See <u>Schedule 1</u> attached hereto	


PATENT APPLICATIONS

<u>Patent Application No.</u>	<u>Description of Patent Applied for</u>	<u>Date of Patent Application</u>
	See <u>Schedule 1</u> attached hereto	

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing patents and patent applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any patent or patent application.

Very truly yours,

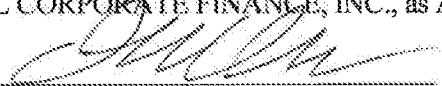
Alex Toys, LLC

By: 
Name: John Belniak
Title: Vice Chairman

[Signature Page to Patents Notice (Alex Toys, LLC)]

Acknowledged and Accepted:

THL CORPORATE FINANCE, INC., as Administrative Agent

By: 

Name: Terrence W. Olson

Title: Chief Financial Officer

[Signature Page to Patents Notice (Alex Toys, LLC)]

TRADEMARK
REEL: 006220 FRAME: 0021

Schedule 1

**Alex Toys, LLC
(Delaware Limited Liability Company)**

U.S. Patents

Issued Patents

Title	Patent No.	Issue Date
WATER MUSIC DEVICE	7829776	11/09/10
WATER MUSIC DEVICE	7482521	01/27/09

Exhibit G

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2928379

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
POOF-SLINKY FUNDEX LLC	06/30/2014
RECEIVING PARTY DATA	
Name:	THL CORPORATE FINANCE, INC., AS ADMINISTRATIVE AGENT
Street Address:	100 FEDERAL STREET, 31ST FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7874947
Patent Number:	7717426
Patent Number:	D484922
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<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:	6175269628
Email:	cslattery@proskauer.com
Correspondent Name:	CHRISTINE SLATTERY
Address Line 1:	PROSKAUER ROSE LLP
Address Line 2:	ONE INTERNATIONAL PLACE
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	73675/073
NAME OF SUBMITTER:	CHRISTINE SLATTERY
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	07/08/2014
Total Attachments: 4	
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TRADEMARK	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
PATENTS

United States Patent and Trademark Office

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PATENTS

<u>Patent No.</u>	<u>Description of Patent</u>	<u>Date of Patent</u>
	See <u>Schedule 1</u> attached hereto	

PATENT APPLICATIONS

<u>Patent Application No.</u>	<u>Description of Patent Applied for</u>	<u>Date of Patent Application</u>
	See <u>Schedule 1</u> attached hereto	

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing patents and patent applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any patent or patent application.

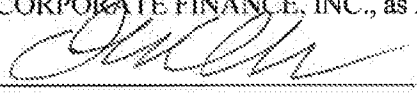
Very truly yours,

POOF-Slinky Fundex LLC

By: 
Name: John Belniak
Title: Vice Chairman

Acknowledged and Accepted:

THL CORPORATE FINANCE, INC., as Administrative Agent

By: 

Name: Terrence W. Olson

Title: Chief Financial Officer

[Signature Page to Patents Notice (POOF-Slinky Fundex LLC)]

TRADEMARK
REEL: 006220 FRAME: 0026

Schedule 1

POOF-Slinky Fundex LLC
(Delaware Limited Liability Company)

U.S. Patents

Issued Patents

Title	Patent No.	Issue Date
LAWN DART	7874947	01/25/11
SELF-CONTAINED DICE TUMBLER	7717426	05/18/10
DOMINO GAME HUB	D484922	01/06/04

Exhibit H

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2928390

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
POOF-SLINKY, LLC	06/30/2014
RECEIVING PARTY DATA	
Name:	THL CORPORATE FINANCE, INC., AS ADMINISTRATIVE AGENT
Street Address:	100 FEDERAL STREET, 31ST FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	D543593
Patent Number:	7108576
Patent Number:	5993286
Patent Number:	5692945
Patent Number:	5626505
Patent Number:	7565764
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<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:	6175269628
Email:	cslattery@proskauer.com
Correspondent Name:	CHRISTINE SLATTERY
Address Line 1:	PROSKAUER ROSE LLP
Address Line 2:	ONE INTERNATIONAL PLACE
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	73675/073
NAME OF SUBMITTER:	CHRISTINE SLATTERY
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	07/08/2014
Total Attachments: 4	

TRADEMARK

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~~TRADE~~ MARK

REEL: 006220 FRAME: 0092

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
PATENTS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of June 30, 2014 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and THL Corporate Finance, Inc., as administrative agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon the patents and patent applications shown below to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations:

PATENTS

<u>Patent No.</u>	<u>Description of Patent</u>	<u>Date of Patent</u>
	See <u>Schedule 1</u> attached hereto	

PATENT APPLICATIONS

<u>Patent Application No.</u>	<u>Description of Patent Applied for</u>	<u>Date of Patent Application</u>
	See <u>Schedule 1</u> attached hereto	

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing patents and patent applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any patent or patent application.

Very truly yours,

POOF-Slinky, LLC

By: 
Name: John Belniak
Title: Vice Chairman

[Signature Page to Patents Notice (POOF-Slinky, LLC)]

TRADEMARK
REEL: 006220 FRAME: 0096

Acknowledged and Accepted:

THL CORPORATE FINANCE INC., as Administrative Agent

By: 

Name: Terrence W. Olson

Title: Chief Financial Officer

[Signature Page to Patents Notice (POOF-Slinky, LLC)]

TRADEMARK
REEL: 006220 FRAME: 0093

Schedule 1

POOF-Slinky, LLC
(Michigan Limited Liability Company)

U.S. Patents

Issued Patents

Title	Patent No.	Issue Date
LIGHT UP TOY ROCKET	D543593	05/29/07
FOAM PROJECTILE EXHIBITING AN ILLUMINATING ELEMENT	7108576	09/19/06
WALKING INSECT AND METHOD OF ASSEMBLING SAME	5993286	11/30/99
TOY PRODUCING SIMULATED ERUPTION	5692945	12/02/97
SPRING-ANIMATED TOY FIGURE	5626505	05/06/97
INSECT COLLECTOR AND VIEWER ¹	7565764	7/28/09

¹ Inventor assignment is not of record with PTO. Ownership is being confirmed.

Exhibit I

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2928383

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
POOF-SUMMIT HOLDINGS, LLC	06/30/2014
RECEIVING PARTY DATA	
Name:	THL CORPORATE FINANCE, INC., AS ADMINISTRATIVE AGENT
Street Address:	100 FEDERAL STREET, 31ST FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D470543
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<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:	6175269628
Email:	cslattery@proskauer.com
Correspondent Name:	CHRISTINE SLATTERY
Address Line 1:	PROSKAUER ROSE LLP
Address Line 2:	ONE INTERNATIONAL PLACE
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	73675/073
NAME OF SUBMITTER:	CHRISTINE SLATTERY
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	07/08/2014
Total Attachments: 4	
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source=Patent POOF-Summit Holdings LLC (3)#page4.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
PATENTS

United States Patent and Trademark Office

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Please be advised that pursuant to the Security and Pledge Agreement dated as of June 30, 2014 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and THL Corporate Finance, Inc., as administrative agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon the patents and patent applications shown below to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations:

PATENTS

<u>Patent No.</u>	<u>Description of Patent</u>	<u>Date of Patent</u>
	See <u>Schedule 1</u> attached hereto	

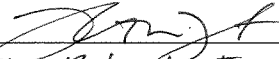
PATENT APPLICATIONS

<u>Patent Application No.</u>	<u>Description of Patent Applied for</u>	<u>Date of Patent Application</u>
	See <u>Schedule 1</u> attached hereto	

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing patents and patent applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any patent or patent application (or any subject matter covered thereby).

Very truly yours,

POOF-Summit Holdings, LLC

By: 
Name: Robert F. Farinholz
Title: EVP

[Signature Page to Patents Notice (POOF-Summit Holdings, LLC)]

Acknowledged and Accepted:


THL CORPORATE FINANCE, INC., as Administrative Agent

By: _____

Name: Christopher J. Flynn

Title: Co-President

[Signature Page to Patents Notice (POOF-Summit Holdings, LLC)]

TRADEMARK
REEL: 006220 FRAME: 0081

Schedule 1

POOF-Summit Holdings, LLC
(Delaware Limited Liability Company)

U.S. Patents

Issued Patents

Title	Patent No.	Issue Date
ATM TOY BANK	D470543	02/18/03

Exhibit J

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3347713

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SHRINKY DINKS HOLDINGS, LLC	05/08/2015
RECEIVING PARTY DATA	
Name:	THL CORPORATE FINANCE, INC., AS ADMINISTRATIVE AGENT
Street Address:	100 FEDERAL STREET, 31ST FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7883066
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<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:	6175269628
Email:	cslattery@proskauer.com
Correspondent Name:	CHRISTINE SLATTERY
Address Line 1:	PROSKAUER ROSE LLP
Address Line 2:	ONE INTERNATIONAL PLACE
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	73675/073
NAME OF SUBMITTER:	CHRISTINE SLATTERY
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	05/11/2015
Total Attachments: 3	
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source=PATENTS THL-Alex Toys - IP Notices (Shrinky Dinks)#page2.tif	
source=PATENTS THL-Alex Toys - IP Notices (Shrinky Dinks)#page3.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
PATENTS

United States Patent and Trademark Office

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PATENTS

<u>Patent No.</u>	<u>Description of Patent</u>	<u>Date of Patent</u>
7,883,066	CORNER BRACKET SYSTEM FOR WALL HANGINGS AND METHOD FOR USE	2/08/2011

PATENT APPLICATIONS

<u>Patent Application No.</u>	<u>Description of Patent Applied for</u>	<u>Date of Patent Application</u>
	N/A	

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing patents and patent applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any patent or patent application (or any subject matter covered thereby).

Very truly yours,

SHRINKY DINKS HOLDINGS, LLC

By:  _____

Name: _____

Title: _____

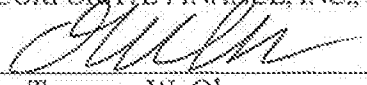
Dated: May 8, 2015

{Signature Page to Notice of Grant of Security Interest in Patents}

TRADEMARK
REEL: 006608 FRAME: 0946

Acknowledged and Accepted:

THL CORPORATE FINANCE, INC., as Administrative Agent

By: 
Name: Terrence W. Olson
Title: Chief Financial Officer

[Signature Page to Notice of Grant of Security Interest in Patents]

Exhibit K

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2928387

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ZOOB CORPORATION	06/30/2014
RECEIVING PARTY DATA	
Name:	THL CORPORATE FINANCE, INC., AS ADMINISTRATIVE AGENT
Street Address:	100 FEDERAL STREET, 31ST FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5897417
Application Number:	12816173
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<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:	6175269628
Email:	cslattery@proskauer.com
Correspondent Name:	CHRISTINE SLATTERY
Address Line 1:	PROSKAUER ROSE LLP
Address Line 2:	ONE INTERNATIONAL PLACE
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	73675/073
NAME OF SUBMITTER:	CHRISTINE SLATTERY
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	07/08/2014
Total Attachments: 4	
source=Patent ZOOB Corporation (3)#page1.tif	
source=Patent ZOOB Corporation (3)#page2.tif	
source=Patent ZOOB Corporation (3)#page3.tif	
source=Patent ZOOB Corporation (3)#page4.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
PATENTS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of June 30, 2014 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and THL Corporate Finance, Inc., as administrative agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon the patents and patent applications shown below to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations:

PATENTS

<u>Patent No.</u>	<u>Description of Patent</u>	<u>Date of Patent</u>
	See <u>Schedule 1</u> attached hereto	


PATENT APPLICATIONS

<u>Patent Application No.</u>	<u>Description of Patent Applied for</u>	<u>Date of Patent Application</u>
	See <u>Schedule 1</u> attached hereto	

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing patents and patent applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any patent or patent application.

Very truly yours,

ZOOB Corporation

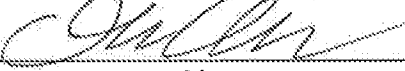
By: 
Name: John Belniak
Title: Vice Chairman

[Signature Page to Patents Notice (ZOOB Corporation)]

TRADEMARK
REEL: 006220 FRAME: 0055

Acknowledged and Accepted:

THL CORPORATE FINANCE, INC., as Administrative Agent

By: 

Name: Terrence W. Olson

Title: Chief Financial Officer

[Signature Page to Patents Notice (ZOOB Corporation)]

TRADEMARK
REEL: 006220 FRAME: 0050

Schedule 1

ZOOB Corporation
(Delaware Corporation)

U.S. Patents

Issued Patent

Title	Patent No.	Issue Date
CONSTRUCTION SYSTEM	5897417	04/27/99

Pending Application

Title	Appl. No.	Filing Date
CONSTRUCTION SYSTEM	12816173 20100248584	06/15/10

Exhibit L

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
COPYRIGHTS

United States Copyright Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of June 30, 2014 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and THL Corporate Finance, Inc., as administrative agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon the copyright registrations and copyright applications shown below to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations:

COPYRIGHTS

<u>Copyright Registration No.</u>	<u>Description of Registered Copyright</u>	<u>Date of Copyright Registration</u>
	See <u>Schedule 1</u> attached hereto	

COPYRIGHT APPLICATIONS

<u>Copyright Application No.</u>	<u>Description of Copyright Applied for</u>	<u>Date of Copyright Application</u>
	See <u>Schedule 1</u> attached hereto	

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing copyrights and copyright applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any copyright or copyright application.

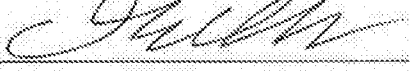
Very truly yours,

Alex Toys, LLC

By: 
Name: John Belniak
Title: Vice Chairman

Acknowledged and Accepted:

THL CORPORATE FINANCE, INC., as Administrative Agent

By: 

Name: Terrence W. Olson

Title: Chief Financial Officer

[Signature Page to Copyrights Notice (Alex Toys, LLC)]

TRADEMARK
REEL: 006527 FRAME: 0957

Schedule 1

**Alex Toys, LLC
(Delaware Limited Liability Company)**

U.S. Copyright

Registered Copyright

Title	Reg. No.	Reg. Date
My first tiara and gemstone activity book.	TX0006587362	06/21/07

Exhibit M

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
COPYRIGHTS

United States Copyright Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of June 30, 2014 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and THL Corporate Finance, Inc., as administrative agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon the copyright registrations and copyright applications shown below to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations:

COPYRIGHTS

<u>Copyright Registration No.</u>	<u>Description of Registered Copyright</u>	<u>Date of Copyright Registration</u>
	See <u>Schedule 1</u> attached hereto	


COPYRIGHT APPLICATIONS

<u>Copyright Application No.</u>	<u>Description of Copyright Applied for</u>	<u>Date of Copyright Application</u>
	See <u>Schedule 1</u> attached hereto	

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing copyrights and copyright applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any copyright or copyright application.

Very truly yours,

POOF-Slinky, LLC

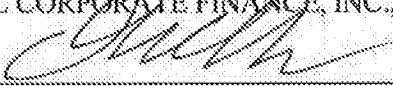
By: 
Name: John Belniak
Title: Vice Chairman

[Signature Page to Copyrights Notice (POOF-Slinky, LLC)]

TRADEMARK
REEL: 006527 FRAME: 0961

Acknowledged and Accepted:

THL CORPORATE FINANCE, INC., as Administrative Agent

By: 

Name: Terrence W. Olson

Title: Chief Financial Officer

[Signature Page to Copyrights Notice (POOF-Slinky, LLC)]

TRADEMARK
REEL: 006527 FRAME: 0962

Schedule 1

**POOF-Slinky, LLC
(Michigan Limited Liability Company)**

U.S. Copyrights

Registered Copyrights

Title	Reg. No.	Reg. Date
Keep a spring in your step kit	TX0006610470	08/01/07
Reindeer football	VA0001766325	03/16/11
Santa football	VA0001766327	03/16/11
Snowman football	VA0001766318	03/16/11
Super stick chalk	TX0003964773	11/17/94
Boom ball for indoors and outdoors	VA0000490445	02/07/92
Boom ball, it's what excitement sounds like	VA0000496222	02/07/92
Chalkworks	TX0003957847	11/17/94
Handy game guide boom ball	TX0003284701	02/07/92
Super Chalk Writer : write it on, wash it off	TX0003961533	11/17/94
Super snap chalk	TX0003968429	11/17/94
Boom ball commercial	PA0000561166	03/16/92
It's slinky!	TX0004338610	09/21/95
Original plastic Slinky walking spring toy	VA0000018974	02/09/79
Original Slinky walking spring toy: item no. 100	VA0000023429	04/30/79
Slinky brand Triangles: creative building toy, 60 pieces approx.	VA0000122294	03/21/83
Slinky and pull toys	MP31726	
Slinky and pull toys	MP31727	
Plastic colored Slinky	MP31728	
Slinky	MP31729	
Original plastic Slinky	KK240720	
Pocket plane / VA 971-152	VA0000971152	06/07/99
Turbo spin copter / VA 1-003-619	VA0001003619	07/02/98
Spiderfootball	VAu000727060	08/25/06

Exhibit N

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
COPYRIGHTS

United States Copyright Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of June 30, 2014 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and THL Corporate Finance, Inc., as administrative agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon the copyright registrations and copyright applications shown below to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations:

COPYRIGHTS

<u>Copyright Registration No.</u>	<u>Description of Registered Copyright</u>	<u>Date of Copyright Registration</u>
	See <u>Schedule 1</u> attached hereto	

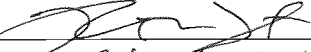
COPYRIGHT APPLICATIONS

<u>Copyright Application No.</u>	<u>Description of Copyright Applied for</u>	<u>Date of Copyright Application</u>
	See <u>Schedule 1</u> attached hereto	

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing copyright registrations and copyright applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any copyright registration or copyright application (or any subject matter covered thereby).

Very truly yours,

POOF-Slinky Fundex LLC

By: 
Name: Robert Farinbott
Title: EV

[Signature Page to Copyrights Notice (POOF-Slinky Fundex LLC)]

TRADEMARK
REEL: 006527 FRAME: 0966

Acknowledged and Accepted:

THL CORPORATE FINANCE, INC., as Administrative Agent

By: 

Name: Christopher J. Flynn

Title: Co-President

[Signature Page to Copyrights Notice (POOF-Slinky Fundex LLC)]

TRADEMARK
REEL: 006527 FRAME: 0967

Schedule 1

**POOF-Slinky Fundex LLC
(Delaware Limited Liability Company)**

U.S. Copyrights

Registered Copyrights

Title	Reg. No.	Reg. Date
Pegs and Jokers instructions	TXu000646216	05/28/99
What's in Ned's head?	VA0001404950	03/19/07
Brain testers: item no. 5100	VA0000585056	07/26/93

Exhibit O

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
COPYRIGHTS

United States Copyright Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of June 30, 2014 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and THL Corporate Finance, Inc., as administrative agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon the copyright registrations and copyright applications shown below to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations:

COPYRIGHTS

<u>Copyright Registration No.</u>	<u>Description of Registered Copyright</u>	<u>Date of Copyright Registration</u>
	See <u>Schedule 1</u> attached hereto	

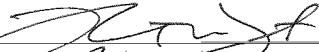
COPYRIGHT APPLICATIONS

<u>Copyright Application No.</u>	<u>Description of Copyright Applied for</u>	<u>Date of Copyright Application</u>
	See <u>Schedule 1</u> attached hereto	

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing copyright registrations and copyright applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any copyright registration or copyright application (or any subject matter covered thereby).

Very truly yours,

POOF-Summit Holdings, LLC

By: 
Name: Robert Farinetti
Title: CEO

[Signature Page to Copyrights Notice (POOF-Summit Holdings, LLC)]

TRADEMARK
REEL: 006527 FRAME: 0971

Acknowledged and Accepted:


THL CORPORATE FINANCE, INC. as Administrative Agent

By: _____
Name: Christopher J. Flynn
Title: Co-President

[Signature Page to Copyrights Notice (POOF-Summit Holdings, LLC)]

Schedule 1

**POOF-Summit Holdings, LLC
(Delaware Limited Liability Company)**

U.S. Copyrights

Registered Copyright

Title	Reg. No.	Reg. Date
Deluxe ATM	SR0000620473	03/09/09

Exhibit P

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
COPYRIGHTS

United States Copyright Office

Ladies and Gentlemen:

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COPYRIGHTS

<u>Copyright Registration No.</u>	<u>Description of Registered Copyright</u>	<u>Date of Copyright Registration</u>
	See <u>Schedule 1</u> attached hereto	

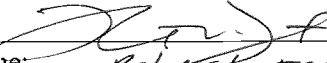
COPYRIGHT APPLICATIONS

<u>Copyright Application No.</u>	<u>Description of Copyright Applied for</u>	<u>Date of Copyright Application</u>
	See <u>Schedule 1</u> attached hereto	

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing copyright registrations and copyright applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any copyright registration or copyright application (or any subject matter covered thereby).

Very truly yours,

ZOOB Corporation

By: 
Name: Robert Farinbalt
Title: VP

[Signature Page to Copyrights Notice (ZOOB Corporation)]

TRADEMARK
REEL: 006527 FRAME: 0976

Acknowledged and Accepted:


THL CORPORATE FINANCE, INC. as Administrative Agent

By: _____

Name: Christopher J. Flynn

Title: Co-President

[Signature Page to Copyrights Notice (ZOOB Corporation)]

TRADEMARK
REEL: 006527 FRAME: 0977

Schedule 1

**ZOOB Corporation
(Delaware Corporation)**

U.S. Copyrights

Registered Copyrights

Title	Reg. No.	Reg. Date
ZOOB guide	VA0000929530	07/13/98
ZOOB box	VA0000929531	07/13/98

Exhibit Q

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
COPYRIGHTS

United States Copyright Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of June 30, 2014 (as the same may be amended, modified, extended or restated from time to time, the “Agreement”) by and among the Obligors party thereto (each an “Obligor” and collectively, the “Obligors”) and THL Corporate Finance, Inc., as administrative agent (the “Administrative Agent”) for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon the copyright registrations and copyright applications shown below to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations:

COPYRIGHTS

<u>Copyright Registration No.</u>	<u>Description of Registered Copyright</u>	<u>Date of Copyright Registration</u>
-----------------------------------	--	---------------------------------------

See Schedule 1 attached hereto

COPYRIGHT APPLICATIONS

<u>Copyright Application No.</u>	<u>Description of Copyright Applied for</u>	<u>Date of Copyright Application</u>
----------------------------------	---	--------------------------------------

See Schedule 1 attached hereto

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing copyright registrations and copyright applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any copyright registration or copyright application (or any subject matter covered thereby).

Very truly yours,

POOF-Slinky, LLC

By:  _____

Name: John Belish


Title: Vice Chairman

[Signature Page to Copyrights Notice (POOF-Slinky, LLC)]

TRADEMARK
REEL: 006527 FRAME: 0981

Acknowledged and Accepted:

THL CORPORATE FINANCE, INC., as Administrative Agent

By: 

Name: Terrence W. Olson

Title: Chief Financial Officer

[Signature Page to Copyrights Notice (POOF-Slinky, LLC)]

TRADEMARK
REEL: 006527 FRAME: 0982

Schedule 1

**POOF-Slinky, LLC
(Michigan Limited Liability Company)**

U.S. Copyrights

Registered Copyrights

Title	Reg. No.	Reg. Date
Super stick chalk	TX0003964773	11/17/94
Original super spray chalk by Cadaco.	TX0003789453	04/18/94
Super spray chalk.	TX0003968430	11/17/94
Super Spray Chalk : fast drying chalk : washes away!	TX0003789503	04/18/94
Super Spray Chalk : fast drying chalk washes away!	TX0003796773	04/18/94
Super spray chalk : our world.	PA0000691370	04/18/94
Super stamp chalk.	TXu000664100	11/17/94