

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Marnlen Management Ltd.		07/16/2009	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Royal Bank of Canada
Street Address:	200 Bay Street
Internal Address:	P.O. Box 1
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2J5
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3178866	BODY CRAZE
Registration Number:	2117361	KIDS STICK WITH US
Registration Number:	2315387	LABELAD
Registration Number:	1356530	
Registration Number:	1355271	SANDYLION
Registration Number:	1323133	SANDYLION
Registration Number:	1624991	SHOELACE FAB-TABS
Registration Number:	2041809	STICKER EXTRAVAGANZA
Registration Number:	1975247	STICKER TREASURE KIT
Serial Number:	77469339	AD-ONS BY LABELAD
Serial Number:	77503231	ENVIROTAC
Serial Number:	78931604	MARNLEN RFID
Serial Number:	76430661	SAFE TOUCH

CH \$390.00 3178866

Serial Number:	77767073	SANDYLION STICKERS
Serial Number:	78937575	WONDERSTIX

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 1501 Wilson Boulevard
Address Line 2: Suite 510
Address Line 4: Arlington, VIRGINIA 22209

ATTORNEY DOCKET NUMBER: 9080807

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Christopher E. Kondracki

Signature: /Christopher E. Kondracki/

Date: 09/23/2009

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**"), dated as of July 16, 2009, between **MARNLEN MANAGEMENT LTD.** (the "**Grantor**"), and **ROYAL BANK OF CANADA** (the "**Lender**");

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement dated as of the date hereof between the Grantor and the Lender as the same may be amended, supplemented, revised, restated or replaced from time to time (the "**Loan Agreement**"), the Lender has agreed to make extensions of credit to the Grantor subject to the terms and provisions of the Loan Agreement;

AND WHEREAS, in connection with the Loan Agreement, the Grantor has executed and delivered a General Security Agreement, dated as of the date hereof (together with all amendments, supplements, reinstatement and other modifications, if any, from time to time made thereto, the "**Security Agreement**");

AND WHEREAS, as a condition precedent to the making of the loans on the closing date under the Loan Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as hereinafter defined) to secure all Obligations;

AND WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Obligations of the Grantor, the Grantor does hereby mortgage, pledge and hypothecate to the Lender and grant to the Lender, a security interest in all of the following property (the "**Trademark Collateral**"), now owned and existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, certifications marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (a) being collectively called a "**Trademark**"), now existing anywhere in the world whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications with the Canadian Trademarks Office or in any office or agent of the United States of America or any

foreign country, including those referred to in Schedule "A" hereto and all reissues, extensions or renewals thereof;

(b) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a); and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Trademark or Trademark registration including any Trademark or Trademark registration referred to herein, or for any injury to the goodwill associated with the use of any such Trademark and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Lender in the Trademark Collateral relating to the Trademarks referred to in Number 1 of Schedule "A" with the Canadian Trademarks Office, and recording the security interest of the Lender in the Trade Mark Collateral relating to the Trademarks referred to in Number 2 of Schedule "A" with the United States Patent and Trade Marks Office, in each case to the extent it may be so registered therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations and the termination of the Loan Agreement, the Lender shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other document as may be necessary or proper to release the lien on any security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by references herein as if fully set forth herein.

SECTION 6. Loan Agreement, etc. Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the provisions of the Loan Agreement, the provisions of the Loan Agreement shall take precedence over those contained herein and, in particular, if any act of the Grantor is expressly permitted under the Loan Agreement but is prohibited hereunder, any such act shall be permitted hereunder and any encumbrance expressly permitted under the Loan Agreement to exist or to remain outstanding shall be permitted hereunder and thereunder. This instrument, document or agreement may be sold, assigned or transferred by the Lender in accordance with the term of the Loan Agreement.

SECTION 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

MARNLEN MANAGEMENT LTD.

Per: 

Name: Lionel Waldman

Title: President

Per: 

Name: Sandra Waldman

Title: Secretary-Treasurer

ROYAL BANK OF CANADA

Per: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

MARNLEN MANAGEMENT LTD.

Per: _____

Name: Lionel Waldman

Title: President

Per: _____

Name: Sandra Waldman

Title: Secretary-Treasurer

ROYAL BANK OF CANADA

Per: _____

Name:  *Roxana Kizel*

Title: Attorney in Fact

ROYAL BANK OF CANADA

Per: _____

Name:  *T. von Orellana*

Title: Attorney in Fact

SCHEDULE "A"

1. CANADIAN TRADEMARK APPLICATIONS AND REGISTRATIONS OF MARNLEN MANAGEMENT LTD.

<u>Mark</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Status/Due Date</u>
[Counsel to Borrower to complete]			

2. UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS OF MARNLEN MANAGEMENT LTD.

<u>Mark</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Status/Due Date</u>
[Counsel to Borrower to complete]			

Canadian Trade Marks
Owned by Marnlen Management Ltd.

Trade Mark	Application No.	Registration No.	Status	Due Dates
AD-ONS BY LABELAD	1393764	N/A	Published	N/A
BODY CRAZE	1168106	627677	Registered	Renewal Dec. 17, 2019
ENVIROTAC	1382037	N/A	Published	File DU & Pay Reg. Fees Deadline Feb. 5, 2011
INFO PLUS	858467	505529	Registered	Renewal Dec. 15, 2013
KIDS STICK WITH US	800386	468104	Registered	Renewal Dec. 31, 2011
LABELAD	853669	500117	Registered	Renewal Sept. 4, 2013
LASER MAGIC	515453	298471	Registered	Renewal Dec. 21, 2014
LION'S HEAD DESIGN	806682	471448	Registered	Renewal Feb. 21, 2012
LION'S HEAD DESIGN	498784	312701	Registered	Renewal March 28, 2016
MARNLEN RFID & DESIGN	1286909	734062	Registered	Renewal Feb. 6, 2024
MARNLEN STICKER SENSATIONS	509374	301385	Registered	Renewal March 29, 2015
MEMORY STICKERS	846981	510443	Registered	Renewal April 6, 2014
NAME DROPPERS	498782	289691	Registered	Renewal April 6, 2014
SANDYLION	806684	473745	Registered	Renewal March 26, 2012
SANDYLION & THREE PAW PRINTS DESIGN	521846	308335	Registered	Renewal Nov. 15, 2015
SANDYLION (MARNLEN MANAGEMENT)	498783	283746	Registered	Renewal Sept. 30, 2013
SANDYLION STICKER DESIGNS & LION HEAD DESIGN	487907	281809	Registered	Renewal July 29, 2013
SANDYLION STICKERS DESIGN	1442102	N/A	Filed	N/A
STICCCUPS	1050719	560598	Registered	Renewal April 23, 2017
STICKER BORDERS & DESIGN	875961	528431	Registered	Renewal May 26, 2015
STICKER DRESS-UP	852045	532410	Registered	Renewal Sept. 11, 2015
STICKER EXTRAVAGANZA	793391	463254	Registered	Renewal Sept. 6, 2011
STICKER KING	872116	578027	Registered	Renewal March 24, 2018
STICKER TREASURE KIT	745765	441038	Registered	Renewal March 24, 2010
STICKERLAND	872117	567511	Registered	Renewal Sept. 17, 2017
WONDERSTIX	1307547	727193	Registered	Renewal Oct. 28, 2023
ZINGERS	515454	298472	Registered	Renewal Dec. 21, 2014

**United States Trademarks
Owned by Marnlen Management Ltd.**

Trade Mark	Application No.	Registration No.	Status	Due Dates
AD-ONS BY LABELAD	77/469339	N/A	Filed	N/A
BODY CRAZE	76/507621	3178866	Registered	Section 8 & 15 Affidavit Due Dec. 5, 2012 Renewal Dec. 5, 2016
ENVIROTAC	77/503231	N/A	Filed	N/A
KIDS STICK WITH US	75/067263	2117361	Registered	Renewal Dec. 2, 2017
LABELAD	75/425413	2315387	Registered	Renewal Feb. 8, 2010
LION'S HEAD DESIGN	73/418298	1356530	Registered	Renewal Aug. 27, 2015
MARNLEN RFID & DESIGN	78/931604	N/A	Published	N/A
SAFE TOUCH	76/430661	N/A	Filed	Reinstatement of Application Deadline Aug. 8, 2009
SANDYLION	73/418296	1355271	Registered	Renewal Aug. 20, 2015
SANDYLION & LIONS HEAD DESIGN	73/418297	1323133	Registered	Renewal March 5, 2015
SANDYLION STICKERS DESIGN	77/767073	N/A	Filed	N/A
SHOELACE FAB-TABS	74/031615	1624991	Registered	Renewal Nov. 27, 2010
STICKER EXTRAVAGANZA	75/034156	2041809	Registered	Renewal March 4, 2017
STICKER TREASURE KIT	74/487499	1975247	Registered	Renewal May 21, 2016
WONDERSTIX	78/937575	N/A	Published	Statement of Use Due Nov. 12, 2009