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
J Lloyd International, Inc.		03/01/2012	CORPORATION: IOWA

RECEIVING PARTY DATA

Name:	Cecillia Keener
Street Address:	8465 Garibaldi Ave
City:	San Gabriel
State/Country:	CALIFORNIA
Postal Code:	91775
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Serial Number:	71411525	TOOTSIETOY
Serial Number:	72023180	STROMBECKER
Serial Number:	72352250	HITCH-UPS
Serial Number:	73132519	KEEP ON TRUCKING
Serial Number:	73212042	FAT KATS
Serial Number:	73235653	LOTSA'WAYS
Serial Number:	73243860	RUBY'S
Serial Number:	73403124	BUBBLE MAGIC
Serial Number:	73421937	MAGIC WAND
Serial Number:	73490015	GRASSHOPPER
Serial Number:	73664537	HARD BODY
Serial Number:	74125173	FASHION GIRL
Serial Number:	74205332	LOVE MY DOLLY
Serial Number:	74337188	HARD BODY DIE-CAST METAL TOUGH!

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Serial Number:	74409344	WEIRD-OHS
Serial Number:	74419537	BLOW-LOONS
Serial Number:	74441919	HEAVY HAULER
Serial Number:	74441949	TIM MEE TOY
Serial Number:	74504322	TIM MEE TOY
Serial Number:	74622606	LIL' GARDENER
Serial Number:	75036723	LINDBERG
Serial Number:	75495611	PUSH, PEDAL & RIDE TRIKE
Serial Number:	75636127	TOOTSIETOY FUN PURE AND SIMPLE
Serial Number:	75748669	FUN. . . PURE AND SIMPLE
Serial Number:	75798553	WONDER GRIP
Serial Number:	75826362	AMERICAN WEST
Serial Number:	76156105	AMERICAN PIONEER
Serial Number:	76242040	PP
Serial Number:	76308114	LEFT COAST LEGENDS
Serial Number:	76510103	TEENY TINY BUBBLES
Serial Number:	76577869	POCKET HOPPER
Serial Number:	76588293	HIDE AWAY
Serial Number:	76610368	JENNY
Serial Number:	76611938	LITTLE HOUSEKEEPING SET
Serial Number:	77016350	TIMELESS BUBBLES
Serial Number:	77068172	SUPERIOR
Serial Number:	77074836	CHEMTOY
Serial Number:	77186048	CLASSIC THOROUGHBREDS
Serial Number:	77269573	LITTLE HOUSEKEEPING SET
Serial Number:	77391505	WEIRD-OHS
Serial Number:	77538469	HEARTS 'N HOME
Serial Number:	78006205	CALI CRUISER
Serial Number:	78401721	URBAN NATION
Serial Number:	78530806	KEYSTONE
Serial Number:	78616845	SNAP FIT
Serial Number:	78618233	HOTTIES
Serial Number:	78659048	HYDRAULIC HOPPERS
Serial Number:	78781527	TOOTSIETOY AMERICA'S OLDEST TOY COMPANY
Serial Number:	78798921	AMERICA'S OLDEST TOY COMPANY

	78805670	J. LLOYD INTERNATIONAL, INC.
Serial Number:	78810099	WASHINGTON MINT
Serial Number:	78820423	FORT KNOX
Serial Number:	78843685	HAWK
Serial Number:	78980456	SILLY SURFERS
Serial Number:	85446459	SUZY HOMEMAKER
Serial Number:	85475560	PLAY-N-PRO
Serial Number:	85485253	SIGNATURE KIDS
Serial Number:	85485254	SIGNATURE KIDS
Serial Number:	85488649	SILLY SURFERS
Serial Number:	85491299	TOOTSIETOY

CORRESPONDENCE DATA

Fax Number: 3192867050

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 319-286-7000

Email: ptocr@nyemaster.com

Correspondent Name: Robert W. Hoke

Address Line 1: 625 1st Street SE

Address Line 2: Suite 400

Address Line 4: Cedar Rapids, IOWA 52401

ATTORNEY DOCKET NUMBER:	2951200-0001
NAME OF SUBMITTER:	Robert W. Hoke
Signature:	/Robert W. Hoke/
Date:	05/31/2012

Total Attachments: 5

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SECURITY AGREEMENT

This Security Agreement is made on this 1 day of March, 2012, between J. Lloyd International, Inc. ("Debtor"), and Cecillia Keener of 8465 GARIBALDI AVE SAN GABRIEL CA 91775 ("Secured Party").

1. **Grant of Security Interest.** Debtor grants to Secured Party a continuing security interest in: all equipment (including vehicles) and fixtures, wherever located, now owned or in the future acquired by Debtor, and all chattel paper evidencing any past, present, or future leasing of the equipment or fixtures; all inventory, wherever located, now owned or in the future acquired by Debtor; any and all bills of lading, warehouse receipts, and other documents of title evidencing inventory; any and all rights of stoppage in transit of inventory, and all chattel paper evidencing any past, present, or future leasing of inventory; and all letter of credit rights under all existing and future letters of credit securing all or part of the purchase price of inventory that has been or is in the future sold by Debtor; all accounts, contract rights, chattel paper, instruments, investment property, general intangibles and letter of credit rights, wherever located, now owned or in the future acquired by Debtor; all deposit accounts, wherever located, now owned and in the future acquired by Debtor; all trademarks listed on the attached Exhibit A; together with (i) all proceeds of the foregoing, including without limitation all cash, checks, drafts, accounts receivable, chattel paper, leases, and instruments received by Debtor in connection with any sale, lease, license, exchange, or other disposition of any of the foregoing and (ii) all books, records (including computer software), and documents at any time evidencing or relating to any of the foregoing or any proceeds of the foregoing. All of the foregoing properties and assets of Debtor are referred to collectively in this agreement as the "Collateral."

2. **Indebtedness Secured.** By guaranty of even date herewith ("Guaranty"), Debtor has guaranteed the obligations of Jody Keener to Secured Party as set forth in a Promissory Note of even date herewith. The foregoing security interest is given to secure payment and performance of all obligations and indebtedness of Debtor as set forth in that Guaranty ("Indebtedness").

3. **Events of Default and Acceleration.** Any part or all of the Indebtedness shall, at the option of Secured Party, and with ten (10) days prior written notice to Debtor, become due and payable upon the occurrence of any of the following events of default:

(a) If default occurs in the payment or performance of any of the Indebtedness, when and as it shall be due and payable.

(b) If default occurs in the performance of any obligation of Debtor to Secured Party under this agreement and such default continues for 30 days following receipt by Debtor of written notice from Secured Party.

(c) If Debtor becomes insolvent or makes an assignment for the benefit of creditors.

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If a voluntary or involuntary case in bankruptcy, receivership, or insolvency is at any time commenced by or against Debtor or if any attachment, garnishment, levy, execution, or other legal process is at any time issued against or placed upon any Collateral, then the entire Indebtedness shall automatically become immediately due and payable, without notice or demand. All or part of the Indebtedness also may become, or may be declared to be, immediately due and payable under the terms of any note at any time evidencing any of the Indebtedness or of any loan agreement, security document, or other agreement entered into between Debtor and Secured Party.

4. **Secured Party's Rights and Remedies.** Secured Party shall have all rights and remedies of a secured party under applicable laws. Without limiting these rights and remedies:

(a) If all or any part of the Indebtedness is not paid at maturity, then Debtor, upon demand by Secured Party, shall deliver the Collateral and proceeds of Collateral to Secured Party at such place as Secured Party shall designate, and Secured Party may dispose of the Collateral in any commercially reasonable manner. Any notification required to be given by Secured Party to Debtor regarding any sale or other disposition of Collateral shall be considered reasonable if mailed at least five days before the sale or other disposition. In connection with any disposition of Collateral, Secured Party may comply with the requirements of any applicable state or federal law or regulation, and such compliance shall not cause the disposition to not be commercially reasonable.

(b) The proceeds of any collection or disposition of Collateral shall be applied first to expenses that Secured Party incurs in retaking, holding, preparing for disposition, processing and disposing of the Collateral and to Secured Party's attorney fees and expenses, as provided in paragraph 5, and then to the Indebtedness as determined by Secured Party in his sole discretion, and Debtor shall be liable for any deficiency remaining. Secured Party has no obligation to prepare or process any Collateral for sale or other disposition. If Secured Party sells any of the Collateral on credit, then Debtor will be credited only with payments that are actually made by the purchaser, received by Secured Party and applied to the unpaid balance of the purchase price of the Collateral. If the purchaser fails to pay for the Collateral, then Secured Party may again dispose of the Collateral and apply the proceeds in accordance with this paragraph.

(c) Notwithstanding anything to the contrary contained herein, in the Promissory Note or in the Guaranty, to the greatest extent permitted by law, Debtor disclaims, and Secured Party hereby releases Debtor from, any and all liability, responsibility or obligation to protect, retain, preserve, maintain, extend and/or enforce the Collateral.

5. **Expenses.** Debtor shall reimburse Secured Party on demand for all attorney fees, legal expenses, and other expenses that Secured Party incurs in protecting and enforcing its

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rights under this agreement. This includes fees and expenses incurred in trying to take possession of Collateral from Debtor, a trustee or receiver in bankruptcy, or any other person. Secured Party may apply any proceeds of collection or disposition of Collateral to Secured Party's reasonable attorney fees, legal expenses, and other expenses.

6. **Amendments.** No provision of this agreement may be modified or waived except by a written agreement signed by Secured Party. Secured Party will continue to have all of its rights under this agreement even if it does not fully and promptly exercise them on all occasions.

7. **Notices.** Any notice to Debtor or to Secured Party shall be deemed to be given if and when mailed, with postage prepaid, to the respective address of Debtor or Secured Party appearing on the first page of this agreement, or if and when delivered personally.

8. **Other.** In this agreement, maturity of any of the Indebtedness means the time when that Indebtedness has become due and payable, for any reason (including, for example, acceleration due to default or bankruptcy).

9. **Binding Effect.** This agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective heirs, personal representatives, successors, and assigns.

Debtor and Secured Party have executed this Security Agreement on the date listed on the first page of this agreement.

DEBTOR

J. Lloyd International, Inc.

By: Jody Keener
Its: President

SECURED PARTY

Cecillia Keener

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EXHIBIT A

DESCRIPTION OF COLLATERAL
J. Lloyd International, Inc.

71/411,525	TOOTSIETOY
72/023,180	STROMBECKER
72/352,250	HITCH-UPS
73/132,519	KEEP ON TRUCKING
73/212,042	FAT KATS
73/235,653	LOTSA'WAYS
73/243,860	RUBY'S & Design
73/403,124	BUBBLE MAGIC
73/421,937	MAGIC WAND
73/490,015	GRASSHOPPER & design
73/664,537	HARD BODY
74/125,173	FASHION GIRL
74/205,332	LOVE MY DOLLY
74/337,188	HARD BODY DIE-CAST METAL TOUGH
74/409,344	WEIRD-OHS & Design
74/419,537	BLOW-LOONS
74/441,919	HEAVY HAULER
74/441,949	TIM MEE TOY
74/504,322	TIM MEE TOY
74/622,606	LIL' GARDENER
75/036,723	LINDBERG
75/495,611	PUSH, PEDAL & RIDE TRIKE & Des
75/636,127	TOOTSIETOY FUN . . . PURE AND
75/748,669	FUN . . . PURE AND SIMPLE
75/798,553	WONDER GRIP
75/826,362	AMERICAN WEST
76/156,105	AMERICAN PIONEER
76/242,040	PP (Design)
76/308,114	LEFT COAST LEGENDS
76/510,103	TEENY TINY BUBBLES
76/577,869	POCKET HOPPER
76/588,293	HIDE AWAY
76/610,368	JENNY
76/611,938	LITTLE HOUSEKEEPING SET
77/016,350	TIMELESS BUBBLES

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77/068,172	SUPERIOR
77/074,836	CHEMTOY
77/186,048	CLASSIC THOROUGHBREDS
77/269,573	LITTLE HOUSEKEEPING SET
77/391,505	WEIRD-OHS
77/538,469	HEARTS 'N HOME
78/006,205	CALI CRUISER
78/401,721	URBAN NATION
78/530,806	KEYSTONE
78/616,845	SNAP FIT
78/618,233	HOTTIES
78/659,048	HYDRAULIC HOPPERS
78/781,527	TOOTSIETOY AMERICA'S OLDEST TO
78/798,921	AMERICA'S OLDEST TOY COMPANY
78/805,670	J. LLOYD INTERNATIONAL, INC. & design
78/810,099	WASHINGTON MINT
78/820,423	FORT KNOX
78/843,685	HAWK
78/980,456	SILLY SURFERS & Design
85/446,459	SUZY HOMEMAKER
85/475,560	PLAY-N-PRO
85/485,253	SIGNATURE KIDS & design
85/485,254	SIGNATURE KIDS & design
85/488,649	SILLY SURFERS & design
85/491,299	TOOTSIETOY