

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PLAYTIME LLC		12/04/2012	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	MONROE CAPITAL MANAGEMENT ADVISORS LLC
Street Address:	311 South Wacker Drive, Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3259703	PLAYTIME CREATIONS
Registration Number:	3305073	PLAYTIME CREATIONS
Registration Number:	3310641	PLAYTIME
Registration Number:	3731034	PLAYTIME
Registration Number:	3989099	PLAYTIME
Registration Number:	3977435	EXPERIENCE PLAYTIME
Registration Number:	4015152	PLAYTUFF
Registration Number:	3978128	PLAYTIME
Registration Number:	4157001	PLAYTUFF
Registration Number:	4131117	MORPHS
Registration Number:	4115027	PLAYTIME

CORRESPONDENCE DATA

Fax Number:	3126095005
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CH \$290.00 3259703

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

Phone: 312-609-7897
Email: hmiller@vedderprice.com
Correspondent Name: Holly Miller
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	36942.00.0009
NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	12/05/2012

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 4th day of December, 2012, by, immediately upon the consummation of the Related Transaction, PLAYTIME LLC, a Colorado limited liability company (the "Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS LLC, in its capacity as administrative agent for itself and the Lenders party to the Credit Agreement (defined below) ("Administrative Agent"):

W I T N E S S E T H:

WHEREAS, Grantor, and/or their affiliates, Administrative Agent and Lenders are parties to a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to certain of the Grantors by Lenders;

WHEREAS, to induce Administrative Agent and the Lenders to enter into the Credit Agreement, Grantor agreed to execute and deliver to Administrative Agent that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor granted to Administrative Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Company under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

3. Termination. This Agreement shall remain in full force and effect until all of the Secured Obligations shall have been Paid in Full.

4. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

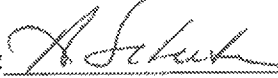
[Signature Pages Follow]

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

PLAYTIME LLC, a Colorado limited liability company

By: 
Adam Schector
Vice President


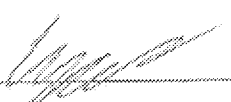
intending and confirming by this signature to join this Agreement as "Grantor" immediately upon the consummation of the Related Transaction

(Signature Page to Trademark Security Agreement)

Agreed and Accepted As of the Date First
Written Above






ADMINISTRATIVE AGENT:

**MONROE CAPITAL MANAGEMENT
ADVISORS LLC**

By:  
Jeffrey Cupples
Vice President

SCHEDULE A

TRADEMARK/SERVICEMARK REGISTRATIONS

Full Title of Trademark	IC	Country	Serial No.	Date Filed	Registration Date	Registration Number	Status
PLAYTIME CREATIONS	028	US	76549170	9/22/03	7/10/07	3259703	Registered Open for renewal 7/10/2012
PLAYTIME CREATIONS (and design)							
	028	US	76549169	9/22/03	10/09/07	3305073	Registered Open for renewal 10/09/2012
PLAYTIME (and design)							
	042	US	77038043	11/6/06	10/16/07	3310641	Registered Open for renewal 10/16/2012
PLAYTIME	028, 040, 042	US	77744721	5/26/09	12/29/09	3731034	Registered Open for renewal 12/29/2014
PLAYTIME (face design)							
	040, 042	US	85164149	10/28/10	7/5/11	3989099	Registered Open for renewal 7/5/2016
EXPERIENCE PLAYTIME	040, 042	US	85164087	10/28/10	6/14/11	3977435	Registered Open for Renewal 6/14/2016
PLAYTUFF	040	US	85164116	10/28/10	8/23/11	4015152	Registered Open for renewal 8/23/2016
PLAYTIME (B/W face design)							
	028	US	85174791	11/11/10	6/14/11	3978128	Registered Open for renewal 6/14/2016
PLAYTUFF	028	US	85408625	8/26/11	6/12/2012	4157001	Registered Open for renewal 6/12/2017
MORPHS	028	US	85386010	8/1/11	4/24/2012	4131117	Registered Open for renewal 4/24/2017
PLAYTIME (design)							
	040, 042	US	85408787	8/26/11	3/20/2012	4115027	Registered Open for renewal 3/20/2017

PLAYSCAPE

028

South
Korea

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0003836

1/19/12

Filed
01/19/12

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