

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
Alex Toys, LLC		05/21/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	208 Harristown Road
City:	Glen Rock
State/Country:	NEW JERSEY
Postal Code:	07452
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4120424	ALEX
Registration Number:	1944969	ALEX
Serial Number:	85629031	ALEX ACADEMY
Registration Number:	4224579	ALEX JR.
Registration Number:	3690734	ALEX LITTLE HANDS
Serial Number:	85461479	ALEX TOYS
Serial Number:	85478798	CRAFT COUTURE
Serial Number:	85630608	EARPHONE COUTURE
Serial Number:	85692745	GLITTER TATTOO PARLOR
Registration Number:	3500385	KNOT-A-PONCHO
Registration Number:	3500383	KNOT-A-QUILT
Registration Number:	3500384	KNOT-A-SCARF
Registration Number:	4269313	MIX & MAKEUP
Serial Number:	85631348	PRESCHOOL

TRADEMARK

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
Serial Number:	85630615	TECH COUTURE
Serial Number:	85487085	THE ART OF FUN
Serial Number:	85473309	TOTS ART START
Registration Number:	4273193	TUB JOY
Registration Number:	2974461	TUB TUNES

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 800-927-9801 x 62348
Email: tqalls@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	669166-15
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/30/2013

Total Attachments: 13
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of May, 2013, among ALEX TOYS, LLC ("Grantor"), and BANK OF AMERICA, N.A. (together with its successors, "Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantor, POOF-Slinky, LLC ("PS LLC" and, together with Grantor, "Borrower") and Bank, Bank is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Borrower shall have executed and delivered to Bank, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Bank this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its trademarks including those referred to on Schedule I hereto (the "Trademarks");
- (b) all renewals of the items described in 2(a), above;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (d) all contract rights, documents, applications and licenses (other than any computer software license or agreement from a third party which by its express terms cannot be encumbered as contemplated by the Security Agreement) related to the Trademarks;
- (e) all tangible property embodying or incorporating any of the Trademarks; and
- (f) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any intellectual property license.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Indebtedness, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Indebtedness owed by Grantor to Bank, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Bank in the Trademark Collateral with the United States Patent and Trademark Office. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Bank, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Bank unilaterally (but with notice to Grantor) to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I. Grantor shall execute and deliver to Bank such amendments, modifications and/or supplements to this Trademark Security Agreement as Bank reasonably requests so as to cause this Trademark Security Agreement to apply to any such new Trademarks.

6. POWER OF ATTORNEY. Grantor hereby constitutes and appoints Bank the true and lawful attorney of Grantor with full power of substitution to take any and all appropriate action and to execute any and all documents, instruments or applications that may be necessary or desirable to accomplish the purpose and carry out the terms of this Trademark Security Agreement. The foregoing power of attorney (i) is coupled with an interest, (ii) may be used by Bank only following a default or an Event of Default under the Credit Agreement and (iii) shall be irrevocable until all of the Indebtedness have been paid in full. Neither Bank nor anyone acting on Bank's behalf shall be liable for acts, omissions, errors in judgment, or mistakes in fact in such capacity as attorney-in-fact. Grantor ratifies all acts of Grantor as attorney-in-fact. Grantor agrees to take such other actions, at Grantor's expense, as might be requested for the perfection, continuation and assignment, in whole or in part, of the security interests granted herein and to assure and preserve Bank's intended priority position.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Indebtedness shall mean the repayment in full in

cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all indebtedness. Any reference herein to any person shall be construed to include such person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a record and any record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALEX TOYS, LLC

By: 
Name: John M. Belniak
Title: Vice Chairman and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.

By: _____
Name: Stacey Hamilton Sandler
Title: Senior Vice President

4359226

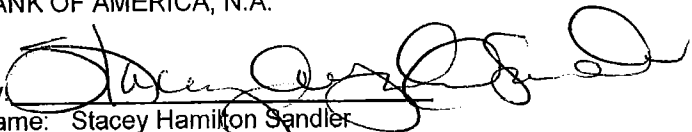
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALEX TOYS, LLC

By: _____
Name: John M. Belniak
Title: Vice Chairman and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.

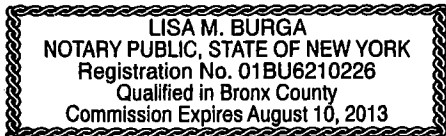
By: 
Name: Stacey Hamilton Sandler
Title: Senior Vice President

ACKNOWLEDGEMENT

State of New York)
) SS.:
County of Bronx)

On the 21 day of May, in the year 2013 before me, the undersigned, personally appeared John M. Belniak personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument as Vice Chairman and Chief Financial Officer of Alex Toys, LLC and acknowledged to me that he executed the same in his capacity as Vice Chairman and Chief Financial Officer on behalf of such entity, as its voluntary act and deed.

 5/21/13
Notary Public



ACKNOWLEDGEMENT

State of New _____)
) SS.:
County of _____)

On the ___ day of May, in the year 2013, before me, the undersigned, personally appeared Stacey Hamilton Sandler personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument as a Senior Vice President of Bank of America, N.A. and acknowledged to me that she executed the same in her capacity as a Senior Vice President on behalf of such entity, as its voluntary act and deed.

Notary Public

Schedule I
to
Trademark Security Agreement

MARK	APPLICATION NO.	FILED	REGISTRATION NO.	REGISTRATION DATE	STATUS
ALEX	1207963	11/1/2007	1207963	11/1/2007	Registered
ALEX & Design (Claiming Color)	Information unavailale	12/15/2011	1133822	12/15/2011	Pending
ALEX	3472-2011	7/5/2012	137878-C	Information unavailable	Registered
ALEX	3471-2011	7/5/2011	SM003471-2011	Information unavailable	Pending
ALEX	831070056	6/7/2011	831070056	Information unavailable	Published
ALEX	831070048	6/7/2011	831070048	Information unavailable	Published
ALEX	1570680	3/27/2012	N/A	N/A	Pending
ALEX & Design (Claiming Color)	1570682	3/27/2012	N/A	N/A	Pending
PRESCHOOL & Monkey Design	157858	5/22/2012	N/A	N/A	Published
ALEX	933490	12/17/2010	1003238	4/3/2013	Pending
ALEX	933489	12/17/2010	943618	1/31/2012	Pending
ALEX	1553106	3/20/2000	1553106	4/13/2001	Registered
ALEX	10333853	12/21/2011	N/A	N/A	Pending
ALEX	07 112462	10/24/2007	353777	5/30/2008	Registered
ALEX	07 112461	10/24/2007	355405	6/11/2008	Registered
RUB A DUB	07 112463	10/24/2007	353779	5/30/2008	Registered

MARK	APPLICATION NO.	FILED	REGISTRATION NO.	REGISTRATION DATE	STATUS
ALEX	2010-0002597	11/1/2010	3/26/2010	Information unavailable	Registered
ALEX & Design (Claiming Color)	Information unavailable	12/15/2011	1133822	12/15/2011	Pending
ALEX & Design (Claiming Color)	Information unavailable	12/15/2011	A0027620	Information unavailable	Pending
ALEX	006540173	12/27/2007	N/A	N/A	Opposed
ALEX	Unavailable	Unavailable	200103511	2/15/2000	Registered
ALEX	1936984	3/16/2010	N/A	N/A	Pending
ALEX & Design (Claiming Color)	1133822	12/15/2011	1133822	12/15/2011	Registered
ALEX	205318	12/6/2009	Information unavailable	Information unavailable	Registered
ALEX & Design (Claiming Color)	2000-020143	3/3/2000	N/A	N/A	Abandoned
ALEX (Stylized)	117429	7/4/2008	Information unavailable	Information unavailable	Registered
ALEX (Stylized)	117506	7/14/2008	Information unavailable	Information unavailable	Registered
ALEX & Design (Claiming Color)	Information unavailable	Information unavailable	Information unavailable	Information unavailable	Pending
ALEX	16133	11/22/2010	N/A	N/A	Published
ALEX	116134	11/22/2010	N/A	N/A	Published
ALEX	136272	6/17/2011	Information unavailable	Information unavailable	Registered
ALEX ACADEMY	143183	5/28/2012	Information unavailable	Information unavailable	Registered
ALEX	1247157	2/7/2012	Information unavailable	Information unavailable	Pending
ALEX	8436120	3/16/2007	1057793	8/29/2008	Registered

MARK	APPLICATION NO.	FILED	REGISTRATION NO.	REGISTRATION DATE	STATUS
ALEX	1026409	8/13/2009	1191226	11/26/2010	Registered
ALEX (Stylized)	843119	3/16/2007	1057792	8/29/2008	Registered
ALEX & Design (Claiming Color)	1026408	8/13/2009	1191225	11/26/2010	Registered
ALEX	778865	11/2/2007	778865	11/6/2010	Registered
ALEX	188449	3/16/2010	188449	3/16/2010	Registered
ALEX	188450	3/16/2010	188450	3/16/2010	Registered
ALEX	841077	10/30/2008	350193	6/8/2010	Registered
ALEX	841079	10/30/2008	N/A	N/A	Pending
ALEX	841078	10/30/2008	354096	6/18/2010	Registered
ALEX (Stylized)	389063	9/11/2009	Information unavailable	Information unavailable	Registered
ALEX	99290974	7/2/2011	Information unavailable	Information unavailable	Pending
ALEX	99291503	7/2/2011	Information unavailable	Information unavailable	Pending
ALEX & Design (Claiming Color)	Information unavailable	12/15/2011	A0027620	Information unavailable	Pending
ALEX	2007/25417	11/2/2007	N/A	N/A	Pending
ALEX	2007/25416	11/2/2007	N/A	N/A	Published
ALEX & Design (Claiming Color)	Information unavailable	12/15/2011	A0027620	Information unavailable	Pending
ALEX	096051763	11/1/2007	01526204	7/1/2012	Registered
ALEX & Design (Claiming Color)	Information unavailable	12/15/2011	A0027620	Information unavailable	Pending
ALEX & Design (Claiming Color)	Information unavailable	12/15/2011	A0027620	Information unavailable	Pending
ALEX	149446	2/19/2012	Information unavailable	Information unavailable	Registered

MARK	APPLICATION NO.	FILED	REGISTRATION NO.	REGISTRATION DATE	STATUS
ALEX	149445	2/19/2012	Information unavailable	Information unavailable	Registered
ALEX & Design (Claiming Color)	85/194650	12/9/2010	4120424	4/3/2012	Registered
ALEX & Design (Claiming Color)	74/487784	2/7/1994	1944969	1/2/1996	Registered
ALEX ACADEMY	85/629031	5/18/2012	N/A	N/A	Pending
ALEX JR. & DESIGN	85/487822	12/6/2011	4224579	10/16/2012	Registered
ALEX LITTLE HANDS & Design (Claiming Color)	78/981232	8/31/2005	3690734	9/29/2009	Registered
ALEX TOYS	85/461479	11/1/2011	N/A	N/A	Suspended
CRAFT COUTURE	85/478798	11/22/2011	N/A	N/A	Allowed
EARPHONE COUTURE	85/630608	5/21/2012	N/A	N/A	Pending
GLITTER TATTOO PARLOR	85/692745	8/1/2012	N/A	N/A	Pending
KNOT-A-PONCHO	77/278264	9/12/2007	3500385	9/9/2008	Registered
KNOT-A- QUILT	77/278248	9/12/2007	3500383	9/9/2008	Registered
KNOT-A-SCARF	77/278252	9/12/2007	3500384	9/9/2008	Registered
MIX & MAKEUP	85/438772	10/4/2011/	4269313	1/1/2013	Registered
PRESCHOOL & Monkey Design	85/631348	5/22/2012	N/A	N/A	Pending
PRISM BRICKS	77/279921	9/14/2007	3563133	1/20/2009	Registered
READ ALL ABOUT ME	74/487783	2/7/1994	1876614	1/31/1995	Registered
RUB A DUB	85/023085	4/26/2010	4133827	5/1/ 2012	Registered
TALK OF THE TUB	77/278355	9/12/2007	3709264	11/10/2009	Registered
TECH COUTURE	85/630615	5/21/2012	N/A	N/A	Pending

MARK	APPLICATION NO.	FILED	REGISTRATION NO.	REGISTRATION DATE	STATUS
THE ART OF FUN	85/487085	12/5/2011	N/A	N/A	Pending
TOTS ART START	85/473309	11/15/2011	N/A	N/A	Allowed
TUB JOY	85/456553	10/26/2011	4273193	1/8/2013	Registered
TUB TUNES	78/359015	1/28/2004	2974461	7/19/2005	Registered
ALEX	7542-10	5/21/2010	N/A	N/A	Pending
ALEX	7543-10	5/21/2010	N/A	N/A	Pending
ALEX	7545-10	5/21/2010	N/A	N/A	Pending
ALEX	7544-10	5/21/2010	N/A	N/A	Published