

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Marbles Holdings, Inc.		08/29/2013	CORPORATION: DELAWARE
Marbles LLC		08/29/2013	LIMITED LIABILITY COMPANY: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	Salus Capital Partners, LLC
<b>Street Address:</b>	197 First Avenue
<b>Internal Address:</b>	Suite 250
<b>City:</b>	Needham
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02494
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	3953397	MARBLES THE BRAIN STORE
Registration Number:	4145448	MIND YOUR MARBLES
Registration Number:	4123095	MINDSTEIN
Registration Number:	4162283	MINDSPRING
Registration Number:	3571842	MARBLES
Registration Number:	3998175	MARBLES
Serial Number:	85885911	BRAINDROPS
Serial Number:	85876268	BRAINSESSIONS
Registration Number:	4329522	BRAIN SHOWERS
Registration Number:	4344240	ROCK ME ARCHIMEDES
Registration Number:	4329415	SKIPPITY DO
Registration Number:	4325867	SMART PUZZLES

OP \$415.00 3953397

Registration Number:	4329437	SPLICKETY LIT
Registration Number:	4329426	STICK BOMBS
Registration Number:	4322183	THE BRAIN CUBE
Registration Number:	4336221	TOUCHY FEELY

**CORRESPONDENCE DATA**

Fax Number: 6172484000

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

Email: tadmin@choate.com

Correspondent Name: Elizabeth A. Walker

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2010280-0029

NAME OF SUBMITTER: Elizabeth A. Walker

Signature: /Elizabeth A. Walker/

Date: 08/30/2013

**Total Attachments: 5**

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GRANT OF SECURITY INTEREST IN TRADEMARKS

August 29, 2013

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of MARBLES HOLDINGS, INC., a Delaware corporation and MARBLES LLC, an Illinois limited liability company, each with its principal office at 1735 N. Ashland Avenue, Chicago, Illinois 60622 (collectively, the “Grantor”), hereby grants to SALUS CAPITAL PARTNERS, LLC, a Delaware limited liability company with its principal office at 197 First Avenue, Suite 250, Needham, Massachusetts 02494, as collateral agent (the “Grantee”), a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under to the trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

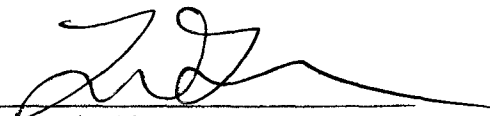
THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement by, the Grantor and the Grantee, dated as of August 29, 2013 (as amended, restated, supplemented or otherwise modified and in effect from time to time,, the “Security Agreement”). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first above written.

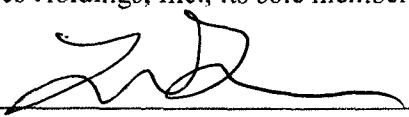
GRANTORS:

**MARBLES HOLDINGS, INC.**

By:   
Name: Lindsay Gaskins  
Title: Secretary, President and Chief Executive Officer

**MARBLES LLC**

By: Marbles Holdings, Inc., its sole member

By:   
Name: Lindsay Gaskins  
Title: Secretary, President and Chief Executive Officer

[Signature Page to Grant of Security Interest (Trademarks)]

GRANTEE:

SALUS CAPITAL PARTNERS, LLC

By:   
Name: Rob Kuppens  
Title: Senior Vice President

**SCHEDULE A**

<u>Trademark</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>	<u>Owned/Licensed</u>
Marbles The Brain Store	MARBLES LLC	03/05/2010	Registered	3953397	Owned
Mind Your Marbles	MARBLES LLC	05/13/11	Registered	4145448	Owned
Mindstein	MARBLES LLC	05/12/11	Registered	4123095	Owned
Mindspring	MARBLES LLC	05/12/11	Registered	4162283	Owned
Marbles (with logo)	MARBLES LLC	05/12/08	Registered	3571842	Owned
Oakey Dokey	MARBLES LLC	07/29/2013	Pending	n/a	Owned
Marbles	MARBLES LLC	1/10/2011	Registered	3998175	Owned
Braindrops	MARBLES HOLDINGS	3/25/13	Pending Non-Final Action - Mailed	85885911 (serial#) response due 12/26/13	Owned
Brainsessions	MARBLES HOLDINGS	3/14/13	Pending Non-Final Action - Mailed	85876268 (serial#) response due 12/24/13	Owned
Brain Showers	MARBLES HOLDINGS	8/9/12	Registered	4329522	Owned
How To Make A Cowboy Take A Bath	MARBLES HOLDINGS	7/6/12	Ordered.	85670745 (serial #)	Owned
Rock Me Archimedes	MARBLES HOLDINGS	8/9/12	Registered	4344240	Owned

Skippity Do	MARBLES HOLDINGS	5/18/12	Registered	4329415	Owned
smART Puzzles	MARBLES HOLDINGS	5/29/12	Registered	4325867	Owned
Splickety Lit	MARBLES HOLDINGS	6/1/12	Registered	4329437	Owned
Stick Bombs	MARBLES HOLDINGS	10/30/12	Registered	4329426	Owned
The Brain Cube	MARBLES HOLDINGS	5/18/12	Registered	4322183	Owned
Touchy Feely	MARBLES HOLDINGS	5/21/12	Registered	4336221	Owned