

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
Schylling Inc.		08/07/2013	INC. ASSOCIATION: DELAWARE

RECEIVING PARTY DATA

Name:	Gladstone Investment Corporation
Street Address:	1521 Westbranch Drive, Suite 200
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2916346	CUTOS
Registration Number:	3844915	ECOPLAY
Registration Number:	3685850	JESTER JACK IN THE BOX
Registration Number:	3685759	MORE FUN FROM SCHYLLING
Registration Number:	3580198	SCHYLLING
Registration Number:	3499937	JUNIOR HELPER
Registration Number:	3513786	COPTER CAP
Registration Number:	3496860	HIT THE SPOT
Registration Number:	3496853	PETER PIRATE
Registration Number:	3415413	UNIQUELY YOURS
Registration Number:	3415383	HAPPI TIME
Registration Number:	3293418	SCHYLLING

CORRESPONDENCE DATA

OP \$315.00 2916346

Fax Number: 2024202201

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

Phone: 202-420-2200

Email: parsonse@dicksteinshapiro.com

Correspondent Name: Dickstein Shapiro LLP

Address Line 1: 1825 Eye Street NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	G0055.0022
NAME OF SUBMITTER:	Elizabeth Parsons
Signature:	/EP/
Date:	09/24/2013

Total Attachments: 4
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GRANT OF TRADEMARK SECURITY INTEREST

August 7, 2013

WHEREAS, SCHYLLING INC., a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor and STANNUM LLC, a Delaware limited liability company (the “**Stannum**”), have entered into the Note Purchase Agreement dated of even date herewith (said Note Purchase Agreement, as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”; capitalized terms used herein not otherwise defined herein shall have the meanings ascribed therein), with Gladstone Investment Corporation, a Delaware corporation (collectively, together with its successors and assigns, the “**Secured Party**”), pursuant to which Secured Party has agreed to make an investment in the Grantor and Stannum, subject to the terms and conditions set forth in the Note Purchase Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement, dated of even date herewith (said Agreement, as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the Secured Party and the other grantors named therein, Grantor has created in favor of the Secured Party a security interest in, and the Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Secured Party pursuant to the Security Agreement, Grantor hereby grants to the Secured Party a security interest in all of Grantor’s right, title and interest in and to the following (unless constituting Excluded Collateral), in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

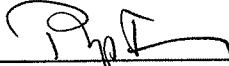
- (i) all rights, title and interests (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" shall have the meaning assigned to the term "Proceeds" in the UCC.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party 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 are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

SCHYLLING INC.

By: 
Name: Phil Ivey
Title: Secretary

[Signature Page to Trademark Grant]

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

UNITED STATES TRADEMARKS

Registrations:

Loan Party Name	Title	Application Date	Registration Date	Trademark Number/ Application Number	Country
Schylling Inc.	CUTOS	11/18/2003	1/4/2005	78329403/ 2916346	USA
Schylling Inc.	ECOPLAY	2/5/2010	9/7/2010	77928780/ 3844915	USA
Schylling Inc.	JESTER JACK IN THE BOX	3/6/2009	9/22/2009	77685831/ 3685850	USA
Schylling Inc.	MORE FUN FROM SCHYLLING	3/5/2009	9/22/2009	77684313/ 3685759	USA
Schylling Inc.	SCHYLLING	7/19/2008	2/24/2009	77526554/ 3580198	USA
Schylling Inc.	JUNIOR HELPER	9/18/2007	9/9/2008	77281729/ 3499937	USA
Schylling Inc.	COPTER CAP	9/13/2007	10/7/2008	77279220/ 3513786	USA
Schylling Inc.	HIT THE SPOT	9/12/2007	9/2/2008	77277681/ 3496860	USA
Schylling Inc.	PETER PIRATE	9/10/2007	9/2/2008	77275395/ 3496853	USA
Schylling Inc.	UNIQUELY YOURS	5/10/2007	4/22/2008	77177535/ 3415413	USA
Schylling Inc.	HAPPI TIME	4/18/2007	4/22/2008	77159187/ 3415383	USA
Schylling Inc.	SCHYLLING	1/24/2007	9/18/2007	77089923/ 3293418	USA

Licenses:

License Agreement, dated August 1, 2012 by and among Nelvana Limited, The Clifford Ross Company Ltd. and Schylling Inc. (as successor in interest to Schylling Associates, Inc.) ("Schylling").

Master Merchandising License Agreement dated January 6, 2009, as amended, by and between Universal Studios Licensing LLLP and Schylling.

License Agreement dated November 12, 2007, as amended, by and between The Copyrights Group Limited and Schylling.

Synchronization License Agreement (Merchandise) dated January 9, 2013, by and between EMI Entertainment World, Inc. and Schylling.

License Agreement dated April 6, 2012, by and between Porsche and Schylling.

Merchandise License Agreement dated August 29, 2012, by and between Lucasfilm Ltd. and Schylling.

Retail License Agreement dated January 1, 2011, as amended, by and between Thomas Licensing, LLC and Schylling.

Merchandising License Agreement dated June 5, 2009, as amended, by and between Pretty Ugly, LLC and Schylling.

License Agreement dated March 18, 2010, as amended, by and between Warner Bros. Consumer Products Inc. and Schylling.

License Agreement dated September 1, 2004, as amended, by and between Aaron Flanders and Schylling.

Nonexclusive License dated November 11, 2010, by and between Stuhr Products and Schylling.

License Agreement dated June 11, 2007, by and between Larry Elardo and Schylling.

License Agreement dated August 19, 2010, by and between Swingset Press, LLC and Schylling.

License Agreement dated January 15, 2008, by and between HandsOnToys, Inc. and Schylling.