

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Topps Company, Inc.		10/02/2013	CORPORATION: DELAWARE
Topps Properties, Inc.		10/02/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Foreign Banking Corporation: GERMANY

PROPERTY NUMBERS Total: 111

Property Type	Number	Word Mark
Registration Number:	3193908	2-D-MAX
Registration Number:	2321391	
Registration Number:	4394033	ALIEN ATTAX
Registration Number:	3412708	ALLEN & GINTER
Registration Number:	3011955	BABY BOTTLE POP
Registration Number:	4139371	BAZOOKA
Registration Number:	3918057	BAZOOKA BUBBLE GUM NUGGETS
Registration Number:	3761834	BAZOOKA CANDY BRANDS
Registration Number:	3839069	BAZOOKA CANDY BRANDS
Registration Number:	3872647	
Registration Number:	3952526	BLINKU
Registration Number:	2140078	BOWMAN
Registration Number:	1586294	BOWMAN

CH \$2790.00 3193908

Registration Number:	4203663	BOWMAN BLACK
Registration Number:	2265679	BOWMAN CHROME
Registration Number:	4210038	BUNT
Registration Number:	4352791	CHROME
Registration Number:	3817186	DARE 2 DROP
Registration Number:	3817187	DARE 2 DROP
Registration Number:	2513153	ETOPPS
Registration Number:	4043226	FIVE STAR
Registration Number:	1017529	GARBAGE CAN-DY
Registration Number:	1359512	GARBAGE PAIL KIDS
Registration Number:	2917278	GARBAGE PAIL KIDS
Registration Number:	4043456	GYPSY QUEEN
Registration Number:	3606454	HOLLYWOOD ZOMBIES
Registration Number:	2623642	HOME OF THE ROOKIE CARD
Registration Number:	3608842	JUMBO PUSH POP
Registration Number:	1859156	MARS ATTACKS
Registration Number:	4227274	MARS ATTACKS
Registration Number:	4324735	MARS ATTACKS
Registration Number:	3658972	MATCH ATTAX
Registration Number:	3810798	MAYO'S
Registration Number:	3814359	MAYO'S CUT PLUG
Registration Number:	3648297	MESSAGE IN A BOTTLE
Registration Number:	2895895	OWN THE GAME
Registration Number:	4221824	PENNANT
Registration Number:	4205851	PRECISION
Registration Number:	3107480	PUSH POP
Registration Number:	3945793	PUSH POP
Registration Number:	4000325	RATTLERZ
Registration Number:	2216412	REFRACTOR
Registration Number:	3009371	RING POP
Registration Number:	3013798	RING POP
Registration Number:	1846873	
Registration Number:	3478443	SANTA CLAUS
Registration Number:	3720598	SHARKIES
Registration Number:	3551516	SLIDERZ

	4268287	STERLING
Registration Number:	4318708	STRATA
Registration Number:	4109836	SWEET TWEETS
Registration Number:	4157898	TIER ONE
Registration Number:	2806701	TOPPS
Registration Number:	3798453	TOPPS 3D LIVE
Registration Number:	3551716	TOPPS BIG STIX
Registration Number:	2251239	TOPPS CHROME
Registration Number:	4322303	TOPPS DIGITAL SERVICES
Registration Number:	1886614	TOPPS FINEST
Registration Number:	2564517	TOPPS HERITAGE
Registration Number:	4342727	TOPPS MAGIC
Registration Number:	3424292	TOPPS ROOKIE OF THE WEEK
Registration Number:	1798414	TOPPS STADIUM CLUB
Registration Number:	3828287	TOPPS TRIBUTE
Registration Number:	3166598	TOPPS TURKEY RED
Registration Number:	3594875	TOPPS VAULT
Registration Number:	3718167	TOPPSTOWN
Registration Number:	4268286	TRIBUTE
Registration Number:	2409144	TRIPLE POWER PUSH POP
Registration Number:	3957185	TRIPLE THREADS
Registration Number:	3976017	UNRIVALED
Registration Number:	3868355	WACKY DIGIBLES
Registration Number:	3577862	WACKY PACK
Registration Number:	1276119	WACKY PACKAGES
Registration Number:	0852416	WACKY PACKAGES
Registration Number:	4022885	WACKY PACKAGES
Registration Number:	3839170	WACKY PACKAGES OLD SCHOOL
Registration Number:	3577712	WAZOO
Registration Number:	2003543	WIDEVISION
Registration Number:	1479757	BATTLEMECH
Registration Number:	1563309	BATTLETECH
Registration Number:	1730183	BATTLETECH
Registration Number:	1403297	BATTLETECH
Registration Number:	1476062	'MECH

	1404241	MECHWARRIOR
Registration Number:	1605488	SHADOWRUN
Registration Number:	1587024	
Registration Number:	2890575	JUICY BUGS
Registration Number:	3774837	PUCK ATTAX
Registration Number:	2722149	TEAM TOPPS LEGENDS
Registration Number:	3341700	VERTIGO
Registration Number:	0932958	BAZOOKA
Registration Number:	0727088	BAZOOKA
Registration Number:	4403150	MY RING POP
Registration Number:	3176343	BABY BOTTLE POP
Registration Number:	3703303	BAZOOKA
Registration Number:	3874980	SLAM ATTAX
Registration Number:	3703325	TOPPS ATTAX
Registration Number:	3257228	JUICY DROP
Registration Number:	0835967	TOPPS
Registration Number:	1809166	TOPPS
Registration Number:	1896290	BAZOOKA
Registration Number:	3011956	BAZOOKA
Registration Number:	0673216	BAZOOKA JOE
Registration Number:	3968394	JUICY DROP
Registration Number:	1390109	PUSH POP
Registration Number:	1040693	RING POP
Serial Number:	86010508	BLOODLINES
Serial Number:	86014049	KNOCKOUT
Serial Number:	85950958	POWER PLATES
Serial Number:	85910998	V
Serial Number:	85632683	HERITAGE

CORRESPONDENCE DATA

Fax Number: 6502138158

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

Phone: 6502130300

Email: iprecordations@whitecase.com

Correspondent Name: White & Case LLP / Christina Ishihara

Address Line 1: 3000 El Camino Real, Bldg 5, 9th Floor

TRADEMARK
REEL: 005123 FRAME: 0143

Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:

1111779-2395

NAME OF SUBMITTER:

Christina Ishihara

Signature:

/Christina Ishihara/

Date:

10/02/2013

Total Attachments: 9

source=Closing Date Trademark Security Agreement - EXECUTED#page1.tif
source=Closing Date Trademark Security Agreement - EXECUTED#page2.tif
source=Closing Date Trademark Security Agreement - EXECUTED#page3.tif
source=Closing Date Trademark Security Agreement - EXECUTED#page4.tif
source=Closing Date Trademark Security Agreement - EXECUTED#page5.tif
source=Closing Date Trademark Security Agreement - EXECUTED#page6.tif
source=Closing Date Trademark Security Agreement - EXECUTED#page7.tif
source=Closing Date Trademark Security Agreement - EXECUTED#page8.tif
source=Closing Date Trademark Security Agreement - EXECUTED#page9.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 2, 2013 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “**Trademark Security Agreement**”), by THE TOPPS COMPANY, INC. and TOPPS PROPERTIES, INC. (each, individually, a “**Grantor**” and, collectively, the “**Grantors**”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as administrative agent and as collateral agent pursuant to the Credit Agreement (in such capacities, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in, or incorporated by reference into, the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby collaterally assigns and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties and their permitted successors and assigns a continuing security interest in, and lien on, all of its right, title and interest in any and all of the following Collateral (excluding any Excluded Assets) of such Grantor:

- (a) registered Trademarks and Trademark applications of such Grantor listed on Schedule I attached hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by the foregoing;
- (d) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (e) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, all products of, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of

the Security Agreement shall control unless the Administrative Agent and the Grantor shall otherwise determine.

SECTION 4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademarks of such Grantor under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by facsimile, .pdf or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

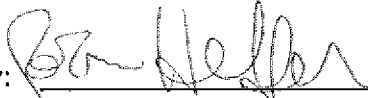
SECTION 6. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

THE TOPPS COMPANY, INC.

By:  _____
Name: Robin Helfer
Title: Chief Financial Officer

[Topps - Trademark Security Agreement]

**TRADEMARK
REEL: 005123 FRAME: 0147**

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

TOPPS PROPERTIES, INC.

By:



Name: Robin Helfer

Title: Vice President and Treasurer

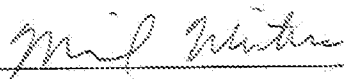
[Topps - Trademark Security Agreement]

**TRADEMARK
REEL: 005123 FRAME: 0148**

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

DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent

By: 
Name: **Dusan Lazarov**
Title: **Director**

By: 
Name: **Michael Winters**
Title: **Vice President**

[Topps - Trademark Security Agreement]

TRADEMARK
REEL: 005123 FRAME: 0149

Schedule I
Trademark Registrations and Use Applications

TRADEMARK REGISTRATIONS:

REGISTERED OWNER	REGISTRATION NUMBER	DESCRIPTION	ISSUE DATE
The Topps Company, Inc.	3193908	2-D-MAX	1/2/2007
The Topps Company, Inc.	2321391	3D Push Pop Shape	2/22/2000
The Topps Company, Inc.	4394033	ALIEN ATTAX	8/27/2013
The Topps Company, Inc.	3412708	ALLEN & GINTER	4/15/2008
The Topps Company, Inc.	3011955	BABY BOTTLE POP	11/1/2005
Topps Properties, Inc.	1896290	BAZOOKA	5/30/1995
Topps Properties, Inc.	3011956	BAZOOKA	11/1/2005
The Topps Company, Inc.	4139371	BAZOOKA	5/8/2012
The Topps Company, Inc.	3918057	BAZOOKA BUBBLE GUM NUGGETS in Design	2/8/2011
The Topps Company, Inc.	3761834	BAZOOKA CANDY BRANDS	3/16/2010
The Topps Company, Inc.	3839069	BAZOOKA CANDY BRANDS Design	8/24/2010
Topps Properties, Inc.	673216	BAZOOKA JOE	1/27/1959
The Topps Company, Inc.	3872647	BAZOOKA JOE 2006 PORTRAIT	11/9/2010
The Topps Company, Inc.	3952526	BLINKU	4/26/2011
The Topps Company, Inc.	2140078	BOWMAN	3/3/1998
The Topps Company, Inc.	1586294	BOWMAN	3/6/1990
The Topps Company, Inc.	4203663	BOWMAN BLACK	9/4/2012
The Topps Company, Inc.	2265679	BOWMAN CHROME	7/27/1999
The Topps Company, Inc.	4210038	BUNT	9/18/2012
The Topps Company, Inc.	4352791	CHROME	6/18/2013
The Topps Company, Inc.	3817186	DARE 2 DROP	7/13/2010
The Topps Company, Inc.	3817187	DARE 2 DROP and Design	7/13/2010
The Topps Company, Inc.	2513153	ETOPPS	11/27/2001
The Topps Company, Inc.	4043226	FIVE STAR	10/18/2011
The Topps Company, Inc.	1017529	GARBAGE CAN-DY	8/5/1975
The Topps Company, Inc.	1359512	GARBAGE PAIL KIDS	9/10/1985
The Topps Company, Inc.	2917278	GARBAGE PAIL KIDS	1/11/2005
The Topps Company, Inc.	4043456	GYPSY QUEEN	10/18/2011

REGISTERED OWNER	REGISTRATION NUMBER	DESCRIPTION	ISSUE DATE
The Topps Company, Inc.	3606454	HOLLYWOOD ZOMBIES	4/14/2009
The Topps Company, Inc.	2623642	HOME OF THE ROOKIE CARD	9/24/2002
Topps Properties, Inc.	3968394	JUICY DROP (Principal Register)	5/31/2011
The Topps Company, Inc.	3608842	JUMBO PUSH POP	4/21/2009
The Topps Company, Inc.	1859156	MARS ATTACKS	10/18/1994
The Topps Company, Inc.	4227274	MARS ATTACKS	10/16/2012
The Topps Company, Inc.	4324735	MARS ATTACKS (2009 APPLICATION)	4/23/2013
The Topps Company, Inc.	3658972	MATCH ATTAX	7/21/2009
The Topps Company, Inc.	3810798	MAYO'S	6/29/2010
The Topps Company, Inc.	3814359	MAYO'S CUT PLUG	7/6/2010
The Topps Company, Inc.	3648297	MESSAGE IN A BOTTLE	6/30/2009
The Topps Company, Inc.	2895895	OWN THE GAME	10/19/2004
The Topps Company, Inc.	4221824	PENNANT	10/9/2012
The Topps Company, Inc.	4205851	PRECISION	9/11/2012
The Topps Company, Inc.	3107480	PUSH POP	6/20/2006
The Topps Company, Inc.	3945793	PUSH POP	4/12/2011
Topps Properties, Inc.	1390109	PUSH POP	4/15/1986
The Topps Company, Inc.	4000325	RATTLERZ	7/26/2011
The Topps Company, Inc.	2216412	REFRACTOR	1/5/1999
The Topps Company, Inc.	3009371	RING POP	10/25/2005
The Topps Company, Inc.	3013798	RING POP	11/8/2005
Topps Properties, Inc.	1040693	RING POP	6/1/1976
The Topps Company, Inc.	1846873	RING POP Design	7/26/1994
The Topps Company, Inc.	3478443	SANTA CLAUS	7/29/2008
The Topps Company, Inc.	3720598	SHARKIES	12/8/2009
The Topps Company, Inc.	3551516	SLIDERZ	12/23/2008
The Topps Company, Inc.	4268287	STERLING	1/1/2013
The Topps Company, Inc.	4318708	STRATA	4/9/2013
The Topps Company, Inc.	4109836	SWEET TWEETS	3/6/2012
The Topps Company, Inc.	4157898	TIER ONE	6/12/2012
The Topps Company, Inc.	2806701	TOPPS	1/20/2004
Topps Properties, Inc.	835967	TOPPS	9/26/1967
Topps Properties, Inc.	1809166	Topps (Lower Case Logo)	12/7/1993

REGISTERED OWNER	REGISTRATION NUMBER	DESCRIPTION	ISSUE DATE
The Topps Company, Inc.	3798453	TOPPS 3D LIVE	6/8/2010
The Topps Company, Inc.	3551716	TOPPS BIG STIX	12/23/2008
The Topps Company, Inc.	2251239	TOPPS CHROME	6/8/1999
The Topps Company, Inc.	4322303	TOPPS DIGITAL SERVICES	4/16/2013
The Topps Company, Inc.	1886614	TOPPS FINEST	3/28/1995
The Topps Company, Inc.	2564517	TOPPS HERITAGE	4/23/2002
The Topps Company, Inc.	4342727	TOPPS MAGIC	5/28/2013
The Topps Company, Inc.	3424292	TOPPS ROOKIE OF THE WEEK	5/6/2008
The Topps Company, Inc.	1798414	TOPPS STADIUM CLUB	10/12/1993
The Topps Company, Inc.	3828287	TOPPS TRIBUTE	8/3/2010
The Topps Company, Inc.	3166598	TOPPS TURKEY RED	10/31/2006
The Topps Company, Inc.	3594875	TOPPS VAULT	3/24/2009
The Topps Company, Inc.	3718167	TOPPSTOWN	12/1/2009
The Topps Company, Inc.	4268286	TRIBUTE	1/1/2013
The Topps Company, Inc.	2409144	TRIPLE POWER PUSH POP	11/28/2000
The Topps Company, Inc.	3957185	TRIPLE THREADS	5/10/2011
The Topps Company, Inc.	3976017	UNRIVALED	6/7/2011
The Topps Company, Inc.	3868355	WACKY DIGIBLES	10/26/2010
The Topps Company, Inc.	3577862	WACKY PACK	2/17/2009
The Topps Company, Inc.	1276119	WACKY PACKAGES	5/1/1984
The Topps Company, Inc.	852416	WACKY PACKAGES	7/9/1968
The Topps Company, Inc.	4022885	WACKY PACKAGES	9/6/2011
The Topps Company, Inc.	3839170	WACKY PACKAGES OLD SCHOOL Logo	8/24/2010
The Topps Company, Inc.	3577712	WAZOO	2/17/2009
The Topps Company, Inc.	2003543	WIDEVISION	9/24/1996
The Topps Company, Inc.	1,479,757	BATTLEMECH	3/8/1988
The Topps Company, Inc.	1,563,309	BATTLETECH	10/31/1989
The Topps Company, Inc.	1,730,183	BATTLETECH	11/3/1992
The Topps Company, Inc.	1,403,297	BATTLETECH	7/29/1986
The Topps Company, Inc.	1,476,062	'MECH	2/9/1988
The Topps Company, Inc.	1,404,241	MECHWARRIOR	8/5/1986
The Topps Company, Inc.	1,605,488	SHADOWRUN	6/10/1990
The Topps Company, Inc.	1587024	BAZOOKA JOE Design	3/13/1990
The Topps Company, Inc.	2890575	JUICY BUGS	9/28/2004

REGISTERED OWNER	REGISTRATION NUMBER	DESCRIPTION	ISSUE DATE
The Topps Company, Inc.	3774837	PUCK ATTAX	4/13/2010
The Topps Company, Inc.	2722149	TEAM TOPPS LEGENDS	6/3/2003
The Topps Company, Inc.	3341700	VERTIGO	11/20/2007
Topps Properties, Inc.	3176343	BABY BOTTLE POP	11/28/2006
Topps Properties, Inc.	3703303	BAZOOKA	10/27/2009
Topps Properties, Inc.	3874980	SLAM ATTAX	11/9/2010
Topps Properties, Inc.	3703325	TOPPS ATTAX Logo	10/27/2009
Topps Properties, Inc.	3257228	JUICY DROP	6/26/2007
The Topps Company, Inc.	0932958	BAZOOKA	4/25/1972
The Topps Company, Inc.	0727088	BAZOOKA	1/30/1962
The Topps Company, Inc.	4403150	MY RING POP	10/1/2013

TRADEMARK APPLICATIONS:

OWNER	APPLICATION NUMBER	DESCRIPTION	APPLICATION DATE
The Topps Company, Inc.	86/010508	BLOODLINES	7/15/2013
The Topps Company, Inc.	86/014049	KNOCKOUT	7/18/2013
The Topps Company, Inc.	85/950958	POWER PLATES	6/5/2013
The Topps Company, Inc.	85/910998	V	4/22/2013
The Topps Company, Inc.	85/632683	HERITAGE	5/23/2012