

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
Larsen and Bowman Holdings Ltd.		12/02/2013	Limited Corporation: CANADA

RECEIVING PARTY DATA

Name:	RB Trademark Holdco, LLC
Street Address:	One Meadowlands Plaza
Internal Address:	8th Floor
City:	East Rutherford
State/Country:	NEW JERSEY
Postal Code:	07073
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4056172	RUSS BUDDIES
Registration Number:	1223558	APPLAUSE
Registration Number:	1251348	APPLAUSE
Registration Number:	1190130	
Registration Number:	1230618	EVERYONE LOVES TO GET APPLAUSE
Serial Number:	85973837	EVERYONE LOVES TO GET APPLAUSE
Registration Number:	2891296	RUSS
Serial Number:	85854948	RUSS BERRIE
Registration Number:	2260182	RUSSPLUS

CORRESPONDENCE DATA

Fax Number: 2026823580
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2026823671

Email: jryniewicz@kayescholar.com
Correspondent Name: John P. Rynkiewicz
Address Line 1: 901 Fifteenth Street, N.W.
Address Line 2: Suite 700
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	06340/0002
NAME OF SUBMITTER:	John P. Rynkiewicz
Signature:	/john p rynkiewicz/
Date:	12/04/2013

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of June 30, 2013, is made by and among Larsen and Bowman Holdings Ltd., a Limited Corporation organized under the laws of British Columbia (collectively, the "**Grantor**") in favor of RB Trademark Holdco, LLC, a Delaware limited liability company (the "**Secured Party**").

WHEREAS, the Secured Party, as "Seller", and the Grantor as "Buyer" are parties to that certain Acquisition Agreement dated June 30, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "**Acquisition Agreement**").

WHEREAS, in payment of the purchase price set forth in the Acquisition Agreement, the Grantor has delivered to the Secured Party a promissory note dated the date hereof in a principal amount equal to U.S. \$1,250,000 (as amended, restated, supplemented or otherwise modified from time to time, the "**Note**"; terms used but not otherwise defined herein that are defined in the Note shall have the meanings given to them in the Note), and in connection therewith the Grantor has executed and delivered to the Secured Party that certain Security Agreement, dated as of June 30, 2013, made by and among the Grantor and the Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. **Grant of Security.** The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Collateral**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to the Grantor's use of any

trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world, (v) rights to sue for past, present and future infringements thereof and (vi) anything else included in the IP (as defined in the Acquisition Agreement);

(b) all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records relating to the foregoing at any time evidencing or relating to the foregoing;

(c) all proceeds and products of the foregoing;

(d) all accessions to, substitutions and replacements for, and rents, profits and products of, the foregoing; and

(e) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Grantor from time to time with respect to the foregoing.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Collateral are as provided by the Acquisition Agreement, the Note, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising

out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized representative.

LARSEN AND BOWMAN
HOLDINGS LTD.

Date: Dec. 2. 2013

By:  _____

Name: STACY LARSEN
Title: PRESIDENT.

AGREED TO AND ACCEPTED:

RB TRADEMARK HOLDCO, LLC,
as Secured Party

Date: _____

By: _____

Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized representative.

LARSEN AND BOWMAN
HOLDINGS LTD.

Date: _____

By: _____

Name:

Title:

AGREED TO AND ACCEPTED:

RB TRADEMARK HOLDCO, LLC,
as Secured Party

Date: 12/3/13

By:  _____

Name: Jodie Simon Friedman

Title: Vice President and Secretary

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	COUNTRY	TRADEMARK APPLICATION/ REGISTRATION NUMBER
RUSS BERRIE AND COMPANY	NEW ZEALAND	REG. NO. 168792
RUSS BUDDIES	UNITED STATES	REG. NO. 4056172
APPLAUSE (BLOCK LETTERS)	UNITED STATES	REG. NO. 1,223,558
APPLAUSE (BLOCK LETTERS)	BENELUX	REG. NO. 730983
APPLAUSE (BLOCK LETTERS)	CANADA	REG. NO. TMA304,224
APPLAUSE	FRANCE	REG. NO. 3136799
APPLAUSE	GERMANY	REG. NO. 1,050,030
APPLAUSE & HANDS DESIGN	UNITED STATES	REG. NO. 1,251,348
APPLAUSE & HANDS DESIGN	UNITED STATES	REG. NO. 1,190,130
APPLAUSE & HAND DEVICE	AUSTRALIA	REG. NO. 361197
APPLAUSE & HAND DEVICE	CANADA	REG. NO. TMA304,223
APPLAUSE (DESIGN)	GERMANY	REG. NO. 1,075,372
APPLAUSE & HAND DEVICE	MEXICO	REG. NO. 968460
APPLAUSE & HAND DEVICE	UNITED KINGDOM	REG. NO. 1,155,354
EVERYONE LOVES TO GET APPLAUSE	UNITED STATES	REG. NO. 1,230,618
EVERYONE LOVES TO GET APPLAUSE	UNITED STATES	SERIAL NO. 85973837
EVERYONE LOVES TO GET APPLAUSE	BENELUX	REG. NO. 730984
EVERYONE LOVES TO GET APPLAUSE	EUROPEAN UNION	APP. 4180717
EVERYONE LOVES TO GET APPLAUSE	GERMANY	REG. NO. 2,039,483

TRADEMARK	COUNTRY	TRADEMARK APPLICATION/ REGISTRATION NUMBER
EVERYONE LOVES TO GET APPLAUSE	MEXICO	REG. NO. 968941
EVERYONE LOVES TO GET APPLAUSE & DESIGN	PANAMA	REG. NO. 121914
MAKE SOMEONE HAPPY	CANADA	REG. NO. TMA 592292
THE HEDGEHOGS OF LEAFY LANE BY RUSS & DESIGN	UNITED KINGDOM	REG. NO. 2034089
RUSS	ARGENTINA	REG. NO. 1.889.438 (RENEWAL OF REG. NO. 1400503)
RUSS	ARGENTINA	REG. NO. 1357309
RUSS	ARGENTINA	REG. NO. 1.743.356 (RENEWAL OF REG. NO. 1339312)
RUSS	CHILE	REG. NO. 681369
RUSS	CHINA	REG. NO. 924294
RUSS	CHINA	REG. NO. 905751
RUSS	COLUMBIA	REG. NO. 168902
RUSS	HONG KONG	REG. NO. 1987B1635
RUSS	ISRAEL	REG. NO. 58748
RUSS	PANAMA	REG. NO. 36349
RUSS	PARAGUAY	REG. NO. 225484
RUSS	POLAND	APP. NO. Z200594
RUSS	SOUTH AFRICA	REG. NO. B84/2503
RUSS	TAIWAN	REG. NO. 255821
RUSS	TAIWAN	REG. NO. 255887

TRADEMARK	COUNTRY	TRADEMARK APPLICATION/ REGISTRATION NUMBER
RUSS	TAIWAN	REG. NO. 259886
RUSS	TAIWAN	REG. NO. 266296
RUSS	TAIWAN	REG. NO. 267160
RUSS	TAIWAN	REG. NO. 269334
RUSS	TAIWAN	REG. NO. 273776
RUSS	VENEZUELA	REG. NO. 114623-F
RUSS AND BUTTERFLY DESIGN	PHILIPPINES	REG. NO. 49670
RUSS AND DESIGN	SWITZERLAND	REG. NO. 332925
RUSS AND DESIGN	BRAZIL	REG. NO. 816350752
RUSS AND DESIGN	KOREA	REG. NO. 114480
RUSS AND DESIGN	KOREA	REG. NO. 36208
RUSS AND DESIGN	MEXICO	REG. NO. 377590
RUSS AND DEVICE	TAIWAN	REG. NO. 255820
RUSS DESIGN	MALAYSIA	REG. NO. 86005514
RUSS & DESIGN	BENELUX	REG. NO. 383060
RUSS & DESIGN	JAPAN	REG. NO. 4774675
RUSS & DEVICE	CHINA	REG. NO. 1092630
RUSS & DEVICE	CHINA	REG. NO. 1070211
RUSS & DESIGN	UNITED STATES	REG. NO. 2,891,296
RUSS & DESIGN	ARGENTINA	REG NO. 2550414
RUSS & DESIGN	ARGENTINA	REG. NO. 2386513

TRADEMARK	COUNTRY	TRADEMARK APPLICATION/ REGISTRATION NUMBER
RUSS & DESIGN	ARGENTINA	REG. NO. 2379969
RUSS & DESIGN	AUSTRALIA	REG. NO. 405292
RUSS & DESIGN	CANADA	REG. NO. 301773
RUSS & DEVICE	AUSTRALIA	REG. NO. 444252
RUSS & DEVICE	AUSTRALIA	REG. NO. 444253
RUSS & DEVICE	CHINA	REG. NO. 1082253
RUSS & DESIGN	COSTA RICA	APP. NO. 119652
RUSS & DESIGN	ECUADOR	REG. NO. 6983-11
RUSS & DESIGN	ECUADOR	REG. NO. 7003-11
RUSS & DESIGN	ECUADOR	REG. NO. 7148-11
RUSS & DESIGN	EL SALVADOR	APP. NO. 39000172
RUSS & DESIGN	SOUTH KOREA	REG. NO. 4100362080000
RUSS (LABEL)	ITALY	REG. NO. 686759
RUSS & DESIGN	ITALY	REG. NO. 1093598
RUSS (SPECIAL FORM)	SOUTH AFRICA	REG. NO. B82/2552
RUSS AND DESIGN	PERU	REG. NO. 80444
RUSS AND DESIGN	PUERTO RICO	REG. NO. 25984
RUSS AND DESIGN	SINGAPORE	REG. NO. T8604251
RUSS AND DESIGN	SINGAPORE	REG. NO. T8602247
RUSS AND DEVICE	RUSSIA	REG. NO. 272706
RUSS AND DESIGN	FRANCE	REG. NO. 1271767

TRADEMARK	COUNTRY	TRADEMARK APPLICATION/ REGISTRATION NUMBER
RUSS AND DESIGN	GERMANY	REG. NO. 1075676
RUSS & DESIGN	GERMANY	REG. NO. 1083689
RUSS	GERMANY	REG. NO. 1080051
RUSS AND DESIGN	MEXICO	REG. NO. 393700
RUSS AND DESIGN	MEXICO	REG. NO. 382026
RUSS AND DEVICE	NEW ZEALAND	REG. NO. 164554
RUSS AND DEVICE	RUSSIA	REG. NO. 290097
RUSS AND DEVICE	TAIWAN	REG. NO. 255886
RUSS AND DEVICE	TAIWAN	REG. NO. 259885
RUSS AND DEVICE	TAIWAN	REG. NO. 273775
RUSS AND DEVICE	TAIWAN	REG. NO. 908088
RUSS AND DEVICE	TAIWAN	REG. NO. 901998
RUSS AND DEVICE	TAIWAN	REG. NO. 917138
RUSS AND DEVICE	UNITED KINGDOM	REG. NO. 1298343
RUSS AND DEVICE	UNITED KINGDOM	REG. NO. 1302734 MERGED UNDER REG. NO. 1302736
RUSS AND DEVICE	UNITED KINGDOM	REG. NO. 1302735 MERGED UNDER REG. NO. 1302736
RUSS AND DEVICE	UNITED KINGDOM	REG. NO. 1302736
RUSS AND LOGO	INDONESIA	APP. NO. D00.2008.031745
RUSS BERRIE	CHILE	REG. NO. 681370
RUSS BERRIE	UNITED STATES	SER. NO. 85854948

TRADEMARK	COUNTRY	TRADEMARK APPLICATION/ REGISTRATION NUMBER
RUSS LOGO	EL SALVADOR	180 BOOK 141
RUSS PLUS	EL SALVADOR	79 BOOK 53
RUSSPLUS	UNITED STATES	REG. NO. 2,260,182

DOMAIN NAMES:

WWW.RUSSBERRIE.COM