

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315710

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SASSY 14, LLC		08/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NATIONAL BANK OF CANADA		
Street Address:	600 de la Gauchetière Street West		
Internal Address:	4th Floor		
City:	Montreal		
State/Country:	QUEBEC		
Postal Code:	H3B 4L2		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4060848	GROW UP CUP	
Registration Number:	4206294		
Registration Number:	4206293	SASSY	
Registration Number:	4543999	NON-STERS	
Registration Number:	2183971	CIRCUS	
Registration Number:	2159097	POGO	
Registration Number:	3787472	SASSY SEAT	
Registration Number:	2296588	SASSY	
Registration Number:	2752658	SASSY	
Registration Number:	3006201	SASSY	
Serial Number:	86189834	SUPERDUPER SAURUSES	
Serial Number:	86189833	SUPERDUPER SAURUSES	
Serial Number:	86189830	STRETCH-A-SAURUS	
Serial Number:	86189826	STOMP-A-SAURUS	
Serial Number:	86189825	SLAMMING SAM-A-SAURUS	
Serial Number:	86189823	SHAKE-A-SAURUS	
Serial Number:	86189822	PEEK-A-DACTYL	
Serial Number:	86189820	BABBLE-A-SAURUS	
TRADEMARK			

CH \$490.00 4060848

Property Type	Number	Word Mark
Serial Number:	86010616	SASSY
CORRESPONDENCE DATA		
Fax Number:	7168490349	
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	7168564000	
Email:	gsnyder@hodgsonruss.com	
Correspondent Name:	Hodgson Russ LLP	
Address Line 1:	140 Pearl Street, Suite 100	
Address Line 4:	Buffalo, NEW YORK 14202-4040	
ATTORNEY DOCKET NUMBER:	037511.00004	
NAME OF SUBMITTER:	George L. Snyder, Jr.	
SIGNATURE:	/george l snyder jr/	
DATE SIGNED:	09/02/2014	
Total Attachments: 6		
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**INTELLECTUAL PROPERTY
GENERAL SECURITY AGREEMENT SUPPLEMENT**

For valuable consideration as further described in the General Security Agreement, dated as of August 29, 2014, between **SASSY 14, LLC**, a Delaware limited liability company. (the "**Grantor**") and **NATIONAL BANK OF CANADA**, a bank organized under the laws of Canada (the "**Lender**") (such General Security Agreement, as amended, amended and restated and supplemented from time to time (the "**Security Agreement**"), the Grantor (with an address of: 2305 Brenton Industrial Park Drive SE, Kentwood, Michigan 49508-1548) and the Lender (with an address of: 600 de la Gauchetière Street West, 4th Floor, Montreal, Quebec H3B 4L2, Canada) agree as follows:

The Grantor acknowledges, reaffirms and ratifies in all respects the Security Agreement as though all provisions thereof were fully set forth in this Agreement, including, but not limited to, the grant by the Grantor of a security interest in all General Intangibles included in the Collateral, as such term is defined in the Security Agreement. All other capitalized terms used herein and not defined herein have the meanings given to such terms in the Security Agreement. This Agreement is a supplement to the Security Agreement.

Without limiting the generality of the foregoing, to secure the payment and other performance of the Secured Obligations, the Grantor grants to the Lender a security interest in, and assigns, pledges and hypothecates to the Lender, all right, title and interest of the Grantor in and to, wherever located, whether now owned or hereafter acquired or now existing or hereafter arising or accruing and whether or not subject to Article 9 of the New York Uniform Commercial Code or described in any schedule heretofore or hereafter delivered to the Lender by the Grantor:

(a) All patents and applications for a patent, including, without limitation, each patent registration and patent registration application referred to in Exhibit A-1 annexed hereto, together with any reissues, continuations, continuations-in-part, divisions, modifications, substitutions or extensions thereof, all inventions disclosed therein, and all invention disclosures related thereto (the "**Patents**");

(b) All copyrights, whether registered or unregistered, and all applications for copyrights, including, without limitation, each copyright registration and copyright registration application referred to in Exhibit A-2 annexed hereto and all renewals and extensions thereof (the "**Copyrights**");

(c) All trademarks, service marks, trade names and trade dress and all trademark, service mark and trade dress registrations and applications for trademark, service mark or trade dress registrations in the United States (except for "intent to use" applications for registration filed pursuant to Section 1(b) of the Lanham Act, to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark under applicable federal law), including without limitation those trademark, service mark and trade dress registrations and registration

applications listed in Exhibit A-3 annexed hereto, and all rights corresponding thereto, together, in each case, with the goodwill of the business connected with the use of, and symbolized by each such trademark, service mark, trade name and trade dress, (the "**Marks**");

(d) all licenses entered into by the Grantor or a predecessor-in-interest to the Grantor with respect to any Patents, Copyrights or Marks, whether as licensor or licensee,

(e) all income, royalties, damages and payments now and hereafter due and/or payable with respect to the General Intangibles (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof),

(f) all causes of action, past, present, or future, related to or arising from the General Intangibles, including, without limitation, all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks, Copyrights, and/or Patents or unfair competition regarding the same; and

(g) all Proceeds of any and all of the foregoing Collateral.

This Agreement shall be governed by and construed and enforced in accordance with the law of the State of New York (including, but not limited to, Sections 5-1401 of the General Obligations Law of the State of New York), and is otherwise subject to the terms of the Security Agreement, including without limitation, Sections 18, 19 and 20 thereof.

Dated August 29, 2014

SASSY 14, LLC

By: 

Name: *Dean F Robinson*

Title: *President*

[Intellectual Property General Security Agreement Supplement. - Signature Page]

EXHIBIT A-1

PATENTS

Name or Description of Item	Application/ Registration Number	Date	Status
Integrated Bib/Teether Apparatus	Patent No. 6209133	10/18/1999	Owned
Baby Seat	App No. 61/943587	2/24/2014	Owned

Exhibit A-2

COPYRIGHTS

Name or Description of Item	Application / Registration Number	Date	Status
Go Charm Collection	VAu001063982	5/4/2011	Owned
Design Collection	VAu1-082-437	10/25/2011	Owned
Thoroughly Modem Mom	TX0000087778	7/21/1978	Owned
Thoroughly Modem Mom	PA0000038768	6/28/1978	Owned

EXHIBIT A-3

TRADEMARKS

Name or Description of Item	Application / Registration Number	Jurisdiction	Date	Status
Grow Up Cup	Reg. No. 4060848	USA	4/16/2010	Registered Nov. 22, 2011
Ladybug Design	Reg. No. 4,206,294	USA	8/19/2009	Registered Sept. 11, 2012
Sassy And Ladybug Design	Reg. No. 4,206,293	USA	8/19/2009	Registered Sept. 11, 2012
Non-Sters	Reg. No. 4,543,999	USA	5/2/2012	Registered June 3, 2014
Circus	Reg. No. 2183971	USA	7/23/1997	Registered August 25, 1998
Pogo	Reg. No. 2159097	USA	7/23/1997	Registered May 19, 1998
Sassy Seat	Reg. No. 3787472	USA	10/29/2009	Registered May 11, 2010
Sassy	Reg. No. 2296588	USA	8/21/1997	Registered November 20, 1999
Sassy	Reg. No. 2752658	USA	10/23/2002	Registered August 19, 2003
Sassy	Reg. No. 3006201	USA	10/23/2002	Registered October 11, 2005
Superduper Sauruses	App. No. 86/189834	USA	2/10/2014	Pending (ITU)
Superduper Sauruses	App. No. 86/189833	USA	2/11/2014	Pending (ITU)
Stretch-A-Saurus	App. No. 86/189830	USA	2/12/2014	Pending (ITU)
Stomp-A-Saurus	App. No. 86/189826	USA	2/13/2014	Pending (ITU)
Slamming Sam-A-Saurus	App. No. 86/189825	USA	2/14/2014	Pending (ITU)
Shake-A-Saurus	App. No. 86/189823	USA	2/15/2014	Pending (ITU)
Peek-A-Dactyl	App. No. 86/189822	USA	2/16/2014	Pending (ITU)
Babble-A-Saurus	App. No. 86/189820	USA	2/17/2014	Pending (ITU)
Sassy	App. No. 86/010616	USA	7/15/2013	Allowed (ITU)

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