TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321387

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Patch Products, LLC		09/10/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Balance Point Capital Partners, L.P.
Street Address:	8 Church Lane
Internal Address:	Suite 200
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 69

Property Type	Number	Word Mark
Registration Number:	4147452	100 WACKY THINGS
Registration Number:	3846453	5 SECOND RULE
Registration Number:	4010622	3D FLOOR PUZZLE
Registration Number:	2443503	BIG DEAL
Registration Number:	4169137	BIG LITTLE GAMES
Registration Number:	4594485	BOUNCY BOP
Registration Number:	2776634	BUZZWORD
Registration Number:	4372595	CHAIN LETTERS
Registration Number:	2940127	CHOO CHOO TRAINING
Registration Number:	4154928	DESIGN 'N' DOODLE
Registration Number:	4329388	EASTER EGG-TIVITIES
Registration Number:	4433864	EATON DEDD
Registration Number:	4563450	FARKLE FLIP
Registration Number:	4032573	FARKLE FRENZY
Registration Number:	4137725	FARKLE THE CLASSIC DICE-ROLLING, RISK-TA
Registration Number:	4423053	FARKLE AROUND
Registration Number:	4346941	FARKLE NANO
Registration Number:	4469068	FIND YOUR INNER MONKEY

OP $1740.00 4147452

Property Type	Number	Word Mark
Registration Number:	4339789	FINGER FLICKIN'
Registration Number:	4223117	FLASH & FURIOUS
Serial Number:	86276143	FLIP FLOP
Registration Number:	3644375	GO APE!
Serial Number:	85796133	GO OINK!
Registration Number:	2867815	IMPERIAL
Registration Number:	4433863	IMA BANANERD
Registration Number:	3528875	I SEE THREE!
Registration Number:	4041869	KNOW IT OR BLOW IT
Registration Number:	1519949	LAURI
Registration Number:	4038685	LOCKTAGONS
Registration Number:	4433865	LONG SOCK SILVER
Registration Number:	4119159	LOVE IT! HATE IT!
Registration Number:	4132554	LOVE THE BOOK...LIVE THE GAME
Registration Number:	4419879	MAGENTA BEETSCH
Registration Number:	3963145	MAKE-A-SAURUS
Registration Number:	2495210	MALARKY
Registration Number:	3842965	MIGHTY MONKEY
Registration Number:	3653811	MILLION MINUTE FAMILY CHALLENGE
Registration Number:	4423019	MIRARI
Registration Number:	4419878	M.O.N.K.
Serial Number:	85921639	MONKEY UP
Registration Number:	4318034	MYPAD
Registration Number:	4577674	MYPHONE
Registration Number:	4492100	ODD JOBS
Registration Number:	3571593	
Registration Number:	3571592	
Registration Number:	1969515	PATCH
Registration Number:	3704145	PATCH PALS CLUB
Registration Number:	3517976	PERFECT SENSE
Registration Number:	4429835	PLANET SOCK MONKEY
Registration Number:	4419881	POP! POP! PIANO
Registration Number:	1911571	PUZZLEPATCH
Registration Number:	2109922	PUZZLEPATCH SHARP PUZZLES
Registration Number:	3002513	REVERE
Registration Number:	4372594	SHIZZLE
Registration Number:	2681823	SNEAKY PUZZLES
Registration Number:	4419877	STAR HARMONKEY
Registration Number:	3920788	STIR 'EM UP!

Property Type	Number	Word Mark
Registration Number:	2747288	SWAP!
Registration Number:	4154929	SWIVEL
Registration Number:	4119209	TALES TO PLAY
Registration Number:	3517977	TASTES LIKE CHICKEN
Registration Number:	2958708	TOSS UP!
Registration Number:	4419880	WEE KEYS
Registration Number:	3337410	WHAT'S YOURS LIKE?
Registration Number:	4564219	WIND-UP EGG PALS
Registration Number:	2773503	WOOLY WILLY
Registration Number:	3917926	WORD SHOUT
Registration Number:	3917848	YAKITY-YAK
Registration Number:	4325107	ZIG-ZAG XYLO TRAIN

CORRESPONDENCE DATA

Fax Number: 8602758299

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.

Phone: 860-275-8285

Email: jscheib@rc.com

Correspondent Name: Jacqueline P. Scheib

Address Line 1: 280 Trumbull Street

Address Line 2: Robinson & Cole LLP

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Jacqueline P. Scheib
SIGNATURE:	/Jacqueline P. Scheib/
DATE SIGNED:	10/28/2014

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of September 10, 2014, by and between **PATCH PRODUCTS, LLC**, a Delaware limited liability company ("Debtor"), and **BALANCE POINT CAPITAL PARTNERS, L.P.**, a Delaware limited partnership ("Lender").

Debtor and Lender hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Commercial Tort Claims" shall have the meaning provided in the UCC.

"Credit Agreement" means that certain Credit Agreement dated as of the date hereof by and among Debtor, TS-Patch Holdings, LLC, the other parties from time to time party thereto, and Lender, as amended, restated, supplemented or otherwise modified from time to time.

"PTO" means the United States Patent and Trademark Office.

"Security Agreement" means that certain Security Agreement dated as of the date hereof between Debtor and Lender, as amended, restated, supplemented or otherwise modified from time to time.

"UCC" means the Uniform Commercial Code as in effect in the State of New York.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation

applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Debtor to Lender under the Security Agreement, and as further security for the payment or performance in full of the Obligations, the Debtor hereby ratifies such security interest and grants to Lender a continuing security interest in and mortgage upon all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in **Schedule A**), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intellectual or other intangible property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iii) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding the foregoing, in no event shall the Collateral include any application for registration of a trademark filed with the PTO on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such trademark shall automatically become part of the Collateral and subject to the security interest pledged.

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(b) Continuing Security Interest. Debtor agrees that this Agreement and the Security Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Security Agreement.

This Agreement has been entered into in conjunction with the security interests granted to Lender under the Security Agreement or other security documents referred to therein. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties.

Debtor represents and warrants to Lender that a true and correct list of all of the existing Collateral consisting of U.S. trademark registrations or applications owned by Debtor, in whole or in part, is set forth in **Schedule A** attached hereto and made a part hereof.

SECTION 5. Further Acts.

On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably requested by Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Lender may record this Agreement, an abstract thereof, or any other document describing Lender's interest in the Collateral with the PTO, at the sole cost and expense of Debtor. In addition, Debtor authorizes Lender to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Lender. If Debtor shall at any time hold or acquire a Commercial Tort Claim arising with respect to the Collateral, Debtor shall promptly notify Lender in a writing signed by Debtor of the brief details thereof and grant to Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to Lender.

SECTION 6. Authorization to Supplement.

If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Lender unilaterally to modify this Agreement by amending **Schedule A** to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule A** shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on **Schedule A**.

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SECTION 7. Binding Effect.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Lender and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder, except as specifically permitted by the Loan Documents.

SECTION 8. Governing Law.

THIS AGREEMENT IS INTENDED TO TAKE EFFECT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 9. Entire Agreement; Amendment.

This Agreement, the Credit Agreement and the Security Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Security Agreement. Notwithstanding the foregoing, Lender unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto to the extent expressly provided in Section 6 hereof. In the event of any direct conflict between the express terms and provisions of this Agreement and of the Security Agreement, the terms and provisions of the Security Agreement shall control.

SECTION 10. Counterparts.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect hereof.

SECTION 11. Termination.

This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Debtor for liquidation or reorganization, should the Debtor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Debtor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or

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reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned. Subject to the foregoing reinstatement provisions, this Agreement shall terminate upon the Termination Date.

SECTION 12. No Inconsistent Requirements.

Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability.

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party or any other provisions of this Agreement.

SECTION 14. Notices.

All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

THE NEXT PAGE IS THE SIGNATURE PAGE

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

PATCH PRODUCTS, LLC,
a Delaware limited liability company

By:_____
Name: Domenic Grisanzio
Title: Chief Financial Officer

[*Signature Page to Trademark Security Agreement*]

BALANCE POINT CAPITAL PARTNERS, L.P.

By: Balance Point Capital Managers, LLC
Its General Partner

By: _____
Name: Seth W. Alvord
Title: Managing Member

[*Signature Page to Trademark Security Agreement*]

SCHEDULE A
to
Trademark Security Agreement

Debtor: Patch Products, LLC

Domestic Trademarks

Jurisdiction	Mark	Application No.	Filing Date	Reg. No	Reg. Date
United States	100 Wacky Things	85215837	01/12/11	4147452	05/22/12
United States	5 Second Rule	77850326	10/16/09	3846453	09/07/10
United States	3D Floor Puzzle	85021688	04/23/10	4010622	08/09/11
United States	Big Deal	75837348	11/01/99	2443503	04/10/01
United States	Big Little Games	85325177	05/19/11	4169137	07/03/12
United States	Bouncy Bop	86112636	11/07/13	4594485	08/26/14
United States	Buzzword	76397384	04/18/02	2776634	10/21/03
United States	Chain Letters	85831061	01/24/13	4372595	07/23/13
United States	Choo-Choo Training	78398186	04/07/04	2940127	04/12/05
United States	Design 'n' Doodle	85200133	12/16/10	4154928	06/05/12
United States	Easter Egg-tivities	85609711	04/26/12	4329388	04/30/13
United States	Eaton Dedd	85796179	12/06/12	4433864	11/12/13
United States	Farkle Flip	86118670	11/14/13	4563450	07/08/14
United States	Farkle Frenzy	85088895	07/20/10	4032573	09/27/11
United States	Farkle the Classic Dice-Rolling, Risk-Taking Game (with design)	85264185	03/11/11	4137725	05/08/12
United States	Farkle Around	85775033	11/08/12	4423053	10/22/13
United States	Farkle nano	85831087	01/24/13	4346941	06/04/13
United States	Find Your Inner Monkey	85831104	01/24/13	4469068	01/21/14
United States	Finger Flickin'	85570597	03/15/12	4339789	05/21/13
United States	Flash & Furious	85421013	09/13/11	4223117	10/09/12
United States	Flip Flop	86276143	05/08/14		
United States	Go Ape!	77358310	12/21/07	3644375	06/23/09
United States	Go Oink!	85796133	12/06/12		
United States	Imperial	78158154	08/27/02	2867815	07/27/04
United States	Ima Bananerd	85796163	12/06/12	4433863	11/12/13
United States	I See Three!	77358284	12/21/07	3528875	11/04/08
United States	Know It or Blow It!	85271985	03/21/11	4041869	10/18/11
United States	Lauri	73713623	02/29/88	1519949	01/10/89
United States	Locktagons	85271984	03/21/11	4038685	10/11/11

United States	Long Sock Silver	85796185	12/06/12	4433865	11/12/13
United States	Love It! Hate It!	85066999	06/19/10	4119159	03/27/12
United States	Love the Book, Live the Game	85093377	07/27/10	4132554	04/24/12
United States	Magenta Beetsch	85796217	12/06/12	4419879	10/15/13
United States	Make-A-Saurus	77960787	03/17/10	3963145	05/17/11
United States	Malarky	75253909	03/07/97	2495210	10/09/01
United States	Mighty Monkey	77837964	09/30/09	3842965	08/31/10
United States	Million Minute Family Challenge	77589844	10/09/08	3653811	07/14/09
United States	Mirari	85763588	10/25/12	4423019	10/22/13
United States	M.O.N.K.	85796206	12/06/12	4419878	10/15/13
United States	Monkey Up	85921639	05/02/13		
United States	MYPAD	85446909	10/13/11	4318034	04/09/13
United States	myPhone	86118634	11/14/13	4577674	07/29/14
United States	Odd Jobs	85752922	10/12/12	4492100	03/04/14
United States	Patch – design only, with colors	77401279	02/20/08	3571593	02/10/09
United States	Patch – design only, without colors	77401273	02/20/08	3571592	02/10/09
United States	Patch with design	74599575	11/16/94	1969515	04/23/96
United States	Patch Pals Club	77491451	06/05/08	3704145	11/03/09
United States	Perfect Sense	77358266	12/21/07	3517976	10/14/08
United States	Planet Sock Monkey	85733576	09/20/12	4429835	11/05/13
United States	Pop! Pop! Piano	85796340	12/06/12	4419881	10/15/13
United States	PuzzlePatch	74567402	08/29/94	1911571	08/15/95
United States	PuzzlePatch Sharp Puzzles	75104119	05/14/96	2109922	10/28/97
United States	Revere	78167343	09/24/02	3002513	09/27/05
United States	Shizzle	85831026	01/24/13	4372594	07/23/13
United States	Sneaky Puzzles	76309136	09/05/01	2681823	01/28/03
United States	Star Harmonkey	85796155	12/06/12	4419877	10/15/13
United States	Stir'em Up!	77850313	10/16/09	3920788	02/15/11
United States	SWAP!	78153626	08/13/02	2747288	08/05/03
United States	Swivel	85200509	12/17/10	4154929	06/05/12
United States	Tales to Play	85091494	07/23/10	4119209	03/27/12
United States	Tastes Like Chicken	77358279	12/21/07	3517977	10/14/08
United States	Toss Up!	78363610	02/06/04	2958708	05/31/05
United States	Wee Keys	85796324	12/06/12	4419880	10/15/13
United States	What's Yours Like?	78949487	08/10/06	3337410	11/13/07
United States	Wind-Up Egg Pals	86135895	12/05/13	4564219	07/08/14
United States	Wooly Willy	76483076	01/14/03	2773503	10/14/03

United States	Word Shout	77868618	11/09/09	3917926	02/08/11
United States	Yakity-Yak	77844079	10/08/09	3917848	02/08/11
United States	Zig-Zag Xylo Train	85381174	07/26/11	4325107	04/23/13

International Trademarks

Jurisdiction	Mark	Application No.	Filing Date	Reg. No	Reg. Date
Australia (International Registration)	5 Second Rule			IR Reg. No. 1082178 (AU TM. No. 1436361)	03/07/11
United Kingdom (International Registration)	5 Second Rule			IR Reg. No. 1082178	03/07/11
Canada	Patch with design	0789256	08/03/95	TMA466,174	11/21/96
Canada	PuzzlePatch	0789257	08/03/95	TMA461,093	08/09/96
Australia	PuzzlePatch			720358	10/25/96
Australia (International Registration)	What's Yours Like?			IR Reg. No. 1070897 (AU TM. No. 1418454)	03/07/11
United Kingdom (International Registration)	What's Yours Like?			IR Reg. No. 1070897	03/07/11