

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323596

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kidrobot, Inc.		11/18/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunTrust Bank		
<b>Street Address:</b>	303 Peachtree Street, N.E.		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77686575	BEAUTIFUL PLASTIC	
<b>Serial Number:</b>	78496819	DUNNY	
<b>Serial Number:</b>	86373579	KIDROBOT	
<b>Serial Number:</b>	85465224	KIDROBOT	
<b>Serial Number:</b>	78290452	KIDROBOT	
<b>Serial Number:</b>	77287007	KIDROBOT	
<b>Serial Number:</b>	77417661	KIDROBOT	
<b>Serial Number:</b>	78711231	MUNNY	
<b>Serial Number:</b>	85977306	YUMMY	
<b>Serial Number:</b>	85479982	YUMMY X KIDROBOT	
<b>Serial Number:</b>	85977464	YUMMY X KIDROBOT	
<b>Serial Number:</b>	85479948	YUMMY	
<b>Serial Number:</b>	85466630	YUMMY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6785532602		
<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>			
<b>Phone:</b>	6785532601		
<b>Email:</b>	jimmarl@gtlaw.com		
<b>Correspondent Name:</b>	LaShana C. Jimmar, Paralegal		
<b>TRADEMARK</b>			

CH \$340.00 77686575

**Address Line 1:** Greenberg Traurig, LLP  
**Address Line 2:** 3333 Piedmont Road, NE, Suite 2500  
**Address Line 4:** Atlanta, GEORGIA 30305

**ATTORNEY DOCKET NUMBER:** 123794.011800

**NAME OF SUBMITTER:** LaShana C. Jimmar

**SIGNATURE:** /LaShana C. Jimmar/

**DATE SIGNED:** 11/18/2014

**Total Attachments: 3**

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GRANT OF A SECURITY INTEREST – TRADEMARKS

November 18, 2014

WHEREAS, Kidrobot, Inc. (the “**Grantor**”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Grantor has entered into a Security and Pledge Agreement, dated April 15, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of SunTrust Bank (in such capacity, together with its successors and assigns, if any, the “**Grantee**”); and

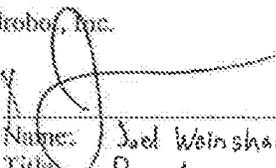
WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date set forth above.

Kidrobot, Inc.

By:   
Name: Saad Weinshtanker  
Title: President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

KIDROBOT, INC. TRADEMARKS SCHEDULE

Trademark Applications and Registrations:

TRADEMARK	SERIAL NUMBER	REGISTRATION NUMBER	OWNER
BEAUTIFUL PLASTIC	77-686575	3,808,010	KIDROBOT, INC.
DUNNY	78-496819	3,705,329	KIDROBOT, INC.
KIDROBOT	86-373579		KIDROBOT, INC.
KIDROBOT	85-465224	4,306,171	KIDROBOT, INC.
KIDROBOT	78-290452	2,926,356	KIDROBOT, INC.
KIDROBOT	77-287007	3,444,478	KIDROBOT, INC.
KIDROBOT	77-417661	4,096,454	KIDROBOT, INC.
MUNNY	78-711231	3,303,913	KIDROBOT, INC.
YUMMY	85-977306	4,397,863	KIDROBOT, INC.
YUMMY X KIDROBOT	85-479982		KIDROBOT, INC.
YUMMY X KIDROBOT	85-977464		KIDROBOT, INC.
YUMMY	85-479948		KIDROBOT, INC.
YUMMY	85-466630		KIDROBOT, INC.