TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335744

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JOOVY HOLDING CO.		03/09/2015	CORPORATION:

RECEIVING PARTY DATA

Name:	OPUS BANK
Street Address:	19900 MacArthur Blvd., 12th Floor
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92612
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3221215	CABOOSE
Registration Number:	3393620	KOOPER
Registration Number:	3440715	JOOVY
Registration Number:	3476374	JUST LIKE MINE
Registration Number:	3614562	COOL ESSENTIALS
Registration Number:	3693355	ERGO CABOOSE
Registration Number:	3693225	ZOOM
Registration Number:	4168092	FOOCOT
Registration Number:	4168090	TRICYCOO
Registration Number:	4168091	BICYCOO
Registration Number:	4168093	GROOVE
Registration Number:	4171822	SCOOTER
Registration Number:	4235500	LOO
Registration Number:	4267049	ROOM2
Registration Number:	4302514	ROO
Registration Number:	4302515	TWINROO
Registration Number:	4302513	SPOON
Registration Number:	4318260	STEPTOOL
Registration Number:	4348254	HOOK

OP $765.00 3221215

Property Type	Number	Word Mark
Registration Number:	4355223	MOONROOM
Registration Number:	4355222	DOOD
Registration Number:	4405432	COCOON
Registration Number:	4481755	CLEANFLOW
Registration Number:	4564568	BOOB
Registration Number:	4577105	TOOFOLD
Serial Number:	85923511	TOOQOOL
Serial Number:	86263362	NATURALLY NOOD
Serial Number:	86321587	LOONA
Serial Number:	86538526	PENGOO
Serial Number:	85925310	NOODLE

CORRESPONDENCE DATA

Fax Number: 3236589644

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: 323-852-1000 x 283

Email: epang@frandzel.com

Correspondent Name: Loren Gordon/Eleane Pang/100881-0002

Address Line 1: 6500 Wilshire Boulevard, 17th Floor

Address Line 4: Los Angeles, CALIFORNIA 90048-4920

ATTORNEY DOCKET NUMBER:	100881-0002
NAME OF SUBMITTER:	Loren Gordon/Eleane Pang
SIGNATURE:	/s/ Loren Gordon/Eleane Pang
DATE SIGNED:	03/20/2015

Total Attachments: 13

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RECORDING REQUESTED BY:

OPUS BANK
19900 MacArthur Blvd., 12th Floor
Irvine, California 92612
Attn: Ramsey Naber, Senior Managing Director
Asset Based Lending

TRADEMARK, PATENT, COPYRIGHT AND LICENSE SECURITY AGREEMENT

THIS TRADEMARK, PATENT, COPYRIGHT AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of March 9, 2015, is made by JOOVY HOLDING CO., a Texas corporation (the "Grantor"), having its principal place of business at 15281 Barranca Parkway, Irvine, California 92618, in favor of OPUS BANK, a California commercial bank (the "Grantee"), located at 19900 MacArthur Blvd., 12th Floor, Irvine, California 92612.

RECITALS:

A. On or about even date herewith, Grantor has requested, and Grantee has agreed to extend to Grantor, the following credit facilities (collectively, the "Loans"): (1) a revolving line of credit in the maximum principal amount of $5,500,000.00, made pursuant to that certain Business Loan Agreement (Asset Based) of even date herewith ("ABL Loan Agreement"), executed by Grantor and Grantee, and evidenced by, inter alia, that certain Promissory Note of even date herewith ("ABL Note"), in the principal face amount of $5,500,000.00, executed by Grantor in favor of Grantee, and (2) a term loan in the maximum principal amount of $1,500,000.00, made pursuant to that certain Business Loan Agreement of even date herewith ("Term Loan Agreement"), executed by Grantor and Grantee, and evidenced by, inter alia, that certain Promissory Note of even date herewith ("Term Note"), in the principal face amount of $1,500,000.00, executed by Grantor in favor of Grantee.

B. To induce Grantee to extend the Loans to Grantor, Grantor has agreed to, inter alia, grant Grantee a security interest in certain general intangibles including the Intellectual Property Collateral (hereinafter defined).

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms. The following terms have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Agreement" means this Trademark, Patent, Copyright and License Security Agreement, as the same may from time to time be amended, modified or supplemented.

"Copyrights" means copyrights rights in any work of authorship whether published or unpublished and whether registered or unregistered, all copyright registrations and applications therefor and any and all (i) renewals and extensions thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding thereto throughout the world.

"Intellectual Property Collateral" has the meaning assigned to such term in Section 2 of this Agreement.

"Licenses" means license agreements granting Grantor any interest in intellectual property and any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due or payable to Grantor with respect thereto, including, without limitation, damages and payments for past or future violations or infringements thereof and (iii) rights to sue for past, present and future violations or infringements thereof.

"Obligations" means the indebtedness of Grantor to Grantee in connection with the Loans, as evidenced by the ABL Loan Agreement, ABL Note, Term Loan Agreement and Term Note, and any and all other agreements, instruments and/or documents executed and/or delivered by Grantor to Grantee in connection therewith (as the same may be amended, restated, supplemented and/or replaced from time to time), including all principal and interest, together with all other indebtedness and costs and expenses for which Grantor is responsible thereunder or under this Agreement. Specifically, without limitation, Obligations include all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

"Patents" means patents registered in the United States or elsewhere, applications therefor and any and all (i) renewals thereof, (ii) income, royalties, damages and payments now or hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present, or future infringements thereof, and (iv) rights corresponding thereto throughout the world.

"Trademarks" means trademarks (including service marks, trade names, and domain names, whether registered or at common law), registrations and applications therefor and any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding thereto throughout the world.

"Trade Secrets & Proprietary Information" means all information not generally known to the public for which reasonable steps have been taken to maintain such information secret and confidential information used in connection therewith, including, but not

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limited to technical data and know-how that includes but is not limited to that which relates to research, product plans, products, services, customers, markets, product performance and repair data, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, and information involving the marketing or finances of Grantor, suppliers and supplier contacts, customers and customer contacts.

The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole, including the Exhibits and Schedules hereto, and not to any particular section, subsection or clause contained in this Agreement. Any capitalized terms used but not defined herein shall have the meanings ascribed to them in the ABL Loan Agreement and Term Loan Agreement.

2. Grant of Security Interest in Intellectual Property Collateral. In order to secure the complete and due and punctual payment of all of the Obligations of Grantor to Grantee, Grantor hereby grants and conveys to the Grantee as collateral security, a continuing security interest in all of Grantor's entire right, title and interest in and to intellectual property rights now owned or existing and hereafter acquired or arising in the following assets (all of which being hereinafter referred to as the "Intellectual Property Collateral"):

(i) all Trademarks of Grantor including, without limitation, the Trademarks listed on Schedule A hereto;

(ii) all Copyrights of the Grantor including, without limitation, the Copyrights listed on Schedule B hereto;

(iii) all Licenses of Grantor including, without limitation, the Licenses listed on Schedule C hereto; and

(iv) the entire goodwill of Grantor's business connected with the use of and symbolized by the Trademarks;

(v) all Patents of the Grantor including, without limitation, the patents listed on Schedule D hereto; and

(vi) all Trade Secrets & Proprietary Information of the Grantor;

provided, however, that nothing hereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Grantee with respect to any Intellectual Property Collateral to the extent prohibited by applicable law.

3. Cross-Collateralization. In addition to the Loans, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Grantee, or any one or more of them, as well as all claims by Grantee against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Loans, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party, or otherwise, and whether recovery upon such amounts may be or hereafter may become barred

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by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. _____ (Grantor's Initials)

4. Representations and Warranties; New Intellectual Property.

(a) Grantor represents and warrants that it has the full right and power to grant the security interests provided for in this Agreement in the Trademarks, Patents, Copyrights, Trade Secrets & Proprietary Information, and Licenses made hereby; that it has made no previous assignment, transfer or agreements in conflict herewith or constituting an assignment, license or transfer of, or an encumbrance on, any of the Trademarks, Copyrights, Patents, Trade Secrets & Proprietary Information and Licenses. Grantor further represents and warrants that (i) Schedules A, B, C and D, respectively, list all Trademarks, federally registered Copyrights, Licenses, and Patents owned or used by Grantor and/or which are material to any portion of its business or any of Grantor's subsidiaries or affiliates, (ii) the Intellectual Property Collateral does not infringe upon any rights owned or possessed by any entity not a party to this Agreement, and (iii) it has delivered copies of all Licenses owned or used by Grantor or any of Grantor's subsidiaries or affiliates.

(b) In the event, prior to the time the Obligations of Grantor to the Grantee have been indefeasibly paid in full, Grantor shall (i) obtain any rights to or interests in any new inventions, whether or not patentable, or trademarks, trade names, domain names, service marks, and applications therefor, or licenses, or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration or license renewal, the provisions of this Agreement shall automatically apply thereto and anything enumerated in clauses (i) or (ii) shall constitute Intellectual Property Collateral. Grantor shall give to the Grantee prompt written notice thereof. Grantor agrees, promptly following the written request by the Grantee, to amend this Agreement by amending any or all of Schedules A, B, C and D, as applicable, to include any such future trademarks, trademark registrations, trademark applications, trade names, domain names, service marks, trade secrets, patents, syndication rights, franchises and licenses which would be Intellectual Property Collateral.

5. Rights and Remedies; Application of Monies.

(a) Upon the occurrence of an Event of Default of any or all of Grantor's Obligations to the Grantee, the Grantee may, to the fullest extent permitted by applicable law and without advertisement, hearing or process of law of any kind, (i) exercise any and all rights as beneficial and legal owner of the Intellectual Property Collateral, including, without limitation, any and all consensual rights and powers with respect to the Intellectual Property Collateral, and/or (ii) sell or assign or grant a license or franchise to use, or cause to be sold or assigned or grant a license or franchise to use any or all of the Intellectual Property Collateral, in each case, free of all rights and claims of Grantor therein and thereto, and on such terms and conditions that the Grantee shall determine. In connection therewith, the Grantee shall have the right to impose such limitations and restrictions on the sale or assignment of the Intellectual Property Collateral as the Grantee may deem to be necessary or appropriate to comply with any law, rule or regulation (federal, state or local) having applicability to any such sale and requirements for any necessary governmental approvals.

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(b) Except as provided in this Section 5, Grantor hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by the Grantee of any of its rights and remedies hereunder. The Grantee shall not be liable to any person for any incorrect or improper payment made pursuant to this Section 5, in the absence of willful misconduct.

(c) Notwithstanding any provisions of this Agreement to the contrary, if, after giving effect to any sale, transfer, assignment or other disposition of any or all of the Intellectual Property Collateral pursuant hereto and after the application of the proceeds hereunder to the Obligations of Grantor to the Grantee, any said Obligations remain unpaid or unsatisfied, Grantor shall remain liable for the unpaid and unsatisfied amount of such remaining Obligations.

(d) This Agreement is made to provide for and secure repayment of the Obligations of Grantor to the Grantee. Grantee's remedies under this Section 5 are not intended to be exclusive, but shall be cumulative of any and all other rights and remedies that Grantee may have hereunder and under applicable law.

6. Termination of Security Interest. This Agreement and the security interests created or granted hereby or thereby, shall terminate when the later of the following shall have occurred: (a) the date that all of the Obligations of Grantor to the Grantee shall have been fully and indefeasibly paid and satisfied, and (b) the date as of which the last of the commitments and related documents and instruments have terminated with respect to the Obligations. After such termination, the Grantee (without recourse upon, or any warranty whatsoever by, the Grantee), shall execute and deliver to Grantor for filing in each office in which any security agreement (including, but not limited to, this Agreement), notice or other filing, or any part thereof, shall have been filed, an instrument releasing the Grantee's security interest in the Intellectual Property Collateral, and such other documents and instruments to terminate any security interest of the Grantee granted hereby as the Grantor may reasonably request, all without recourse upon or warranty whatsoever by the Grantee, and all at the cost and expense of Grantor.

7. Use and Protection of Intellectual Property Collateral. Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred, Grantor may continue to exploit, license, franchise, use, enjoy and protect (whether in the United States of America or any foreign jurisdiction) the Intellectual Property Collateral in the ordinary course of business and the Grantee shall from time to time execute and deliver, upon written request of Grantor and at Grantor's sole cost and expense, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the judgment of Grantor to enable Grantor to do so.

8. Duties of Grantor. Grantor shall have the duty to preserve and maintain all rights in the Intellectual Property Collateral in respect of which a failure to be able to continue to use the same would have a material adverse effect on the ownership, operation or maintenance of its business and operations, in a manner substantially consistent with its present practices and shall take all action reasonably requested by the Grantee to register, record and/or perfect the Grantee's right hereunder.

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9. The Grantee's Right to Sue. Whenever Grantor shall have defaulted in any or all of its Obligations to the Grantee, the Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, Copyrights, Patents, Trade Secrets & Proprietary Information and Licenses, and, if the Grantee shall commence any such suit, Grantor shall, at the request of the Grantee, do any and all lawful acts and execute any and all lawful documents required by the Grantee in aid of such enforcement.

10. No Waiver; Cumulative Remedies. No failure on the part of the Grantee to exercise, and no delay on the part of the Grantee in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by the Grantee preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies that may be available to the Grantee whether at law, in equity or otherwise.

11. Notices, etc. All notices or other communications hereunder shall be given to the Grantee as follows:

Opus Bank
19900 MacArthur Blvd., 12th Floor
Irvine, California 92612
Attn: Ramsey Naber, Senior Managing Director, Asset Based Lending

Notices to the Grantor should be addressed to:

Joovy Holding Co.
15281 Barranca Parkway
Irvine, California 92618
Attention: Greg Gardner

12. Expenses of Collection. Grantor hereby agrees to pay all expenses of the Grantee, including attorneys' fees, incurred with respect to the collection of any of the Intellectual Property Collateral and the enforcement of the rights of the Grantee hereunder which expenses together with interest thereon at the greater of the rate(s) provided in the ABL Note and Term Note, and shall constitute Obligations of Grantor to the Grantee thereunder and, therefore, are or will be secured hereby.

13. Attorney-in-Fact. Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as Grantor's true and lawful attorney-in-fact, for the purpose of taking such action and executing agreements, instruments and other documents, in the name of Grantor or otherwise, not inconsistent with the express provisions of this Agreement, as the Grantee may deem necessary or advisable to accomplish the purposes hereof, which appointment is an agency coupled with an interest and is irrevocable until payment in full of all Obligations of Grantor to the Grantee.

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The Grantee agrees that except after the occurrence of an Event of Default, it will forbear from exercising the power of attorney or any rights granted to the Grantee pursuant to this Section 13.

14. Agreement Governing Law; Binding Character; Assignment. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. This Agreement shall be binding upon Grantor and the Grantee and their respective successors and assigns and shall inure to the benefit of Grantor and the Grantee, and their respective successors and assigns; provided, however, that Grantor may not assign its rights or obligations hereunder or in connection herewith or any interest herein (voluntarily, by operation of law or otherwise) without the prior written consent of the Grantee. No other person (including, without limitation, any other creditor of Grantor) shall have any interest herein or any right or benefit with respect hereto and this Agreement shall not be construed so as to confer any right or benefit upon any person other than the parties to this Agreement and each of their respective successors and assigns.

15. Further Indemnification. Grantor agrees to pay, and save the Grantee harmless from, any and all liabilities with respect to, or resulting from any delay in paying (other than a delay caused by the willful misconduct of the Grantee), any and all excise, sales or other similar taxes which may be payable with respect to the Intellectual Property Collateral or in connection with any of the transactions contemplated by this Agreement.

16. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

17. Headings. Paragraph and section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

18. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officers thereunto duly authorized, as of the date first above written.

GRANTOR:

JOOVY HOLDING CO.,
a Texas corporation

By: _____
Name: Robert P. Gardner, III
Title: President / Chief Executive Officer

By: _____
Name: Gregory Gardner
Title: Chief Operating Officer

[ALL SIGNATURES MUST BE ACKNOWLEDGED]

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On March 14, 2015, before me, Kathryn A. Hoffmann, a Notary Public, personally appeared Robert P. Gardner III, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KATHRYN A. HOFFMANN
Commission # 2086133
Notary Public - California
Orange County
My Comm. Expires Nov 12, 2018

Signature Kathryn A. Hoffmann

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On March 14, 2015, before me, Kathryn A. Hoffmann, a Notary Public, personally appeared Gregory Gardner, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KATHRYN A. HOFFMANN
Commission # 2086133
Notary Public - California
Orange County
My Comm. Expires Nov 12, 2018

Signature Kathryn A. Hoffmann

TRADEMARK
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SCHEDULE A
to the
Trademark, Patent, Copyright
and License Security Agreement between

Trademarks

25 Registered Tradem	Reg. Number
Caboose	3221215
Kooper	3393620
Joovy	3440715
Just Like Mine	3476374
Cool Essentials	3614562
Ergo Caboose	3693355
Zoom	3693225
Foocot	4168092
Tricycoo	4168090
Bicycoo	4168091
Groove	4168093
Scooter	4171822
Loo	4235500
Room2	4267049
Roo	4302514
TwinRoo	4302515
Spoon	4302513
Steptool	4318260
Hook	4348254
MoonRoom	4355223
Dood	4355222
Cocoon	4405432
Cleanflow	4481755
Boob	4564568
TooFold	4577105

Trademarks in Process of Registration (US)

	Serial #			
TooQool	85923511	Notice of acceptance of SOU on 2/6/15		
Naturally Nood	86263362	Notice of allowance issued 11/11/14	SOU Due	5/11/15
Loona	86321587	Notice of allowance issued 11/11/14	SOU Due	5/11/15
Pengoo	86538526	Application filed 2/18/15		
Noodle	85925310	Prosecution Suspended pending action on Prior Application of 3rd party		

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SCHEDULE B
to the
Trademark, Patent, Copyright
and License Security Agreement between

Copyrights

1. None.

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SCHEDULE C
to the
Trademark, Patent, Copyright
and License Security Agreement
between

Licenses

Granted By Third
Parties In Favor of Grantor

1. None.

TRADEMARK
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SCHEDULE D

to the

Trademark, Patent, Copyright

and License Security Agreement

Patents

1. None.

RECORDED: 03/20/2015

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