

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM341881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMPERIAL TOY LLC		05/19/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A., as Agent		
Street Address:	One Court Square, 34th Floor		
City:	Long Island City		
State/Country:	NEW YORK		
Postal Code:	11120		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Registration Number:	4378501	CLIP-LOAD	
Registration Number:	4350860	CHA CHINGS	
Registration Number:	4407555	COOLECTIBLES	
Registration Number:	4354490	OPTRIX	
Registration Number:	4354489	OPTRIX	
Registration Number:	4137748	NEMESIS	
Registration Number:	4286459	SMB PREMIUM PLUS	
Registration Number:	4286458	SMB	
Registration Number:	4268611	KAOS	
Registration Number:	4388535	OPPO	
Registration Number:	3826521	IMPERIAL	
Registration Number:	3962661	3-D TIVITIES	
Registration Number:	3975315	3-D GLAM	
Registration Number:	4088386	3-D ADVENTURES	
Registration Number:	3995324	3-D BUBBLES	
Registration Number:	3951724	OPTRIX	
Registration Number:	3721935	TEAM TUBEZ	
Registration Number:	3820138	EARTH'S BEST BUBBLES SUPER MIRACLE BUBBL	
Registration Number:	3778861	BUBBLE BELLIE	
TRADEMARK			

OP \$1265.00 4378501

Property Type	Number	Word Mark
Registration Number:	3601146	BUBBLE BELLIES
Registration Number:	3493147	HOPSPLASH
Registration Number:	3415048	RUNWAY PINK
Registration Number:	2857556	STRETCHABLE
Registration Number:	3152553	EVER-BUBBLE BLASTER
Registration Number:	3354711	HOVER BUBBLE
Registration Number:	3265527	GOOGLY
Registration Number:	2946454	STEEL ON WHEELS
Registration Number:	2472345	SWEET SPOT
Registration Number:	2531157	FUN ZONE
Registration Number:	2401496	PEBBLE PETS
Registration Number:	2488861	ENDLESS BUBBLES
Registration Number:	2138766	MIRACLE BUBBLES
Registration Number:	2286659	SWEETHEART TROLLS
Registration Number:	2218923	CREATURES OF THE WORLD
Registration Number:	2273554	IMPERIAL
Registration Number:	2049983	STAR PATROL
Registration Number:	2354280	BUBBLE FACTORY
Registration Number:	1908634	SURE SHOT
Registration Number:	1960802	SURE SHOT
Registration Number:	1926559	PETITE PRINCESS
Registration Number:	1791037	MIGHTY MACHINES
Registration Number:	1883035	LEGENDS OF THE WILD WEST
Registration Number:	1711896	PIRATES OF THE HIGH SEAS
Registration Number:	1638511	PETITE MISS
Registration Number:	1492380	FUN IN THE SUN
Registration Number:	1399702	"THE REAL STUFF"
Registration Number:	0992907	IMPERIAL
Registration Number:	0916207	TEENY BOUNCERS
Registration Number:	0996975	MIRACLE
Registration Number:	0998680	POOPATROOPER

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

TRADEMARK

REEL: 005521 FRAME: 0283

Address Line 2:	55 East Monroe Street, Suite 3300
Address Line 4:	CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	2142.013
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NAME OF SUBMITTER:	Nancy Brougher
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SIGNATURE:	/njb/
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DATE SIGNED:	05/20/2015
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Total Attachments: 8

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SECURITY AGREEMENT (TRADEMARKS)

THIS SECURITY AGREEMENT (TRADEMARKS) (the "Agreement"), dated as of May 19, 2015, made by the undersigned, IMPERIAL TOY LLC, a California limited liability company (the "Company"), to and in favor of CITIBANK, N.A. (in such capacity, together with its successors and assigns in such capacity, "Agent"), pursuant to a certain Loan and Security Agreement, dated of even date herewith, between the Company (identified as the "Borrower" therein) and Agent (as it may be amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms used herein, but not expressly defined herein, shall have the meanings given to such terms in the Loan Agreement.

WITNESSETH:

RECITALS.

- A. The Company owns certain trademarks which are registered in, or applications for registration which have been filed in, the United States Patent and Trademark Office, and rights under certain Trademark Licenses, all as more fully described on Schedule attached hereto and by reference made part hereof; and
- B. The Agent proposes to make certain loans to the Company pursuant to the Loan Agreement; and
- C. Pursuant to the Loan Agreement, the Company has granted to the Agent a security interest in the property described as Collateral (as herein defined), including, without limitation, all of the Company's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, all as security for all of the Obligations; and
- D. As a condition precedent to the extension of such financial accommodations pursuant to the Loan Agreement and in furtherance of the Loan Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Agent has required that the Company grant to the Agent a security interest in the Collateral;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means any and all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all

renewals thereof, (iii) all proceeds of the foregoing, and (iv) all of the Company's rights corresponding thereto throughout the world.

2. As security for all of the Obligations, the Company hereby hereby unconditionally grants, assigns, and pledges to Agent, to secure the Obligations, a continuing security interest in all of its right, title and interest in, to and under the following (collectively, the "Collateral"):

- (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located and the goodwill of the business of the Company relating thereto or represented thereby, including, without limitation, each Trademark referred to in Schedule I hereto; and

- (b) all income, royalties, rights to receive license fees and other compensation, damages, proceeds and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and any claim of the Company against third parties for past, present or future infringements or dilutions of any Trademark, including, without limitation, any Trademark referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the assignment set forth above shall not be effective as a transfer of title to the Collateral unless and until the Agent exercises the rights and remedies accorded to it under the Loan Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Collateral, and until such time the Company shall own, and may use and enjoy the Collateral in connection with its business operations, and exercise all incidents of ownership, including, without limitation, granting licenses thereof in the ordinary course of business and enforcement of its rights and remedies with respect to the Collateral, but with respect to all Collateral being used in the Company's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Collateral.


3. This Agreement and the security interests created hereby secure the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Company, to Agent or any Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Event involving the Company.
4. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Agent, pursuant to the Loan Agreement. The Company hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interests granted in the Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Loan Agreement, the terms of the Loan Agreement shall prevail.
5. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Collateral and the rights and remedies of the Agent with respect to the security interest in and collateral assignment of the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. This Agreement shall terminate upon termination of the Loan Agreement. At any time and from time to time prior to such termination, the Agent may terminate its security interest in or reconvey to the Company any rights with respect to any or all of the Collateral. Upon termination of this Agreement and following a request from the Company, the Agent shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in the reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Collateral which may have been made by the Agent pursuant hereto or pursuant to the Loan Agreement.
7. If at any time before the termination of this Agreement in accordance with Section 4, the Company shall obtain or acquire rights to any new Trademark, the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Loan Agreement with respect to such new Trademark, and give prompt notice in writing to the Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. The Company authorizes the Agent to unilaterally modify this Agreement by amending Schedule I to include any future Collateral or Trademarks covered by Section 2 or by this Section 7. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
8. The Company further agrees that (a) the Agent shall not have any obligation or responsibility to protect or defend the Collateral and the Company shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Loan Agreement, (b) the Company shall forthwith advise the Agent promptly in writing upon detection of infringements of any of the Collateral being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Agent may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Agent for all expenses, including reasonable attorneys' fees, incurred by the Agent in protecting, defending and maintaining the Collateral.
9. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.
10. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 11.13 TO 11.16 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.
11. The Company waives notice of acceptance of this Agreement by the Agent.

[Signatures on Following Pages]

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

IMPERIAL TOY LLC,
a California limited liability company,

By:  _____
Name: Peter Tiger
Title: Co-President

SCHEDULE I

REGISTERED U.S. TRADEMARKS

Mark	Serial Number	Status	Regis. Number	Regis. Date
CLIP-LOAD	85600314	Registered	4378501	08/06/13
CHA CHINGS	85418806	Registered	4350860	06/11/13
COOLECTIBLES	85397453	Registered	4407555	09/24/13
OPTRIX	85325904	Registered	4354490	06/18/13
OPTRIX	85325898	Registered	4354489	06/18/13
NEMESIS	85270108	Registered	4137748	05/08/12
SMB PREMIUM PLUS	85032272	Registered	4286459	02/05/13
SMB	85032270	Registered	4286458	02/05/13
KAOS	85008884	Registered	4268611	01/01/13
OPPO	85280222	Registered	4388535	08/20/13
IMPERIAL	78881683	Registered	3826521	07/27/10
3-D TIVITIES	77853158	Registered	3962661	05/17/11
3-D GLAM	77853157	Registered	3975315	06/07/11
3-D ADVENTURES	77853151	Registered	4088386	01/17/12
3-D BUBBLES	77840136	Registered	3995324	07/12/11
OPTRIX	77840119	Registered	3951724	04/26/11
TEAM TUBEZ	77735107	Registered	3721935	12/08/09
EARTH'S BEST BUBBLES SUPER MIRACLE BUBBLES	77566081	Registered	3820138	07/20/10
BUBBLE BELLIE	77520601	Registered	377886	04/20/10

Mark	Serial Number	Status	Regis. Number	Regis. Date
			1	
BUBBLE BELLIES	77387038	Registered	3601146	04/07/09
HOPSPLASH	77016294	Registered	3493147	08/26/08
RUNWAY PINK	77025421	Registered	3415048	04/22/08
STRETCHABLE	76517857	Registered	2857556	06/29/04
EVER-BUBBLE BLASTER	76631732	Registered	3152553	10/10/06
HOVER BUBBLE	76629850	Registered	3354711	12/18/07
GOOGLY	76622982	Registered	3265527	07/17/07
STEEL ON WHEELS	76451987	Registered	2946454	05/03/05
SWEET SPOT	75847805	Registered	2472345	07/24/01
FUN ZONE	75712806	Registered	2531157	01/22/02
PEBBLE PETS	75675790	Registered	2401496	11/07/00
ENDLESS BUBBLES	75807269	Registered	2488861	09/11/01
MIRACLE BUBBLES	75239770	Registered	2138766	02/24/98
SWEETHEART TROLLS	75454224	Registered	2286659	10/12/99
CREATURES OF THE WORLD	75421548	Registered	2218923	01/19/99
IMPERIAL	75381080	Registered	2273554	08/31/99
STAR PATROL	75021696	Registered	2049983	04/01/97
BUBBLE FACTORY	74729022	Registered	2354280	06/06/00
SURE SHOT	74474464	Registered	1908634	08/01/95
SURE SHOT	74469579	Registered	1960802	03/05/96
PETITE PRINCESS	74469578	Registered	1926559	10/10/95
MIGHTY MACHINES	74237594	Registered	1791037	08/31/93
LEGENDS OF THE WILD	74226246	Registered	188303	03/07/95

Mark	Serial Number	Status	Regis. Number	Regis. Date
WEST			5	
PIRATES OF THE HIGH SEAS	74137893	Registered	1711896	09/01/92
PETITE MISS	74058561	Registered	1638511	03/19/91
FUN IN THE SUN	73688893	Registered	1492380	06/14/88
"THE REAL STUFF"	73569366	Registered	1399702	07/01/86
IMPERIAL	73001815	Registered	0992907	09/10/74
TEENY BOUNCERS	72330140	Registered	0916207	07/13/71
MIRACLE	72455885	Registered	0996975	10/29/74
POOPATROOPER	72455883	Registered	0998680	11/19/74

PENDING U.S. TRADEMARK APPLICATIONS

Mark	Serial Number	Status	Regis. Number	Regis. Date
FUZZBIES	86136736 <i>Intent-to-Use</i>	Pending – Application filed 12/06/13	NA	NA
GOOGLY TOWN	86083484 <i>Intent-to-Use</i>	Pending – Application filed 10/04/13	NA	NA
LUMINATION	86487071 <i>Intent-to-Use</i>	Pending – Application filed 12/19/14	NA	NA
AIR MESH	86255379 <i>Intent-to-Use</i>	Pending – Application filed 04/17/14	NA	NA
SUPER MIRACLE BUBBLES	86429206 <i>Intent-to-Use</i>	Pending – Application filed 10/20/14	NA	NA
CUTIE KISS	86366137 <i>Intent-to-Use</i>	Pending – Application filed 08/13/14	NA	NA
GOOB	86365798 <i>Intent-to-Use</i>	Pending – Application filed 08/13/14	NA	NA
BUBBLE REFILL STATION	86366105 <i>Intent-to-Use</i>	Pending – Application filed 08/13/14	NA	NA
BLITZ	86018387	Pending – Application	NA	NA

Mark	Serial Number	Status	Regis. Number	Regis. Date
	<i>Intent-to-Use</i>	filed 07/24/13		
SPLAT-X	85827382 <i>Intent-to-Use</i>	Pending – Application filed 01/18/13	NA	NA
GOOGLY	85325926 <i>Intent-to-Use</i>	Pending – Application filed 05/20/11	NA	NA
ZOOMA	85397459 <i>Intent-to-Use</i>	Pending – Application filed 08/14/11	NA	NA