

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346189

|                                   |  |                         |                                     |
|-----------------------------------|--|-------------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT   |                         |                                     |
| <b>NATURE OF CONVEYANCE:</b>      | Second Amendment to Intellectual Property Security Agreement |                         |                                     |
| <b>CONVEYING PARTY DATA</b>       |  |                         |                                     |
| <b>Name</b>                       | <b>Formerly</b>  | <b>Execution Date</b>   | <b>Entity Type</b>                  |
| SPENCER GIFTS LLC                 |  | 06/29/2015              | LIMITED LIABILITY COMPANY: DELAWARE |
| SPIRIT HALLOWEEN SUPERSTORES, LLC |  | 06/29/2015              | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |  |                         |                                     |
| <b>Name:</b>                      | WELLS FARGO BANK, NATIONAL ASSOCIATION                       |                         |                                     |
| <b>Street Address:</b>            | One Boston Place   |                         |                                     |
| <b>City:</b>                      | Boston   |                         |                                     |
| <b>State/Country:</b>             | MASSACHUSETTS  |                         |                                     |
| <b>Postal Code:</b>               | 02108  |                         |                                     |
| <b>Entity Type:</b>               | National Association: UNITED STATES                          |                         |                                     |
| <b>PROPERTY NUMBERS Total: 14</b> |  |                         |                                     |
| <b>Property Type</b>              | <b>Number</b>  | <b>Word Mark</b>        |                                     |
| <b>Serial Number:</b>             | 86110813   | SPENCER'S OUTLET        |                                     |
| <b>Serial Number:</b>             | 86330050   | WATER SHOW SPEAKERS     |                                     |
| <b>Serial Number:</b>             | 86394569   | SO MUCH FUN IT'S SCARY! |                                     |
| <b>Serial Number:</b>             | 86261446   | TURNUP                  |                                     |
| <b>Serial Number:</b>             | 85948969   | AROUZ'D                 |                                     |
| <b>Serial Number:</b>             | 86351957   | PASSION WAND            |                                     |
| <b>Serial Number:</b>             | 85837209   | BUGLE STROBE            |                                     |
| <b>Serial Number:</b>             | 86521625   | BLACK FOG               |                                     |
| <b>Serial Number:</b>             | 86244150   | BODY RAGE ORGANICS      |                                     |
| <b>Serial Number:</b>             | 85828135   | LAWN SCARES             |                                     |
| <b>Serial Number:</b>             | 85693429   | BODY RAGE               |                                     |
| <b>Serial Number:</b>             | 85739703   | PLEASURE BOUND          |                                     |
| <b>Serial Number:</b>             | 85770088   | YOU'RE THE PROP!        |                                     |
| <b>Serial Number:</b>             | 85887449   | SMART ASS CLASSIC       |                                     |
| <b>CORRESPONDENCE DATA</b>        |  |                         |                                     |
| <b>Fax Number:</b>                | 8004947512   |                         |                                     |

OP \$365.00 86110813

**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:** 202-370-4750  
**Email:** ipteam@nationalcorp.com  
**Correspondent Name:** Darlena Bari Stark  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** National Corporate Research, Ltd.  
**Address Line 4:** Washington, D.C. 20005

|                                |                    |
|--------------------------------|--------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | F156769            |
| <b>NAME OF SUBMITTER:</b>      | Janet S. Wamsley   |
| <b>SIGNATURE:</b>              | /Janet S. Wamsley/ |
| <b>DATE SIGNED:</b>            | 06/29/2015         |

**Total Attachments: 11**  
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SECOND AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Amendment to Intellectual Property Security Agreement (this "Second Amendment") is made as of June 29, 2015, by and among (a) each of the Persons listed on Schedule I hereto (each such Person, individually, a "Borrower" and, collectively, the "Borrowers"), and (b) Wells Fargo Bank, National Association (as successor by merger to Wells Fargo Retail Finance, LLC), as collateral agent (in such capacity, the "Collateral Agent") for the ratable benefit of the Secured Parties, in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of September 28, 2010 (as amended, modified, supplemented or restated and in effect from time to time, the "Loan Agreement") with, among others, (i) the Borrowers, (ii) the Facility Guarantors named therein, (iii) the Revolving Credit Lenders named therein, and (iv) Wells Fargo Bank, National Association (as successor by merger to Wells Fargo Retail Finance, LLC), as Administrative Agent and Collateral Agent for the Secured Parties named therein and as SwingLine Lender; and

WHEREAS, reference is also made to that certain Intellectual Property Security Agreement, dated as of September 28, 2010 (as amended, modified, supplemented or restated and in effect from time to time, the "IP Security Agreement"), by and among the Borrowers and the Collateral Agent, pursuant to which, among other things, the Borrowers granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in and to the IP Collateral (as defined therein); and

WHEREAS, the Borrowers have advised the Collateral Agent that certain of the Borrowers have acquired additional IP Collateral;

WHEREAS, the Borrowers and the Collateral Agent now wish to amend, modify and supplement the IP Security Agreement, as more particularly set forth in this Second Amendment.

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

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Security Agreement or the Loan Agreement (as applicable).
2. Amendments to IP Security Agreement.
  - (a) Section 4 of the IP Security Agreement is hereby amended by deleting the phrase "as of the date hereof" in each instance where it appears in such Section and replacing such phrase with "as of the Fourth Amendment Effective Date".

- (b) The provisions of the IP Security Agreement are hereby amended by supplementing **EXHIBIT A** thereto by adding to such **EXHIBIT A** the **EXHIBIT A-1** annexed hereto, and the IP Collateral described in Section 2(a) of the IP Security Agreement shall be deemed to include the Copyrights and Copyright Licenses described on such **EXHIBIT A-1** (collectively, the "New Copyrights"). For purposes of clarity, such **EXHIBIT A-1** shall be deemed to supplement, rather than replace, **EXHIBIT A** annexed to the IP Security Agreement.
- (c) The provisions of the IP Security Agreement are hereby amended by supplementing **EXHIBIT B** thereto by adding to such **EXHIBIT B** the **EXHIBIT B-1** annexed hereto, and the IP Collateral described in Section 2(b) of the IP Security Agreement shall be deemed to include the Patents and Patent Licenses described on such **EXHIBIT B-1** (collectively, the "New Patents"). For purposes of clarity, such **EXHIBIT B-1** shall be deemed to supplement, rather than replace, **EXHIBIT B** annexed to the IP Security Agreement.
- (d) The provisions of the IP Security Agreement are hereby amended by supplementing **EXHIBIT C** thereto by adding to such **EXHIBIT C** the **EXHIBIT C-1** annexed hereto, and the IP Collateral described in Section 2(c) of the IP Security Agreement shall be deemed to include the Trademarks and Trademark Licenses described on such **EXHIBIT C-1** (collectively, the "New Trademarks", and together with the New Copyrights and the New Patents, collectively, the "New IP"). For purposes of clarity, such **EXHIBIT C-1** shall be deemed to supplement, rather than replace, **EXHIBIT C** annexed to the IP Security Agreement.
3. Ratification of Security Interest. In furtherance and as confirmation of the security interest granted by such Borrower to the Collateral Agent (for the ratable benefit of the Secured Parties) under the Loan Agreement, and as further security for the payment or performance, as the case may be, in full of the Liabilities, each Borrower hereby grants to the Collateral Agent (for the ratable benefit of the Secured Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default), in all of the present and future right, title and interest of such Borrower in and to the New IP, together with all of such Borrower's assets of the type described in clauses (d), (e), (f), (g) and (h) of Section 2 of the IP Security Agreement relating to the New IP, as well as all products, proceeds, substitutions, and accessions of or to the foregoing (collectively, the "New IP Collateral").
4. Effect on IP Security Agreement. Except as specifically provided herein, all of the terms and conditions of the IP Security Agreement shall remain in full force and effect. Each Borrower hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, each Borrower hereby acknowledges, confirms and agrees that all IP Collateral (including the New IP Collateral) shall continue to secure the Liabilities.
5. Miscellaneous.

- (a) This Second Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. An executed facsimile or electronic copy of this Second Amendment shall be effective for all purposes as an original hereof.
- (b) The IP Security Agreement, as amended by this Second Amendment expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.
- (c) Any determination that any provision of this Second Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Second Amendment.
- (d) This Second Amendment and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the law of the State of New York.

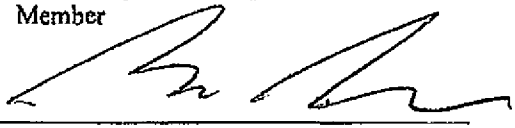
[signature pages follow]

IN WITNESS WHEREOF, the Borrowers and the Collateral Agent have caused this Second Amendment to be executed by their duly authorized officers as of the date first above written.

**BORROWERS:**

**SPENCER GIFTS LLC**

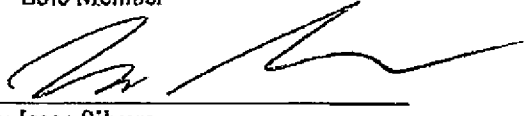
By: Spencer Spirit Holdings, Inc., its Sole Member

By:   
Name: Isaac Silvera  
Title: Chief Operating Officer and Chief Financial Officer

**SPIRIT HALLOWEEN SUPERSTORES LLC**

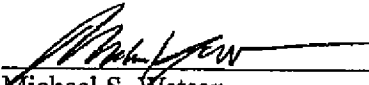
By: Spencer Gifts LLC, its Sole Member

By: Spencer Spirit Holdings, Inc., its Sole Member

By:   
Name: Isaac Silvera  
Title: Chief Operating Officer and Chief Financial Officer

COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION (as successor by merger to Wells  
Fargo Retail Finance, LLC)

By:   
Name: Michael S. Watson  
Title: Director

**SCHEDULE I**

Borrowers

Spencer Gifts LLC, a Delaware limited liability company

Spirit Halloween Superstores LLC, a Delaware limited liability company

Schedule I to Intellectual Property Security Agreement



**EXHIBIT A-1**

**Supplemental List of Copyrights and Copyright Licenses**

**Copyright Registrations and Applications**

None.

**Copyright Licenses**

None.

**EXHIBIT B-1**

**Supplemental List of Patents and Patent Licenses**

**Patents and Patent Applications**

None.

**Patent Licenses**

None.

**EXHIBIT C-1**

**Supplemental List of Trademarks and Trademark Licenses**

**Trademark Registrations and Applications**

| <b>Borrower</b>   | <b>Trademark</b>        | <b>Country</b> | <b>Serial No.</b> | <b>Reg. No.</b> | <b>Application/Reg. Date</b> |
|-------------------|-------------------------|----------------|-------------------|-----------------|------------------------------|
| Spencer Gifts LLC | SPENCER'S OUTLET        | United States  | 86/110,813        | n/a             | November 3, 2013             |
| Spencer Gifts LLC | WATER SHOW SPEAKERS     | United States  | 86/330,050        | 4757790         | June 16, 2015                |
| Spencer Gifts LLC | SO MUCH FUN IT'S SCARY! | United States  | 86/394,569        | 4692612         | February 24, 2015            |
| Spencer Gifts LLC | TURNUP                  | United States  | 86/261,446        | 4673123         | January 13, 2015             |
| Spencer Gifts LLC | AROuz'D                 | United States  | 85/948,969        | 4733893         | May 12, 2015                 |
| Spencer Gifts LLC | PASSION WAND            | United States  | 86/351,957        | n/a             | July 30, 2014                |
| Spencer Gifts LLC | BUGLE STROBE            | United States  | 85/837,209        | 4589510         | August 19, 2014              |
| Spencer Gifts LLC | BLACK FOG               | United States  | 86/521,625        | n/a             | February 2, 2015             |
| Spencer Gifts LLC | BODY RAGE ORGANICS      | United States  | 86/244,150        | 4676683         | January 20, 2015             |
| Spencer Gifts LLC | LAWN SCARES             | United States  | 85/828,135        | 4589489         | August 19, 2014              |
| Spencer Gifts LLC | BODY RAGE               | United States  | 85/693,429        | 4444795         | December 3, 2013             |
| Spencer Gifts LLC | PLEASURE BOUND          | United States  | 85/739,703        | 4573005         | July 22, 2014                |
| Spencer Gifts LLC | YOU'RE THE PROP!        | United States  | 85/770,088        | n/a             | November 2, 2012             |
| Spencer Gifts LLC | SMART ASS CLASSIC       | United States  | 85/887,449        | 4509377         | April 8, 2014                |

**Trademark License**

None.

## Internet Domain Names

boobiesmakemesmile.xxx  
boobiesmakemesmilefoundation.xxx  
halloweenheadquarters.xxx  
spencergiftoutlet.com  
spencergiftoutlet.net  
spencergiftoutlet.org  
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spiritofchildren.xxx

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