

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346310

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spencer Gifts LLC		06/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1525 West W.T. Harris Blvd., MAC D1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4757790	WATER SHOW SPEAKERS	
Registration Number:	4692612	SO MUCH FUN IT'S SCARY!	
Serial Number:	86521625	BLACK FOG	
Serial Number:	86351957	PASSION WAND	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	06/30/2015		
Total Attachments: 8			
source=50 Supplement to First Lien IPSA (Executed)#page1.tif			
source=50 Supplement to First Lien IPSA (Executed)#page2.tif			

OP \$115.00 4757790

source=50 Supplement to First Lien IP SA (Executed)#page3.tif
source=50 Supplement to First Lien IP SA (Executed)#page4.tif
source=50 Supplement to First Lien IP SA (Executed)#page5.tif
source=50 Supplement to First Lien IP SA (Executed)#page6.tif
source=50 Supplement to First Lien IP SA (Executed)#page7.tif
source=50 Supplement to First Lien IP SA (Executed)#page8.tif

EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

SUPPLEMENT NO. 1 (this "Supplement") dated as of June 29, 2015, to the Intellectual Property Security Agreement (as such may be amended, modified, supplemented or restated hereafter, the "Intellectual Property Security Agreement") dated as of July 16, 2014 among each of the grantors listed on Schedule I thereto (the "Grantors"), and Wells Fargo Bank, National Association, a national association, as administrative agent (in such capacity, together with its successors and assigns, the "Administrative Agent") for the benefit of the Secured Parties.

A. Reference is made to the Security Agreement dated as of July 16, 2014 (as such may be amended, modified, supplemented or restated hereafter, the "Collateral Agreement") with, among others, Spencer Spirit Holdings Inc., a Delaware corporation, Spencer Gifts LLC, a Delaware limited liability company ("Spencer Gifts"), and Spirit Halloween Superstores LLC, a Delaware limited liability company (together with Spencer Gifts, the "Borrowers"), the Guarantors named therein and the Administrative Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Intellectual Property Security Agreement.

C. Section 5(b) of the Intellectual Property Security Agreement provides that the Grantors shall pledge to the Administrative Agent for the benefit of the Secured Parties, any additional federally registered or applied for Copyrights, Patents and Trademarks referred to in a noticed delivered pursuant to Section 4(h) thereof by execution and delivery of an instrument in the form of this Supplement. The undersigned Grantor (the "Subject Grantor") is executing this Supplement in accordance with the requirements of the Intellectual Property Security Agreement.

Accordingly, the Subject Grantor covenants as follows:

SECTION 1. In accordance with Section 5(b) of the Intellectual Property Security Agreement, the Subject Grantor by its signature below hereby represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof (except to the extent such representation and warranty is made as of an earlier date). In furtherance of the foregoing, the Subject Grantor, as security for the payment and performance in full of the Secured Obligations does hereby create and grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the Subject Grantor's right, title and interest in and to the IP Collateral listed on Schedule I hereto (the "Subject IP Collateral").

SECTION 2. The Subject Grantor represents and warrants to the Administrative Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, conservatorship, assignment for the benefit of creditors, moratorium, receivership, reorganization or similar debtor relief laws and by general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Administrative Agent shall have received a counterpart of this Supplement that bears the signature of the Subject Grantor. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The grant of the security interest in the Subject IP Collateral by the Subject Grantor under this Supplement secures the payment or performance, as the case may be, in full of the Secured Obligations. Without limiting the generality of the foregoing, this Supplement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Subject Grantor to any Secured Party under the Credit Agreement and the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 5. Grants, Rights and Remedies. This Supplement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. The Subject Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Subject IP Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 6. The Subject Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patent, the Commissioner for Trademarks or any other applicable government officer record this Supplement with respect to the Subject IP Collateral, as applicable.

SECTION 7. Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

SECTION 8. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 9. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 10. All communications and notices hereunder shall be in writing and given as provided in Section 10.1 of the Credit Agreement.

SECTION 11. Reimbursement of the Administrative Agent's expenses under this Supplement shall be governed by the applicable sections of the Intellectual Property Security Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Subject Grantor has duly executed this Supplement to the Intellectual Property Security Agreement as of the day and year first above written.

SPENCER GIFTS LLC

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

By: 

Name: Isaac Silvera

Title: Chief Operating Officer and Chief Financial Officer

[Signature Page to Supplement No. 1 to First Lien IPSA]

TRADEMARK
REEL: 005565 FRAME: 0347

SCHEDULE I
TO SUPPLEMENT NO. 1 TO THE
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property

Trademark Registrations and Applications

Trademark	Country	Serial No.	Registration No.	Registration Date
BLACK FOG	US	86521625		
WATER SHOW SPEAKERS	US	86330050	4757790	06/16/2015
SO MUCH FUN IT'S SCARY!	US	86394569	4692612	02/24/2015
PASSION WAND	US	86351957		

Domain Name
boobiesmakemesmile.xxx
boobiesmakemesmilefoundation.xxx
halloweenheadquarters.xxx
spencergiftoutlet.com
spencergiftoutlet.net
spencergiftoutlet.org
spencer-gifts.com
spencergifts.de
spencer-gifts.net
spencer-gifts.us
spencergiftsoutlet.com
spencergiftsoutlet.net

spencergiftsoutlet.org
spenceroutlet.com
spenceroutlet.net
spenceroutlet.org
spencers.xxx
spencersgiftoutlet.com
spencersgiftoutlet.net
spencersgiftoutlet.org
spencersgifts.org
spencersgiftsoutlet.com
spencersgiftsoutlet.net
spencersgiftsoutlet.org
spencersoutlet.com
spencersoutlet.net
spencersoutlet.org
spirit.xxx
spiritchristmas.net
spirit-costumes.com
spirit-costumes.net
spiritforschools.xxx
spiritfrightsquad.ca
spiritgallery.xxx
spirit-halloween.com
spirithalloween.xxx

spirithalloweengallery.com
spirithalloweengallery.net
spirithalloweengallery.org
spirithalloweengallery.xxx
spirithalloweensuperstores.com
spirithalloweensuperstores.net
spirithalloweensuperstores.org
spirithalloweensuperstores.xxx
spirit-holiday.com
spirit-holiday.net
spiritofchildren.com
spiritofchildren.xxx
toyzam.xxx
worldshalloweenheadquarters.xxx