

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346617

| | | | |
|-----------------------------------|---|-------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Second 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: 80 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4757790 | WATER SHOW SPEAKERS | |
| Registration Number: | 4692612 | SO MUCH FUN IT'S SCARY! | |
| Registration Number: | 4676683 | BODY RAGE ORGANICS | |
| Registration Number: | 4673123 | TURNUP | |
| Registration Number: | 4733893 | AROUZ'D | |
| Registration Number: | 4589510 | BUGLE STROBE | |
| Registration Number: | 4589489 | LAWN SCARES | |
| Registration Number: | 4509377 | SMART ASS CLASSIC | |
| Registration Number: | 4573005 | PLEASURE BOUND | |
| Registration Number: | 4444795 | BODY RAGE | |
| Registration Number: | 4333116 | POWER WAND | |
| Registration Number: | 4336248 | LASER WAVE | |
| Registration Number: | 4280816 | SPIRIT NYC | |
| Registration Number: | 4369510 | SUPER SKINS | |
| Registration Number: | 4185515 | SPIRIT | |
| Registration Number: | 4147950 | PIERCED NATION | |
| Registration Number: | 4234943 | SECRET SENSATIONS | |
| Registration Number: | 4181800 | SPENCER'S | |
| Registration Number: | 4064781 | PLEASURE BOUND | |
| TRADEMARK | | | |

OP \$2015.00 4757790

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------------------|
| Registration Number: | 4284595 | SPENCER'S |
| Registration Number: | 4015765 | BOOBIES MAKE ME SMILE |
| Registration Number: | 4018793 | BLACK LABEL |
| Registration Number: | 3993906 | HOTT LOVE EXTREME |
| Registration Number: | 4122689 | HOTT LOVE EXTREME |
| Registration Number: | 3989357 | SWEET RUBS |
| Registration Number: | 4076106 | SWEET LICKS |
| Registration Number: | 3949325 | BODY RAGE |
| Registration Number: | 3982638 | JET LASER |
| Registration Number: | 4060907 | SPIRIT FOR SCHOOLS |
| Registration Number: | 3861127 | SPIRIT FOR SCHOOLS |
| Registration Number: | 3378579 | ORIGINAL PRANKSTERS |
| Registration Number: | 3691480 | SEX-OLOGY |
| Registration Number: | 3778914 | BOOBIES MAKE ME SMILE FOUNDATION |
| Registration Number: | 3750661 | BODYRAGE |
| Registration Number: | 3714331 | STROBE PLUS |
| Registration Number: | 3692073 | BODY RAGE |
| Registration Number: | 3681402 | BOOBIES MAKE ME SMILE |
| Registration Number: | 3903014 | ZOMBIE BABIES |
| Registration Number: | 3818070 | SPIRIT OF CHILDREN |
| Registration Number: | 3817235 | PIN THE JUNK ON THE HUNK |
| Registration Number: | 3767437 | "IT'S OKAY TO PLAY!" |
| Registration Number: | 3767436 | IT'S OKAY TO PLAY! |
| Registration Number: | 3767409 | FRIGHT SQUAD |
| Registration Number: | 3797408 | TOYZAM! |
| Registration Number: | 3800941 | TOYZAM! |
| Registration Number: | 3865286 | |
| Registration Number: | 3615959 | HOTT LOVE |
| Registration Number: | 3674332 | BULLET BEAUTY |
| Registration Number: | 3703169 | FINGER PASSION |
| Registration Number: | 3624564 | SEXY BITCH |
| Registration Number: | 3652447 | SEXY BITCH |
| Registration Number: | 3652413 | SPIRIT GALLERY |
| Registration Number: | 3655716 | SPIRIT GALLERY |
| Registration Number: | 3731979 | SEX-OLOGY |
| Registration Number: | 3729152 | SPIRIT HALLOWEEN GALLERY |
| Registration Number: | 3632667 | SEXY BITCH |
| Registration Number: | 3560069 | SMART ASS CLASSIC |

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------------|
| Registration Number: | 3525569 | EXTREME PASSION |
| Registration Number: | 3517991 | HOTT LOVE |
| Registration Number: | 3599741 | PETITE PASSION |
| Registration Number: | 3405103 | SPENCER'S |
| Registration Number: | 3405068 | SPIRIT HALLOWEEN |
| Registration Number: | 3002385 | SPENCER'S |
| Registration Number: | 3121185 | SPENCER'S |
| Registration Number: | 2776366 | WORLD'S HALLOWEEN HEADQUARTERS |
| Registration Number: | 2600486 | BODY RAGE |
| Registration Number: | 2716217 | BODY RAGE |
| Registration Number: | 2341576 | SPIRIT |
| Registration Number: | 2353856 | SPIRIT HALLOWEEN SUPERSTORES |
| Registration Number: | 2341574 | SPIRIT |
| Registration Number: | 2547947 | HALLOWEEN HEADQUARTERS |
| Registration Number: | 2227195 | LUMASERIES |
| Registration Number: | 2081567 | FORBIDDEN PLEASURES |
| Registration Number: | 2000248 | HOLLYWOOD ILLUSIONS |
| Registration Number: | 1689438 | DAPY |
| Registration Number: | 857651 | SPENCER GIFTS |
| Serial Number: | 86110813 | SPENCER'S OUTLET |
| Serial Number: | 86521625 | BLACK FOG |
| Serial Number: | 86351957 | PASSION WAND |
| Serial Number: | 85770088 | YOU'RE THE PROP! |

CORRESPONDENCE DATA

Fax Number:

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.

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: | 07/01/2015 |

Total Attachments: 29

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) dated as of June 29, 2015 by and among (a) each of the Persons listed on Schedule I hereto (each such Person, individually, a “**Grantor**” and, collectively, the “**Grantors**”), and (b) 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 ratable benefit of the Secured Parties, in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

Reference is made to the Second Lien Security Agreement dated as of June 29, 2015 (as such may be amended, modified, supplemented or restated hereafter, the “**Second Lien Collateral Agreement**”) with, among others, (i) Spencer Spirit Holdings Inc., a Delaware corporation (“**Holdings**”), 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**”), (ii) the Guarantors named therein and (iii) the Administrative Agent. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Second Lien Collateral Agreement or the Second Lien Credit Agreement, as applicable.

Holdings and the Borrowers have entered into a certain Second Lien Credit Agreement dated as of 29, 2015 2015 (as amended, modified, supplemented or restated and in effect from time to time, the “**Second Lien Credit Agreement**”) with (i) the Guarantors named therein and (ii) the Administrative Agent, which provides for, among other things, the extension of a second lien term loan facility in an aggregate principal amount of \$135,000,000.

The Grantors wish to grant security interests in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, as herein provided.

Accordingly, the Grantors and the Administrative Agent, on behalf of itself and each other Secured Party (and each of their respective successors or assigns), hereby agree as follows:

1. **DEFINITIONS:** As used herein, the following terms shall have the following meanings:

“Copyrights” shall mean all copyrights and like protections in each work of authorship or derivative work thereof of the Grantors, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyrights listed on **EXHIBIT A** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Intellectual Property” shall have the meaning assigned to such term in Section 3 hereof.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

“Patents” shall mean all letters patent and applications for letters patent of the Grantor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the patents listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

“USPTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of the Grantors, whether registered or unregistered, including, without limitation, the trademarks listed on **EXHIBIT C** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

2. **GRANT OF SECURITY INTEREST:** In furtherance and as confirmation of the security interest granted by the Grantors to the Administrative Agent (for the ratable benefit of the Secured Parties) under the Second Lien Collateral Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby ratifies such security interest and grants to the Administrative 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 the Grantors in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses.
- (b) All Patents and Patent Licenses.
- (c) All Trademarks and Trademark Licenses.
- (d) All renewals and proceeds of any of the foregoing.
- (e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantors and their business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).

(f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(h) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

3. **PROTECTION OF INTELLECTUAL PROPERTY BY GRANTORS:** Except as set forth below in this Section 3, the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), 2(b), 2(c) and 2(d) (collectively, the "Intellectual Property"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) At the Grantors' sole cost, expense, and risk, pursue the reasonably prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, no Grantor shall have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product that has been discontinued, abandoned or terminated or (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

4. **GRANTORS' REPRESENTATIONS AND WARRANTIES:** The Grantors represent and warrant that:

(a) **EXHIBIT A** is a true, correct and complete list of all registered Copyrights and Copyright Licenses (other than Immaterial Copyrights) owned by the Grantors as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all Patents and Patent Licenses owned by the Grantors as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all Trademarks and Trademark Licenses owned by the Grantors as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which any Grantor is the licensor or franchisor as of the date hereof.

(e) All IP Collateral is, and shall remain, free and clear of all liens, Liens, or security interests in favor of any Person, other than Permitted Liens and liens in favor of the Administrative Agent.

(f) The Immaterial Copyrights are not necessary for the conduct of the business of the Grantors as currently conducted and relate solely to a line of business of the Grantors that has been discontinued, abandoned or terminated.

(g) The Grantors own, or are licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by any Grantor of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor does any Grantor know of any valid basis for any such claim, except for any such claim that could not reasonably be expected to have a Material Adverse Effect. The Grantors consider that the use by the Grantors of the Intellectual Property does not infringe the rights of any Person in any respect that could reasonably be expected to have a Material Adverse Effect. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of, or any Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(h) The Grantors shall give the Administrative Agent written notice (with reasonable detail) no later than the date on which the Issuers are required to deliver annual financial statements pursuant to Section 6.1(a) of the Second Lien Credit Agreement of the occurrence of any of the following:

(i) The Grantors' filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than the Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business).

(ii) The Grantors' entering into any new material Licenses, whether as licensor or licensee (other than the Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business).

(iii) The Grantors' obtaining knowledge that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the USPTO, the Copyright Office or any court or tribunal) regarding the Grantors' ownership of, or the validity of, any material Intellectual Property or the Grantors' right to register the same or to own and maintain the same, in each case, which could reasonably be expected to have a Material Adverse Effect.

5. **AGREEMENT APPLIES TO FUTURE INTELLECTUAL PROPERTY:**

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii) and (iii) of Section 4(h), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) With respect to any federally registered or applied for Copyrights, Patents or Trademarks (other than any Immaterial Copyright, subject, however, to Section 5(c) below) described in a notice delivered to the Administrative Agent pursuant to subsection (i) of Section 4(h) above, the Grantors shall no later than the date on which the Issuers are required to deliver annual financial statements pursuant to Section 6.1(a) of the Second Lien Credit Agreement, execute and deliver to the Administrative Agent, and have recorded with the USPTO or Copyright Office, as applicable, a supplement to this Agreement substantially in the form of **EXHIBIT D** attached hereto, to perfect the Administrative Agent's security interest in such Copyrights, Patents or Trademarks. The Grantors hereby appoint the Administrative Agent as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; provided, however, the Administrative Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby. The Administrative Agent shall not be responsible for making or monitoring any filing in any public office or otherwise perfecting or maintaining the perfection of any security interest in the IP Collateral.

(c) No Grantor will permit any security interest in the Immaterial Copyrights to be registered with the Copyright Office to secure the obligations under the ABL Credit Agreement or First Lien Credit Agreement unless such Grantor also offers to register, and, at the option of the Administrative Agent, registers a security interest on the Immaterial Copyrights to secure the Secured Obligations concurrently with the registration of a security interest thereon in favor of the ABL Agent or First Lien Agent, as applicable, in accordance with the priorities set forth in the ABL Intercreditor Agreement and the First Lien/Second Lien Intercreditor Agreement.

6. **GRANTORS' RIGHTS TO ENFORCE INTELLECTUAL PROPERTY:** Prior to the Administrative Agent's giving of notice to the Grantors following the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties; provided, however:

(a) The Grantors shall provide the Administrative Agent with written notice of any such suit for enforcement of any Intellectual Property.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Following the occurrence and during the continuance of any Event of Default, the Administrative Agent, by notice to the Grantors, may terminate or limit the Grantors' rights under this Section 6.

7. **ADMINISTRATIVE AGENT'S ACTIONS TO PROTECT INTELLECTUAL PROPERTY:** In the event of:

(a) the Grantors' failure, within five (5) days of written notice from the Administrative Agent, to cure any failure by the Grantors to observe or perform any of the Grantors' covenants, agreements or other obligations hereunder; and/or

- (b) the occurrence and continuance of any other Event of Default,

the Administrative Agent, acting in its own name or in that of the Grantors, may (but shall not be required to) act in the Grantors' place and stead and/or in the Administrative Agent's own right in connection therewith.

8. **RIGHTS UPON DEFAULT:** Upon the occurrence of any Event of Default, the Administrative Agent may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which, in connection with the exercise of any such rights and remedies, the Administrative Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. The Administrative Agent shall give the Grantors at least ten (10) days' prior written notice of any such intended disposition of the Intellectual Property.

9. **ADMINISTRATIVE AGENT AS ATTORNEY IN FACT:**

(a) The Grantors hereby irrevocably appoint and designate the Administrative Agent as and for the Grantors' attorney in fact, effective following the occurrence and during the continuance of any Event of Default:

(i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any new or additional Intellectual Property of the Grantors.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Administrative Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated in accordance with the terms hereof.

(c) The Administrative Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Administrative Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Administrative Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith. Upon the Grantors' reasonable request, the Administrative Agent shall provide the Grantors with an accounting in connection with amounts received by the Administrative Agent.

(d) The Administrative Agent shall not be responsible for the existence, genuineness or value of any of the IP Collateral or for the validity, perfection, priority or enforceability of the Liens in any of the IP Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes gross negligence, bad faith or willful misconduct on the part of the Administrative Agent, for the validity or sufficiency of the IP Collateral or any agreement or assignment contained therein, for the validity of the title to the IP Collateral, for insuring the IP Collateral or for the payment of taxes, charges, assessments or Liens upon the IP Collateral or subject to Section 10.16(m) of the Second Lien Collateral Agreement, otherwise as to the

maintenance of the IP Collateral. The Administrative Agent shall have no duty to ascertain or inquire as to or monitor the performance or observance of any of the terms of this Agreement or the Security Documents or Loan Documents by any other Person.

10. ADMINISTRATIVE AGENT'S RIGHTS:

(a) Any use by the Administrative Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Administrative Agent's rights and remedies under this Agreement and under the Second Lien Collateral Agreement shall be coextensive with the Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this Agreement, the Second Lien Collateral Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Administrative Agent any rights in and to the Intellectual Property, which rights are effective only following the occurrence of any Event of Default.

11. INTENT: This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Administrative Agent in the IP Collateral with the USPTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the ratable benefit of the Secured Parties, under the Second Lien Collateral Agreement. All provisions of the Second Lien Collateral Agreement including, without limitation, Section 10.17 are incorporated herein by reference and shall apply to the IP Collateral. The Administrative Agent shall have the same rights, remedies, powers, privileges, protections, immunities and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Second Lien Collateral Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Second Lien Collateral Agreement with respect to all other Collateral and with respect to the duties, responsibilities, privileges, protections and immunities of the Administrative Agent.

12. TERMINATION: The security interest created and granted herein shall, except as otherwise expressly provided in the Second Lien Credit Agreement, the Loan Documents, the ABL Intercreditor Agreement or the First Lien/Second Lien Intercreditor Agreement, continue in full force and effect until all Secured Obligations have been paid and/or satisfied in full.

13. CHOICE OF LAWS: It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the State of New York.

14. ABL INTERCREDITOR AGREEMENT: Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Agreement, the terms of the ABL Intercreditor Agreement shall govern and control, and no right, power, or remedy granted to the Administrative Agent hereunder or under any other Loans Document shall be exercised by the Administrative Agent, and no direction shall be given by the Administrative Agent in contravention of the ABL Intercreditor Agreement.

15. FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT: Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Administrative Agent for the benefit of the Secured Parties pursuant to this Agreement and (ii) the exercise of any right or remedy

by the Administrative Agent hereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Common Collateral are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

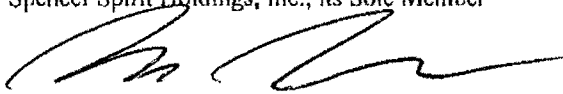
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantors and the Administrative Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

GRANTORS:

SPENCER GIFTS LLC


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

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

ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Beth Rue
Name: Beth Rue
Title: Director

SCHEDULE I

Grantors

Spencer Gifts LLC, a Delaware limited liability company

Spirit Halloween Superstores LLC, a Delaware limited liability company

EXHIBIT A

List of Copyrights and Copyright Licenses

Copyright Registrations and Applications

| | Claimant | Title | Registration No. | Registration Date |
|----|--------------------|------------------|------------------|-------------------|
| 1. | Spencer Gifts, LLC | Screaming figure | VA0001273648 | 06/18/2004 |
| 2. | Spencer Gifts | Polar bear | VA0000051412 | 02/14/1980 |
| 3. | Spencer Gifts | Baseball dog | VA0000051413 | 02/14/1980 |

Copyright Licenses

None.

EXHIBIT B

List of Patents and Patent Licenses

Patents and Patent Applications

| | Assignee | Patent Title | Serial No. | Patent No. |
|-----|-------------------|-----------------------------------|-------------------|-------------------|
| 1. | Spencer Gifts LLC | NOVELTY LAMP | 08713916 | 5778576 |
| 2. | Spencer Gifts LLC | Lamp | 29109847 | D426667 |
| 3. | Spencer Gifts LLC | Lamp | 29118874 | D438666 |
| 4. | Spencer Gifts LLC | Lamp | 29128280 | D443384 |
| 5. | Spencer Gifts LLC | Drink holder | 29118395 | D448527 |
| 6. | Spencer Gifts LLC | Lamp | 29133847 | D450151 |
| 7. | Spencer Gifts LLC | Disco tower | 29162879 | D475156 |
| 8. | Spencer Gifts LLC | Lamp | 29186769 | D496125 |
| 9. | Spencer Gifts LLC | Lamp | 29212532 | D509316 |
| 10. | Spencer Gifts LLC | Artificial novelty head | 29216394 | D564399 |
| 11. | Spencer Gifts LLC | Artificial partial novelty corpse | 29216395 | D568206 |
| 12. | Spencer Gifts LLC | Artificial novelty head | 29275856 | D580298 |
| 13. | Spencer Gifts LLC | NEON ILLUMINATION SYSTEM | 08233492 | 5483124 |
| 14. | Spencer Gifts LLC | LUMINESCENT STAR | 29063961 | D390807 |

Patent Licenses

None.

EXHIBIT C

List of Trademarks and Trademark Licenses

Trademark Registrations and Applications

| | Owner | Trademark | Serial No. | Reg. No. |
|-----|--------------------|-------------------------|-------------------|-----------------|
| 1. | Spencer Gifts, LLC | SPENCER'S OUTLET | 86110813 | Pending ITU |
| 2. | Spencer Gifts, LLC | BLACK FOG | 86521625 | Pending ITU |
| 3. | Spencer Gifts, LLC | WATER SHOW SPEAKERS | 86330050 | 4757790 |
| 4. | Spencer Gifts, LLC | SO MUCH FUN IT'S SCARY! | 86394569 | 4692612 |
| 5. | Spencer Gifts, LLC | BODY RAGE ORGANICS | 86244150 | 4676683 |
| 6. | Spencer Gifts, LLC | TURNUP | 86261446 | 4673123 |
| 7. | Spencer Gifts, LLC | PASSION WAND | 86351957 | Pending ITU |
| 8. | Spencer Gifts, LLC | YOU'RE THE PROP! | 85770088 | Pending ITU |
| 9. | Spencer Gifts, LLC | AROUZ'D | 85948969 | 4733893 |
| 10. | Spencer Gifts, LLC | BUGLE STROBE | 85837209 | 4589510 |
| 11. | Spencer Gifts, LLC | LAWN SCARES | 85828135 | 4589489 |
| 12. | Spencer Gifts, LLC | SMART ASS CLASSIC | 85887449 | 4509377 |
| 13. | Spencer Gifts, LLC | PLEASURE BOUND | 85739703 | 4573005 |
| 14. | Spencer Gifts, LLC | BODY RAGE | 85693429 | 4444795 |
| 15. | Spencer Gifts, LLC | POWER WAND | 85693426 | 4333116 |
| 16. | Spencer Gifts, LLC | LASER WAVE | 85648245 | 4336248 |
| 17. | Spencer Gifts, LLC | SPIRIT NYC | 85601332 | 4280816 |
| 18. | Spencer Gifts, LLC | SUPER SKINS | 85549090 | 4369510 |
| 19. | Spencer Gifts, LLC | SPIRIT | 85462479 | 4185515 |
| 20. | Spencer Gifts, LLC | PIERCED NATION | 85413673 | 4147950 |
| 21. | Spencer Gifts, LLC | SECRET SENSATIONS | 85380003 | 4234943 |
| 22. | Spencer Gifts, LLC | SPENCER'S | 85304804 | 4181800 |
| 23. | Spencer Gifts, LLC | PLEASURE BOUND | 85249357 | 4064781 |
| 24. | Spencer Gifts, LLC | SPENCER'S | 85236708 | 4284595 |

| | Owner | Trademark | Serial No. | Reg. No. |
|-----|--------------------|-------------------------------------|-------------------|-----------------|
| 25. | Spencer Gifts, LLC | BOOBIES MAKE ME SMILE | 85228816 | 4015765 |
| 26. | Spencer Gifts, LLC | BLACK LABEL | 85219755 | 4018793 |
| 27. | Spencer Gifts, LLC | HOTT LOVE EXTREME | 85201761 | 3993906 |
| 28. | Spencer Gifts, LLC | HOTT LOVE EXTREME | 85198688 | 4122689 |
| 29. | Spencer Gifts, LLC | SWEET RUBS | 85172122 | 3989357 |
| 30. | Spencer Gifts, LLC | SWEET LICKS | 85172119 | 4076106 |
| 31. | Spencer Gifts, LLC | BODY RAGE | 85067762 | 3949325 |
| 32. | Spencer Gifts, LLC | JET LASER | 85066029 | 3982638 |
| 33. | Spencer Gifts, LLC | SPIRIT FOR SCHOOLS | 85041628 | 4060907 |
| 34. | Spencer Gifts, LLC | SPIRIT FOR SCHOOLS | 85041202 | 3861127 |
| 35. | Spencer Gifts, LLC | ORIGINAL PRANKSTERS | 78811045 | 3378579 |
| 36. | Spencer Gifts, LLC | SEX-ODOGY | 77577758 | 3691480 |
| 37. | Spencer Gifts, LLC | BOOBIES MAKE ME SMILE FOUNDATION | 77546101 | 3778914 |
| 38. | Spencer Gifts, LLC | BODYRAGE | 77692898 | 3750661 |
| 39. | Spencer Gifts, LLC | STROBE PLUS | 77629734 | 3714331 |
| 40. | Spencer Gifts, LLC | BODY RAGE | 77692996 | 3692073 |
| 41. | Spencer Gifts, LLC | BOOBIES MAKE ME SMILE | 77623774 | 3681402 |
| 42. | Spencer Gifts, LLC | ZOMBIE BABIES | 77950884 | 3903014 |
| 43. | Spencer Gifts, LLC | SPIRIT OF CHILDREN | 77885292 | 3818070 |
| 44. | Spencer Gifts, LLC | PIN THE JUNK ON THE HUNK | 77871384 | 3817235 |
| 45. | Spencer Gifts, LLC | "IT'S OKAY TO PLAY!" | 77841617 | 3767437 |
| 46. | Spencer Gifts, LLC | IT'S OKAY TO PLAY! | 77841566 | 3767436 |
| 47. | Spencer Gifts, LLC | FRIGHT SQUAD | 77826455 | 3767409 |
| 48. | Spencer Gifts, LLC | TOYZAM! | 7768912 | 3797408 |
| 49. | Spencer Gifts, LLC | TOYZAM! | 7757332 | 3800941 |
| 50. | Spencer Gifts, LLC | DESIGN ONLY | 77712261 | 3865286 |
| 51. | Spencer Gifts, LLC | HOTT LOVE | 77588069 | 3615959 |
| 52. | Spencer Gifts, LLC | BULLET BEAUTY | 77581092 | 3674332 |

| | Owner | Trademark | Serial No. | Reg. No. |
|-----|--------------------|-----------------------------------|-------------------|-----------------|
| 53. | Spencer Gifts, LLC | FINGER PASSION | 77576913 | 3703169 |
| 54. | Spencer Gifts, LLC | SEXY BITCH | 77552879 | 3624564 |
| 55. | Spencer Gifts, LLC | SEXY BITCH | 77518334 | 3652447 |
| 56. | Spencer Gifts, LLC | SPIRIT GALLERY | 77504438 | 3652413 |
| 57. | Spencer Gifts, LLC | SPIRIT GALLERY | 77503183 | 3655716 |
| 58. | Spencer Gifts, LLC | SEX-ODOGY | 77366628 | 3731979 |
| 59. | Spencer Gifts, LLC | SPIRIT HALLOWEEN GALLERY | 77413198 | 3729152 |
| 60. | Spencer Gifts, LLC | SEXY BITCH | 77425026 | 3632667 |
| 61. | Spencer Gifts, LLC | SMART ASS CLASSIC | 77426196 | 3560069 |
| 62. | Spencer Gifts, LLC | EXTREME PASSION | 77377375 | 3525569 |
| 63. | Spencer Gifts, LLC | HOTT LOVE | 77366648 | 3517991 |
| 64. | Spencer Gifts, LLC | PETITE PASSION | 77366638 | 3599741 |
| 65. | Spencer Gifts, LLC | SPENCER'S | 77243137 | 3405103 |
| 66. | Spencer Gifts, LLC | SPIRIT HALLOWEEN | 77242184 | 3405068 |
| 67. | Spencer Gifts, LLC | SPENCER'S | 76564494 | 3002385 |
| 68. | Spencer Gifts, LLC | SPENCER'S | 76564495 | 3121185 |
| 69. | Spencer Gifts, LLC | WORLD'S HALLOWEEN HEADQUARTERS | 76295365 | 2776366 |
| 70. | Spencer Gifts, LLC | BODY RAGE | 76167809 | 2600486 |
| 71. | Spencer Gifts, LLC | BODY RAGE | 76130831 | 2716217 |
| 72. | Spencer Gifts, LLC | SPIRIT | 75776555 | 2341576 |
| 73. | Spencer Gifts, LLC | SPIRIT HALLOWEEN SUPERSTORES | 75776245 | 2353856 |
| 74. | Spencer Gifts, LLC | SPIRIT | 75776163 | 2341574 |
| 75. | Spencer Gifts, LLC | HALLOWEEN HEADQUARTERS | 75773918 | 2547947 |
| 76. | Spencer Gifts, LLC | LUMASERIES | 75272499 | 2227195 |
| 77. | Spencer Gifts, LLC | FORBIDDEN PLEASURES | 75152264 | 2081567 |
| 78. | Spencer Gifts, LLC | HOLLYWOOD ILLUSIONS | 74522449 | 2000248 |
| 79. | Spencer Gifts, LLC | DAPY | 74157140 | 1689438 |
| 80. | Spencer Gifts, LLC | SPENCER GIFTS | 72276293 | 0857651 |

Trademark Licenses

None.

Internet Domain Names

| Domain Name |
|----------------------------------|
| aboutspencergifts.com |
| boobiesmakemesmile.xxx |
| boobiesmakemesmilefoundation.xxx |
| boomms.com |
| boomms.net |
| boomms.org |
| boycottspencergifts.com |
| boycottspencers.com |
| buyatpencers.com |
| changehalloween.com |
| changehalloween.net |
| changehalloween.org |
| evilowen.com |
| frightsqquad.ca |
| frightsqquad.net |
| frightsqquad.org |
| glowstore.com |
| halloweenheadquarter.com |
| halloweenheadquarters.ca |
| halloweenheadquarters.net |
| halloweenheadquarters.org |
| halloweenheadquarters.xxx |
| halloweenspencers.com |
| ihatespencergifts.com |
| ihatespencers.com |
| saturdayhalloween.com |
| saturdayhalloween.net |
| saturdayhalloween.org |
| sghalloween.com |
| sgsucks.com |
| sgvendors.com |
| shopatpencers.com |
| spencer-gifts.com |
| spencer-gifts.net |
| spencer-gifts.us |
| spencerafterdark.com |
| spencercollectibles.com |
| spencergift.com |

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| spencergiftcollectibles.com |
| spencergiftoutlet.com |
| spencergiftoutlet.net |
| spencergiftoutlet.org |
| spencergifts.co.uk |
| spencergifts.com |
| spencergifts.de |
| spencergifts.info |
| spencergifts.net |
| spencergifts.org |
| spencergifts.us |
| spencergiftsblows.com |
| spencergiftscollectibles.com |
| spencergiftshalloween.com |
| spencergiftsonline.ca |
| spencergiftsonline.com |
| spencergiftsonline.net |
| spencergiftsonline.org |
| spencergiftsoutlet.com |
| spencergiftsoutlet.net |
| spencergiftsoutlet.org |
| spencergiftssucks.com |
| spencergiftssux.com |
| spencergiftsunderground.com |
| spencerhalloween.com |
| spencerkidshalloween.com |
| spenceronline.com |
| spenceroutlet.com |
| spenceroutlet.net |
| spenceroutlet.org |
| spencers.xxx |
| spencersafterdark.com |
| spencersbites.com |
| spencerscollectiblesite.com |
| spencersgiftoutlet.com |
| spencersgiftoutlet.net |
| spencersgiftoutlet.org |
| spencersgifts.com |
| spencersgifts.org |
| spencersgiftsoutlet.com |
| spencersgiftsoutlet.net |

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| spencersgiftsoutlet.org |
| spencershalloween.com |
| spencershalloweencostumes.com |
| spencershalloweendecorations.com |
| spencershalloweenkidscostumes.com |
| spencerskidscostumes.com |
| spencerskidshalloween.com |
| spencerskidshalloweencostumes.com |
| spencersonline.ca |
| spencersonline.com |
| spencersonline.net |
| spencersonline.org |
| spencersoutlet.com |
| spencersoutlet.net |
| spencersoutlet.org |
| spencersstuff.com |
| spencerssucks.com |
| spencersunderground.com |
| spencieboy.com |
| spensors.com |
| spirit-christmas.com |
| spirit-christmas.net |
| spirit-costume.com |
| spirit-costume.net |
| spirit-costumes.com |
| spirit-costumes.net |
| spirit-halloween.com |
| spirit-holiday.com |
| spirit-holiday.net |
| spirit.xxx |
| spiritchristmas.net |
| spiritcostume.net |
| spiritcostumes.net |
| spiritforschools.com |
| spiritforschools.net |
| spiritforschools.org |
| spiritforschools.xxx |
| spiritfrightsquad.ca |
| spiritfrightsquad.com |
| spiritfrightsquad.net |
| spiritfrightsquad.org |

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| spiritgallery.xxx |
| spirithalloweekend.com |
| spirithalloweekend.net |
| spirithalloweekend.org |
| spirithalloween.co.uk |
| spirithalloween.com |
| spirithalloween.net |
| spirithalloween.org |
| spirithalloween.us |
| spirithalloween.xxx |
| spirithalloweencustomes.com |
| spirithalloweendecorations.com |
| spirithalloweengallery.com |
| spirithalloweengallery.net |
| spirithalloweengallery.org |
| spirithalloweengallery.xxx |
| spirithalloweenkidscostumes.com |
| spirithalloweennewyorkcity.com |
| spirithalloweennewyorkcity.net |
| spirithalloweennewyorkcity.org |
| spirithalloweennyc.com |
| spirithalloweennyc.net |
| spirithalloweennyc.org |
| spirithalloweenonline.ca |
| spirithalloweenonline.co.uk |
| spirithalloweenonline.com |
| spirithalloweenonline.net |
| spirithalloweenonline.org |
| spirithalloweenstore.com |
| spirithalloweenstore.net |
| spirithalloweenstoreandcostumes.com |
| spirithalloweensuperstores.ca |
| spirithalloweensuperstores.co.uk |
| spirithalloweensuperstores.com |
| spirithalloweensuperstores.net |
| spirithalloweensuperstores.org |
| spirithalloweensuperstores.xxx |
| spiritholiday.net |
| spiritnewyorkcity.com |
| spiritnewyorkcity.net |
| spiritnewyorkcity.org |

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| spiritnyc.net |
| spiritnyc.org |
| spiritofchildren.com |
| spiritofchildren.net |
| spiritofchildren.org |
| spiritofchildren.org.uk |
| spiritofchildren.xxx |
| spiritonline.ca |
| spiritzombiebabies.com |
| spiritzombiebabies.net |
| spiritzombiebabies.org |
| toyzam.ca |
| toyzam.com |
| toyzam.net |
| toyzam.org |
| toyzam.xxx |
| tozamerica.com |
| tozamerica.net |
| tozamerica.org |
| worldshalloweenheadquarters.ca |
| worldshalloweenheadquarters.com |
| worldshalloweenheadquarters.net |
| worldshalloweenheadquarters.org |
| worldshalloweenheadquarters.xxx |
| zombiebabies.co.uk |
| zombiebabies.net |
| zombiebabies.org |

EXHIBIT D

Second Lien Intellectual Property Security Agreement Supplement

[See Attached].

EXHIBIT D
TO THE SECOND LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT

FORM OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

SUPPLEMENT NO. [] (this “Supplement”) dated as of [], to the Second Lien Intellectual Property Security Agreement (as such may be amended, modified, supplemented or restated hereafter, the “Second Lien Intellectual Property Security Agreement”) dated as of June 29, 2015 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 Second Lien Security Agreement dated as of June 29, 2015 (as such may be amended, modified, supplemented or restated hereafter) 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 Second Lien Intellectual Property Security Agreement.

C. Section 5(b) of the Second Lien 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 Second Lien Intellectual Property Security Agreement.

Accordingly, the Subject Grantor covenants as follows:

SECTION 1. In accordance with Section 5(b) of the Second Lien 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 Second Lien 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 Second Lien 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 Second Lien 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 Second Lien Intellectual Property Security Agreement, the terms of the Second Lien 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 Second Lien 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 Second Lien 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 Second Lien Credit Agreement.

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

[Remainder of Page Intentionally Blank]

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

[NAME OF SUBJECT GRANTOR]

By: _____
Name:
Title:

SCHEDULE I
TO SUPPLEMENT NO. [] TO THE
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property

Copyright Registrations and Applications

| Title of Work | Serial No. | Registration No. | Registration Date |
|---------------|------------|------------------|-------------------|
| | | | |

Patents and Patent Applications

| Title | Country | Serial No. | Patent No. | Date of Filing | Date of Issuance |
|-------|---------|------------|------------|----------------|------------------|
| | | | | | |

Trademark Registrations and Applications

| Trademark | Country | Serial No. | Registration No. | Registration Date |
|-----------|---------|------------|------------------|-------------------|
| | | | | |