

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM349215

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KidKraft, Inc.		07/09/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Northwestern Mutual Life Insurance Company, as Administrative Agent		
Street Address:	720 East Wisconsin Ave		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2980495	KIDKRAFT	
Registration Number:	2980497	KIDKRAFT	
Registration Number:	2554736	KIDKRAFT	
Registration Number:	2980496		
Registration Number:	4228739	LIVE LEARN PLAY	
Registration Number:	3640625	DOLLKRAFT	
Registration Number:	3636199	DOLL KRAFT	
Registration Number:	3636205	PLAYKRAFT	
Registration Number:	3785449	SMALL POTATOES	
Registration Number:	3986362	PERSONALIZATION BY KIDKRAFT	
Serial Number:	86604811	KIDKRAFT	
Serial Number:	86552251	KIDKRAFT	
Serial Number:	86552256		
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:	rfloren@schiffhardin.com		
Correspondent Name:	Rebecca Floren		

OP \$340.00 2980495

Address Line 1:	233 S. Wacker Drive
Address Line 2:	Suite 6600
Address Line 4:	Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	08802-0092
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NAME OF SUBMITTER:	Rebecca Floren
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SIGNATURE:	/Rebecca Floren/
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DATE SIGNED:	07/24/2015
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 9, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of The Northwestern Mutual Life Insurance Company, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of July 9, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in *connection therewith*, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered

trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing, in whatever form.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this trademark security agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

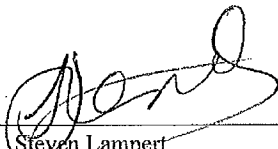
SECTION 7. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KIDKRAFT, INC.

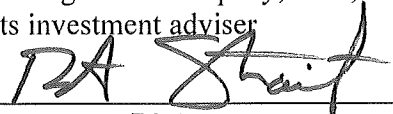
By: 
Name: Steven Lampert
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005584 FRAME: 0777

**THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY,**
as Administrative Agent and Collateral Agent


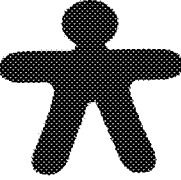
By: Northwestern Mutual Investment
Management Company, LLC,
its investment adviser

By: 

Name: **Richard A. Strait**
Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Application No./Date	Registration No./Date	Status	Owner
KIDKRAFT & DESIGN	US	76/558,690 11/07/03	2,980,495 08/02/05	Registered.	KidKraft, Inc.*
KIDKRAFT	US	76/558,752 11/07/03	2,980,497 08/02/05	Registered.	KidKraft, Inc.*
KIDKRAFT & DESIGN	US	75/868,523 12/09/99	2,554,736 04/02/02	Registered.	KidKraft, Inc.*
	US	76/558,697 11/07/03	2,980,496 08/02/05	Registered.	KidKraft, Inc.*
LIVE LEARN PLAY	US	85/395,927 08/11/11	4,228,739 10/23/12	Registered.	KidKraft, Inc.*
DOLLKRAFT	US	77/382,432 01/28/08	3,640,625 06/16/09	Registered.	KidKraft, Inc.*
DOLL KRAFT & Design	US	77/382,437 01/28/08	3,636,199 06/09/09	Registered.	KidKraft, Inc.*
PLAYKRAFT	US	77/385,935 01/31/08	3,636,205 06/09/09	Registered.	KidKraft, Inc.*
PLAYKRAFT	US	77/385,935 01/31/08	3,636,205 06/09/09	Registered.	KidKraft, Inc.*
SMALL POTATOES	US	77/491,116 06/04/08	3,785,449 05/04/10	Registered.	KidKraft, Inc.*
PERSONALIZATION BY KIDKRAFT & Design	US	77/815,506 08/28/09	3,986,362 06/28/11	Registered.	KidKraft, Inc.*
KIDKRAFT	US	86/604,811 04/21/15		Pending.	KidKraft, Inc.*
KIDKRAFT	US	86/552,251 03/03/15		Pending.	KidKraft, Inc.*
Miscellaneous Design 	US	86/552,256 03/03/15		Pending.	KidKraft, Inc.*

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