

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350771

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kidrobot, LLC		08/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KeyBank National Association		
<b>Street Address:</b>	127 Public Square		
<b>Internal Address:</b>	Attn: Institutional Banking		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86373579	KIDROBOT	
<b>Registration Number:</b>	3808010	BEAUTIFUL PLASTIC	
<b>Registration Number:</b>	3705329	DUNNY	
<b>Registration Number:</b>	4306171	KIDROBOT	
<b>Registration Number:</b>	4096454	KIDROBOT	
<b>Registration Number:</b>	3444478	KIDROBOT	
<b>Registration Number:</b>	2926356	KIDROBOT	
<b>Registration Number:</b>	3303913	MUNNY	
<b>Registration Number:</b>	4516896	YUMMY	
<b>Registration Number:</b>	4248965	YUMMY	
<b>Registration Number:</b>	4397863	YUMMY	
<b>Serial Number:</b>	86607976	YUMMY WORLD	
<b>Serial Number:</b>	85977464	YUMMY X KIDROBOT	
<b>Serial Number:</b>	85479982	YUMMY X KIDROBOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165665800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$365.00 86373579

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** (216)566-5908  
**Email:** mae.smith@thompsonhine.com  
**Correspondent Name:** James A. Schneider, Esq.  
**Address Line 1:** 127 Public Square  
**Address Line 2:** 3900 Key Center  
**Address Line 4:** Cleveland, OHIO 44114

<b>ATTORNEY DOCKET NUMBER:</b>	059130.00154
<b>NAME OF SUBMITTER:</b>	James A. Schneider, Esq.
<b>SIGNATURE:</b>	/James A. Schneider/
<b>DATE SIGNED:</b>	08/07/2015

**Total Attachments: 41**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(Subsidiary)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made effective as of the 5<sup>th</sup> day of August, 2015 by KIDROBOT, LLC, a Delaware limited liability company ("Pledgor"), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association ("Lender").

1. Recitals.

NATIONAL ENTERTAINMENT COLLECTIBLES ASSOCIATION, INC., a New Jersey corporation (together with its successors and assigns, "Borrower"), is entering into that certain Credit and Security Agreement, dated as of August 5, 2015, with Lender (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Pledgor desires that Lender grant to Borrower the financial accommodations as described in the Credit Agreement.

Pledgor understands that Lender is willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that Pledgor grant to Lender a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of Lender entering into the Credit Agreement and each financial accommodation granted to Borrower by Lender, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" means an Assignment in the form of Exhibit A attached hereto.

"Collateral" means, collectively, all of Pledgor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those that are registered or pending as listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the

foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 8.1 hereof.

“USCO” means the United States Copyright Office in Washington D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Pledgor hereby agrees that Lender shall at all times have, and hereby grants to Lender, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Lender of the creation or acquisition thereof.

4. Representations and Warranties. Pledgor hereby represents and warrants to Lender as follows:

4.1. Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. The Collateral is valid and enforceable.

4.3. Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons.

4.5. Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect.

5. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral without Lender's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Pledgor hereby grants to Lender and its employees and agents the right, during regular business hours, and absent an Event of Default with reasonable prior notice, to visit any location of Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at Pledgor's expense.

7. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and <sup>SM</sup> where appropriate.

8. Events of Default and Remedies.

8.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

8.2. Lender shall at all times have the rights and remedies of a secured party under the U.C.C. as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.

8.3. Pledgor expressly acknowledges that Lender shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, Pledgor shall execute and deliver to Lender the Assignment, which Assignment shall have no force and effect and shall be held by Lender in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Lender in the form reflected on the face of the Assignment and Lender may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

8.4. If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Lender to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Pledgor or any other Person or property, all of which Pledgor hereby waives, and upon such terms and in such manner as Lender may deem advisable, Lender, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, at any time, or from time to time. No prior notice need be given to Pledgor or to any other Person in the case of any sale of Collateral that Lender

determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Lender shall give Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Lender may apply the net proceeds of each such sale to or toward the payment of the Obligations, whether or not then due, in such order and by such division as Lender in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Pledgor, and the obligors on the Obligations shall remain liable for any deficiency. In addition, Lender shall at all times have the right to obtain new appraisals of Pledgor or the Collateral, the cost of which shall be paid by Pledgor.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Lender, and, until so paid, shall be added to the principal amount of the Obligations.

10. Pledgor's Obligation to Prosecute. Except as otherwise agreed to by Lender in writing, Pledgor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending in connection with the Collateral as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Lender, unless such abandonment will not have a Material Adverse Effect or such abandonment is in connection with the abandonment of a product or product line.

11. Lender's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Lender shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees incurred by Lender in

connection with the provisions of this Section 11, in the event Lender elects to join in any such action commenced by Pledgor.

12. Power of Attorney. Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Lender to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement until the Loan Documents are terminated pursuant to Section 24 hereof.

13. Lender's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement Lender may, but is not obligated to, do so in the name of Pledgor or in the name of Lender, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Lender, enter into such additional documents or instruments as may be required by Lender in order to effectuate, evidence or perfect Lender's interest in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Obligations shall have been irrevocably paid in full and the Commitment terminated, Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 hereto as of the date hereof and Pledgor shall give Lender prompt written notice thereof.

16. Modifications for New Collateral. Pledgor hereby authorizes Lender to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at Lender's request, Pledgor shall execute any documents or instruments required by Lender in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

17. Maximum Liability of Pledgor and Rights of Contribution. It is the desire and intent of the Pledgor and Lender that this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If and to the extent that the obligations of the Pledgor under this Agreement would, in the absence of this sentence, be adjudicated to be invalid or unenforceable because of any applicable state or federal law relating to fraudulent conveyances or transfers, then anything in this Agreement or any other Loan Document to the contrary notwithstanding, in no event shall the amount of the Obligations secured by this Agreement by Pledgor exceed the maximum amount that (after giving effect to the incurring of the obligations hereunder and to any rights to



contribution of Pledgor from other affiliates of Borrower) would not render the rights to payment of Lender hereunder void, voidable or avoidable under any applicable fraudulent transfer law. Pledgor hereby agrees that, in connection with the payments made hereunder, Pledgor shall have a right of contribution from other Credit Parties, as appropriate, in accordance with applicable law. Such contribution rights shall be waived until such time as the Obligations have been irrevocably paid in full, and Pledgor shall not exercise any such contribution rights until the Obligations have been irrevocably paid in full.

18. No Waiver. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

19. Remedies Cumulative. All of the rights and remedies of Lender with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

20. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

21. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Lender. No waiver or consent granted by Lender in respect of this Agreement shall be binding upon Lender unless specifically granted in writing, which writing shall be strictly construed.

22. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of the Credit Agreement, and, if to Lender, mailed or delivered to it, addressed to the address of Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered if made by hand delivery, overnight or certified mail through a nationally recognized courier service or sent by facsimile of electronic communication, in each case of facsimile or electronic communication with telephonic confirmation of receipt (if received during normal business hours on a Business Day, such Business Day, or otherwise the following Business Day) or three Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid. All notices hereunder shall not be effective until received.

23. Assignment and Successors. This Agreement shall not be assigned by Pledgor without the prior written consent of Lender. This Agreement shall bind the successors and permitted assigns of Pledgor and shall benefit the successors and assigns of Lender. Any

attempted assignment or transfer without the prior written consent of Lender shall be null and void.

24. Termination. At such time as the Obligations shall have been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Lender, Pledgor shall have the right to terminate this Agreement. Upon written request of Pledgor, Lender shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Lender's security interest in and assignment of the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Lender pursuant hereto.

25. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

26. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile or other electronic signature, which, when so executed and delivered, shall be deemed to be an original.

27. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor and Lender hereunder shall be governed by and construed in accordance with New York law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York county, New York, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

[Remainder of page intentionally left blank.]

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JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG PLEDGOR, BORROWER AND LENDER, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

KIDROBOT, LLC

By: \_\_\_\_\_

Joel Weinshanker  
Manager

SCHEDULE 1

Trademarks and Trademark Applications

See attached.

## Worldwide Trademark Portfolio

Trademark	TM Status	Application #	Application Date	Owner	Class	Goods	H&H Ref #
White		Registration #	Registration Date				

### Australia

DUNNY	Registered	1441180	Aug 5 2011	Kidrobot Inc.	28	Toys and playthings	79848.0010
		1441180	Mar 12 2012				

Scott S. Havlick

Due Date Action

Aug 5 Next Renewal  
2021 Due

KIDROBOT	Registered	1441183	Aug 5 2011	Kidrobot Inc.	25 28	Clothing, headwear, footwear Toys and playthings.	79848.0009
		1441183	Apr 3 2012				

Scott S. Havlick

Due Date Action

Aug 5 Next Renewal  
2021 Due

MUNNY	Registered	1441179	Aug 5 2011	Kidrobot Inc.	28	Toys and playthings	79848.0011
		1441179	Aug 5 2011				

Scott S. Havlick

Due Date Action

Aug 5 Next Renewal  
2021 Due

### Canada

KIDROBOT	Pending	1689401	Aug 13 2014	Kidrobot Inc.			79848.0060
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(1) Protective covers and cases for mobile phones, tablet computers, and laptops; face plates and back plates for mobile phones, tablet computers, and laptops; mobile phone and tablet computer accessories, namely cases, accessory charms, snap-on covers, phone holders, and phone straps; backpacks; purses; messenger bags; luggage and other bags, namely, duffle bags, tote bags and all-purpose sports bags; clothing, namely, sweatshirts,

TRADEMARK

REEL: 005595 FRAME: 0696

sweatpants, pants, jeans, jackets, T-shirts, pullovers, crew necks, hooded sweatshirts, sweaters, woven tops, shirts, tank tops, vests, jackets, track jackets, coats, rainwear, shorts, socks, scarves, and belts for clothing, and; headgear, namely, hats, caps, baseball caps, and beanies; footwear; toys, namely, action figures, play sets for use with action figures, dolls, stuffed and plush toys, plush dolls, collectable toy figures, modeled plastiC toy figurines, molded toy figures, plastic character toys, positionable toy figures, toy action figures and accessories therefor; and games, namely, board games and card games; zipper pulls; non-metal and non-leather key chains; key caps, namely, plastic or rubber caps used to cover the tops of keys; pillows; furniture

(1) Entertainment services, namely, production of interactive programs and website programs, all in the fields of comedy, musical videos, related film clips and photographs; fan clubs; providing online electronic publications, namely, newsletters, bulletins, and web blogs in the field of entertainment; entertainment services, namely, providing a web site featuring animated and live-action entertainment in the fields of comedy, musical videos, related film clips and photographs; organizing exhibitions for the promotion of the arts; wholesale distributorship services featuring toys and clothing; retail store services in the fields of toys, collectibles and clothing; online retail store services in the fields of toys and collectibles; providing consumer product information to customers via the internet

Kazuyo Morita

<i>Due Date</i>	<i>Action</i>
<b>Oct 16</b>	<b>Office Action</b>
<b>2015</b>	<b>Deadline</b>

**Chile**

<b>KIDROBOT</b>	<b>Registered 850169</b>	<b>Dec 30</b>	<b>Kidrobot Inc.</b>	<b>79848.0013</b>
	<b>884025</b>	<b>May 18</b>		
		<b>2010</b>		
			<b>25</b>	
			<b>28</b>	

Scott S. Havlick

<i>Due Date</i>	<i>Action</i>
<b>May 18</b>	<b>Next Renewal</b>
<b>2020</b>	<b>Due</b>

**TRADEMARK**

**REEL: 005595 FRAME: 0697**

## China

<b>KID ROBOT</b>	<b>Registered</b>	6681534	Apr 24 2008	Kidrobot Inc.	79848.0014
		6681534	Sep 7 2010		
					28

Scott S. Havlick  
*Due Date Action*  
**Sep 7 Next Renewal**  
**2020 Due**

<b>KID ROBOT</b>	<b>Registered</b>	6681533	Apr 24 2008	Kidrobot Inc.	79848.0016
		6681533	Jul 28 2010		
					25

Scott S. Havlick  
*Due Date Action*  
**Jul 28 Next Renewal**  
**2020 Due**

<b>KID ROBOT</b>	<b>Registered</b>	6681535	Apr 24 2008	Kidrobot Inc.	79848.0015
		6681535	Nov 7 2010		
					35

Scott S. Havlick  
*Due Date Action*  
**Nov 7 Next Renewal**  
**2020 Due**

<b>KIDROBOT</b>	<b>Pending</b>	891803	Jul 6 2006	Kidrobot Inc.	79848.0062- CN
<i>IR Subsequent Designation</i>					

28

Toys, namely, action figures, play sets for use with action figures, and games, namely, board games and card games

Scott S. Havlick

<b>KIDROBOT</b>	<b>Pending</b>	A0047582	Jan 12 2015	Kidrobot, Inc.	79848.0071- CN
<i>IR National Extension</i>					

9

Protective covers and cases for mobile phones, tablet computers, and laptops; face plates and back plates for mobile phones, tablet computers, and laptops; mobile phone and tablet computer accessories, namely cases, accessory charms, snap-on covers, phone holders, and phone straps

**KIDROBOT**

Kazuyo Morita

**TRADEMARK**

## CTM

<b>BEAUTIFUL PLASTIC</b>	<b>Registered</b> 008145906	Mar 10 2009	Kidrobot Inc.	79848.0021
	008145906	Oct 7 2009		
			35	Wholesale services connected with the sale of toys and clothing.

Scott S. Havlick  
*Due Date Action*  
**Mar 10**    **Next Renewal**  
**2019**      **Due**

<b>DUNNY</b>	<b>Registered</b> 006862908	Apr 24 2008	Kidrobot Inc.	79848.0019
	006862908	Feb 10 2011		
			16	Paper, cardboard and goods made from these materials, not included in other classes; printed matter; book binding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); printers' type; printing blocks; books in the field of toys, art and illustration; cartoon strips; comic books; magazines featuring toys, art, and illustration; fiction writing namely children's books and books featuring fantasy short stories.
			28	Games and playthings; decorations for Christmas trees; toys, namely action figures, dolls, board games and accessories therefor; collectable toy figures; modeled plastic toy figurines; molded toy figures; plastic character toys; positionable toy figures; soft sculpture plush toys; soft sculpture toys; stuffed toys; toy action figures; toy action figures and accessories therefor; toy figures; none of the foregoing being electronic educational plush toys or educational goods.

Scott S. Havlick  
*Due Date Action*  
**Feb 10**    **Non-use date**  
**2016**

<b>KIDROBOT</b>	<b>Registered</b> 006694699	Feb 25 2008	Kidrobot Inc.	79848.0018
	006694699	Jun 30 2009		
				Electrical and scientific apparatus, namely, motion pictures, films, television

TRADEMARK

REEL: 005595 FRAME: 0699



- 9 programs, and interactive programs, all in the fields of science fiction, comedy, drama, mystery, music, musical performances, musical videos, related film clips and photographs; pre-recorded video and audio cassettes, video and audio tapes, video and audio discs, CD ROMs, compact discs, digital versatile discs, musical video recordings, musical sound recordings and phonograph records, all in the fields of science fiction, comedy, drama, mystery, music, musical performances, musical videos, related film clips and photographs; software and manuals (in electronic format) sold as a unit in the field of entertainment, namely, for use in creating, updating and maintaining calendars, for information management and for use as computer screen savers; computer game software; computer and video-game cassettes, cartridges, discs and programs; downloadable game software; downloadable computer games; downloadable ring tones, music and graphics for wireless communication devices; downloadable audio files and video recordings featuring music and music-related entertainment; downloadable computer game programs via a global computer network; computer game and video game equipment containing memory devices, namely, computer game and video game software, tapes, cartridges, cassettes, joysticks and remote control units.
- 16 Paper goods and printed matter, namely, comic books and magazines in the fields of science fiction, comedy, drama, mystery, music, musical performances, musical videos, related film clips and photographs; comic book reference guide books; a series of books in the fields of science fiction, comedy, drama, mystery, music, musical performances, musical videos, related film clips and photographs; novels featuring graphical illustrations; graphic novels; novels; printed postcards; picture postcards; comic postcards; postcards; trading cards and collectors cards; notebooks; binders; decals; stickers; posters; photograph and scrapbook albums; calendars; greeting cards; folders; desk pads; writing pads; stationery folders; stationery; pens; pencils; erasers; video game strategy manuals and books; computer game strategy manuals and books; paper towels; paper storage containers; chalk boards; dry erase writing boards and writing surfaces; paper flags; paper pennants; autograph books; and musical tour booklets.
- Entertainment services in the nature of live musical performances; entertainment

TRADEMARK

REEL: 005595 FRAME: 0700

services, namely, production and distribution of motion pictures, films, television programs, radio programs, interactive programs, all in the fields of science fiction, comedy, drama, mystery, music, musical performances, musical videos, related film clips and photographs; audio recording and production of animated and live action entertainment in the fields of science fiction, comedy, drama, mystery, music, musical performances, musical videos, related film clips and photographs; entertainment in the nature of theater productions featuring live-action entertainment in the fields of science fiction, comedy, drama, mystery, music, musical performances, musical videos, related film clips and photographs; publication of books, magazines, cartoons, comic strips and comic books; fan clubs; providing online computer games; providing a website featuring music and musical performances, musical videos, related film clips and photographs; providing online electronic publications, namely, newsletters, bulletins, weblogs and chat rooms in the field of entertainment; record production; videotape production; audiotape production; entertainment services, namely personal appearances by musical groups, musical artists and celebrities; entertainment services, namely, providing a web site featuring animated and live-action entertainment in the fields of science fiction, comedy, drama, mystery, music, musical performances, musical videos, related film clips and photographs; conducting entertainment exhibitions in the nature of music festivals; organizing exhibitions for the promotion of music and the arts; distribution of programs via the internet.

41

Scott S. Havlick

*Due Date Action*

**Feb 25 Next Renewal**  
**2018 Due**

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<b>KIDROBOT</b>	<b>Registered</b>	006039275	Jun 26 2007	Kidrobot Inc.	79848.0017
		006039275	Jun 23 2011		
				25	Clothing, footwear, headgear.
				28	Games and playthings; gymnastic and sporting articles not included in other classes.  Providing consumer product information to customers via a computer database, the internet and via other communications; retail services relating to clothing, footwear, headgear, games, playthings, gymnastic and sporting

**TRADEMARK**

**REEL: 005595 FRAME: 0701**

articles, key chains, housewares, stationery, collectibles, jewellery, accessories (belts, bags), furniture, ringtones and wallpaper for mobile phones, all provided via a retail store, via a computer databases, the internet and via other communications.

35

Scott S. Havlick

*Due Date Action*

**Jun 23**      **Non-use date**  
**2016**

MUNNY

Registered 006862941 Apr 24 2008

Kidrobot Inc.

79848.0020

006862941 Aug 18 2010

16

Paper, cardboard and goods made from these materials, not included in other classes; printed matter; book binding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); printers' type; printing blocks; books in the field of toys, art and illustration; cartoon strips; comic books; magazines featuring toys, art, and illustration; fiction writing namely children's books and books featuring fantasy short stories.

28

Games and playthings; decorations for Christmas trees; toys, namely action figures, dolls, board games and accessories therefor; collectable toy figures; modeled plastic toy figurines; molded toy figures; plastic character toys; positionable toy figures; soft sculpture plush toys; soft sculpture toys; stuffed toys; toy action figures; toy action figures and accessories therefor; toy figures.

Scott S. Havlick

*Due Date Action*

**Aug 18**      **Non-use date**  
**2015**

## Japan

KIDROBOT

Pending 941506 Oct 4 2007 Kidrobot Inc.

79848.0063-JP

*IR National Extension*

35

Retail store services in the fields of toys, collectibles and clothing; online retail store services in the fields of toys and collectibles; providing consumer product information to customers via the Internet

Scott S. Havlick

TRADEMARK

REEL: 005595 FRAME: 0702

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<b>KIDROBOT</b>	<b>Pending</b>	A0047582	Jan 12 2015	Kidrobot, Inc.	79848.0071- JP
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*IR National Extension*



9

Protective covers and cases for mobile phones, tablet computers, and laptops; face plates and back plates for mobile phones, tablet computers, and laptops; mobile phone and tablet computer accessories, namely cases, accessory charms, snap-on covers, phone holders, and phone straps

Kazuyo Morita

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<b>KIDROBOT</b>	<b>Registered</b>	891803	Jul 6 2006	Kidrobot Inc.	79848.0062- JP
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*IR National Extension*

891803 Jul 6 2006

25

28

Clothing, namely, T-shirts  
Toys, namely, action figures, play sets for use with action figures, and games, namely, board games and card games

Scott S. Havlick

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## New Zealand

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<b>DUNNY</b>	<b>Registered</b>	847195	Aug 5 2011	Kidrobot Inc.	79848.0026
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847195 Aug 5 2011

28

Toys and playthings

Scott S. Havlick

*Due Date Action*

<b>Aug 5</b>	<b>Next Renewal</b>
<b>2021</b>	<b>Due</b>

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<b>KIDROBOT</b>	<b>Registered</b>	847201	Aug 5 2011	Kidrobot Inc.	79848.0028
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847201 Feb 7 2012

25

28

Clothing, headwear, footwear.  
Toys and playthings.

Scott S. Havlick

*Due Date Action*

<b>Aug 5</b>	<b>Next Renewal</b>
<b>2021</b>	<b>Due</b>

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<b>MUNNY</b>	<b>Registered</b>	847200	Aug 5 2011	Kidrobot Inc.	79848.0027
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847200 Feb 7 2012

28

Toys and playthings.

Scott S. Havlick

*Due Date Action*

<b>Aug 5</b>	<b>Next Renewal</b>
<b>2021</b>	<b>Due</b>

TRADEMARK

REEL: 005595 FRAME: 0703

## Republic of Korea (South)

<b>DUNNY</b>	<b>Registered</b>	40-2011- 29507 943793	May 31 2011 Dec 7 2012	Kidrobot Inc.	79848.0024
				16	comic books; books in the field of toys, art and illustration; fiction writing, namely, children's books and books featuring fantasy short stories; cartoon strips; magazines featuring toys, art, and illustration

Scott S. Havlick

*Due Date Action*

<b>Dec 7</b>	<b>Next Renewal</b>
<b>2022</b>	<b>Due</b>

<b>DUNNY</b>	<b>Registered</b>	40-2011- 29508 40- 0880075	May 31 2011 Sep 9 2011	Kidrobot Inc.	79848.0025
				28	

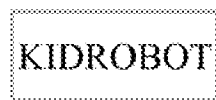
Scott S. Havlick

*Due Date Action*

<b>Sep 9</b>	<b>Next Renewal</b>
<b>2021</b>	<b>Due</b>

<b>KIDROBOT</b>	<b>Pending</b>	A0047582	Jan 12 2015	Kidrobot, Inc.	79848.0071- KR

*IR National Extension*



9 Protective covers and cases for mobile phones, tablet computers, and laptops; face plates and back plates for mobile phones, tablet computers, and laptops; mobile phone and tablet computer accessories, namely cases, accessory charms, snap-on covers, phone holders, and phone straps

Kazuyo Morita

<b>KIDROBOT</b>	<b>Registered</b>	891803	Jul 6 2006	Kidrobot Inc.	79848.0062- KR
		891803	Jul 6 2006		
				25	Clothing, namely, T-shirts

*IR National Extension*

Scott S. Havlick

<b>KIDROBOT</b>	<b>Registered</b>	40-2011- 0031281 40- 0949933	Jun 9 2011 Jan 22 2013	Kidrobot Inc.	79848.0054
				25	

TRADEMARK

REEL: 005595 FRAME: 0704



Scott S. Havlick

*Due Date Action*

**Jan 22 Next Renewal**  
**2023 Due**

<b>KIDROBOT</b>	<b>Registered</b>	40-2011-0031279	Jun 9 2011	Kidrobot Inc.	79848.0055
		40-0949936	Jan 22 2013		
					14



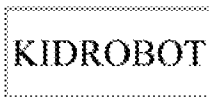
Scott S. Havlick

*Due Date Action*

**Jan 22 Next Renewal**  
**2023 Due**

**Singapore**

<b>KIDROBOT</b>	<b>Pending</b>	A0047582	Jan 12 2015	Kidrobot, Inc.	79848.0071-SG
<i>IR National Extension</i>					



9

Protective covers and cases for mobile phones, tablet computers, and laptops; face plates and back plates for mobile phones, tablet computers, and laptops; mobile phone and tablet computer accessories, namely cases, accessory charms, snap-on covers, phone holders, and phone straps

Kazuyo Morita

<b>KIDROBOT</b>	<b>Registered</b>	891803	Jul 6 2006	Kidrobot Inc.	79848.0062-SG
<i>IR Subsequent Designation</i>					
		891803	Jun 10 2015		

28

Toys, namely, action figures, play sets for use with action figures, and games, namely, board games and card games

Scott S. Havlick

*Due Date Action*

**Jul 6 2016 Next Renewal**  
**Due**

**TRADEMARK**

**REEL: 005595 FRAME: 0705**

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**United States of America**


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**BEAUTIFUL PLASTIC**      **Registered** 77/686,575 Mar 9 2009 Kidrobot, LLC      79848.0039

3,808,010      Jun 22 2010

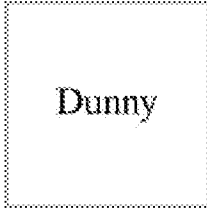
35      wholesale distributorship services featuring toys and clothing

Scott S. Havlick  
*Due Date    Action*  
 Jun 22      **Sec 8 Affidavit**  
 2016      **due**

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**DUNNY**      **Registered** 78/496,819 Oct 8 2004 Kidrobot, LLC      79848.0030

3705329      Nov 3 2009

      25      Mens', womens' clothing, namely, T-shirts, sweatshirts and accessories, namely, headwear

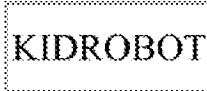
28      Toys, namely, action figures, dolls, board games and accessories therefor

Scott S. Havlick  
*Due Date    Action*  
 Nov 3      **Next Renewal**  
 2019      **Due**

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**KIDROBOT**      **Pending**      86373579      Aug 21 2014      Kidrobot, LLC      79848.0070

*Allowed*

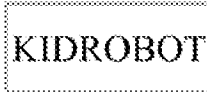
      9      Protective covers and cases for mobile phones, tablet computers, and laptops; face plates and back plates for mobile phones, tablet computers, and laptops; mobile phone and tablet computer accessories, namely cases, accessory charms, snap-on covers, phone holders, and phone straps

Kazuyo Morita  
*Due Date    Action*  
 Sep 17      **1st IU**  
 2015      **Extension Due**

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**KIDROBOT**      **Registered** 85/465,224 Nov 4 2011 Kidrobot, LLC      79848.0002

4306171      Mar 19 2013

      25      Clothing, namely, sweatshirts, pullovers, crew necks, hooded sweatshirts, sweaters, woven tops, shirts, polo shirts, t-shirts, golf shirts, tank tops, blouses, vests, dresses, skirts, jackets, track jackets, sports jackets, coats, rainwear, pants, shorts, socks, pajamas, nightshirts, gloves, scarves, and belts for clothing,

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**TRADEMARK****REEL: 005595 FRAME: 0706**

and skiwear; headgear, namely, hats, caps, baseball caps, and beanies; footwear; insoles

Scott S. Havlick

*Due Date Action*

**Mar 19**      **Non-use date**  
**2016**

<b>KIDROBOT</b>	<b>Registered</b> 77/417,661	Mar 10 2008	Kidrobot, LLC	79848.0035
	4,096,454	Feb 7 2012		

41

Entertainment services, namely, production of interactive programs and website programs, all in the fields of comedy, musical videos, related film clips and photographs; fan clubs; providing online electronic publications, namely, newsletters, bulletins, and web blogs in the field of entertainment; entertainment services, namely, providing a web site featuring animated and live-action entertainment in the fields of comedy, musical videos, related film clips and photographs; organizing exhibitions for the promotion of the arts

Scott S. Havlick

*Due Date Action*

**Feb 7**      **Sec 8 Affidavit**  
**2018**      **due**

<b>KIDROBOT</b>	<b>Registered</b> 77287007	Sep 24 2007	Kidrobot, LLC	79848.0042
	3444478	Jun 10 2008		



35

Retail store services in the fields of toys, collectibles and clothing; online retail store services in the fields of toys and collectibles; providing consumer product information to customers via the Internet

Kazuyo Morita

*Due Date Action*

**Jun 10**      **Next Renewal**  
**2018**      **Due**

<b>KIDROBOT</b>	<b>Registered</b> 78/290,452	Aug 21 2003	Kidrobot, LLC	79848.0033
	2,926,356	Feb 15 2005		

25

[ Clothing, namely, T-shirts ]

28

Toys, namely, action figures [, play sets for use with action figures, and games, namely, board games and card games ]

Scott S. Havlick

*Due Date Action*

**Feb 15**      **Next Renewal**  
**2025**      **Due**

**TRADEMARK**

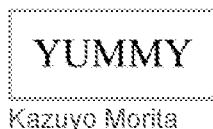
**REEL: 005595 FRAME: 0707**



MUNNY	Registered 78/711,231 3,303,913	Sep 12 2005 Oct 2 2007	Kidrobot, LLC	79848.0032	
					Ankle socks; Athletic shoes; Balloon pants; Baseball shoes; Bath slippers; Belts; Bowling shoes; Boxer briefs; Boxer shorts; Briefs; Canvas shoes; Capri pants; Caps; Cycling shoes; Deck-shoes; Denim jackets; Denims; Down jackets; Dress shirts; Football shoes; Golf shirts; Golf shoes; Hat bands; Hats; Head bands; Head sweatbands; Headbands against sweating; Hoods; Infant and toddler one piece clothing; Jackets; Jogging pants; Knit shirts; Knitted underwear; Ladies' underwear; Leather belts; Leather jackets; Leather pants; Long jackets; Men and women jackets, coats, trousers, vests; Neck bands; Night shirts; Open-necked shirts; Pants; Piquet shirts; Polo shirts; Rain jackets; Rainproof jackets; Sandal-clogs; Sandals; Sash bands for kimono; Shirt fronts; Shirts; Shirts for suits; Shoes; Short-sleeved or long-sleeved t-shirts; Short-sleeved shirts; Ski jackets; Sleep shirts; Sleeved or sleeveless jackets; Slippers; Small hats; Smoking jackets; Snow pants; Snowboard pants; Socks; Socks and stockings; Sport shirts; Sports jackets; Sports shirts; Sports shirts with short sleeves; Suede jackets; Sweat bands; Sweat pants; Sweat shirts; Sweat shorts; Sweat suits; Sweatbands; T-shirts; Thongs; Ties; Tobaggan hats, pants and caps; Tops; Track pants; Trousers for sweating; Underwear; Waterproof jackets and pants; Wind resistant jackets; Wind shirts; Wind-jackets; Women's underwear; Woolien socks; Woolly hats; Woven or knitted underwear; Wrist bands  Collectable toy figures; Modeled plastic toy figurines; Molded toy figures; Plastic character toys; Positionable toy figures; Soft sculpture plush toys; Soft sculpture toys; Stuffed toys; Toy action figures; Toy action figures and accessories therefor; Toy figures
					25
					28

Scott S. Havlick  
 Due Date    Action  
 Oct 2 2017    Next Renewal Due

YUMMY	Registered 85466630 4516896	Nov 7 2011 Apr 22 2014	Kidrobot, LLC	79848.0003	
					28
					Stuffed and plush toys; plush dolls; plush toys



**TRADEMARK**

**REEL: 005595 FRAME: 0708**

*Due Date Action*  
**Apr 22 Review for**  
**2019 Section 15**  
**Affidavit**

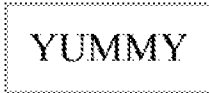
**YUMMY Registered 85/479,948 Nov 23 Kidrobot, LLC 79848.0006**  
 4248965 Nov 27  
 2012  
 26 Zipper pulls



Scott S. Havlick

*Due Date Action*  
**Nov 27 Sec 8 Affidavit**  
**2018 due**

**YUMMY (Child) Registered 85/977,306 Nov 23 Kidrobot, LLC 79848.0064**  
 4397863 Sep 3 2013



Scott S. Havlick

*Due Date Action*  
**Sep 3 Sec 8 Affidavit**  
**2019 due**

20 non-metal and non-leather key chains; key caps, namely, plastic or rubber caps used to cover the tops of keys; pillows; furniture

**YUMMY WORLD (Stylized) Pending 86607976 Apr 23 Kidrobot, LLC 79848.0072**  
 2015

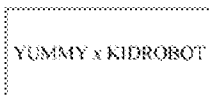


Scott S. Havlick

*Due Date Action*  
**Oct 23 Convention**  
**2015 Filing Deadline**

28 toys, games, kitchenware, bedding, furniture, websites, apparel, accessories, bags, jewelry, housewares, books, websites, stationery

**YUMMY X KIDROBOT (Child) Pending 85977464 Nov 23 Kidrobot, LLC 79848.0065**  
 2011  
 Allowed



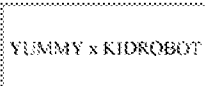
Kazuyo Morita

*Due Date Action*  
**Dec 18 5th IU**  
**2015 Extension Due**

18 Backpacks; purses; messenger bags; luggage and other bags, namely, duffle bags, tote bags and all-purpose sports bags

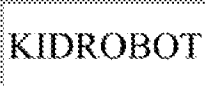
**TRADEMARK**

**REEL: 005595 FRAME: 0709**

**YUMMY X KIDROBOT (Parent)**      **Pending**      85479982      Nov 23 2011      Kidrobot, LLC      79848.0008  
 25      Clothing; clothing, namely, sweatshirts and t-shirts; headwear; headwear, namely, caps; footwear  
  
 Scott S. Havlick  
*Due Date    Action*  
**Sep 3 2015    Notice of Suspension**

**WIPO**

**KIDROBOT**      **Registered**      941506      Oct 4 2007      Kidrobot Inc.      79848.0063  
*IR Madrid*  
 35      Retail store services in the fields of toys, collectibles and clothing; online retail store services in the fields of toys and collectibles; providing consumer product information to customers via the Internet  
 Scott S. Havlick  
*Due Date    Action*  
**Oct 4 2017    Next Renewal Due**

**KIDROBOT**      **Registered** A0047582      Jan 12 2015      Kidrobot, Inc.      79848.0071  
*IR Madrid*      1248644      Jan 12 2015  
 9      Protective covers and cases for mobile phones, tablet computers, and laptops; face plates and back plates for mobile phones, tablet computers, and laptops; mobile phone and tablet computer accessories, namely cases, accessory charms, snap-on covers, phone holders, and phone straps  
  
 Kazuyo Morita  
*Due Date    Action*  
**Jan 12 2025    Next Renewal Due**

**KIDROBOT**      **Registered** 891803      Jul 6 2006      Kidrobot Inc.      79848.0062  
*IR Madrid*      891803      Jul 6 2006  
 25      Clothing, namely, T-shirts  
 28      Toys, namely, action figures, play sets for use with action figures, and games, namely, board games and card games  
 Scott S. Havlick  
*Due Date    Action*  
**Jul 6 2016    Next Renewal Due**

**TRADEMARK**

**REEL: 005595 FRAME: 0710**

*TM Administrator 46 records - END OF REPORT*

*IPPO WebTMS: printed Jul 28 2015 18:35*

**TRADEMARK**

## Copyrights and Copyright Applications

See attached.

Type of Work: Text  
Registration Number / Date: TX0006542655 / 2006-11-22  
Title: I am plastic : the designer toy explosion.  
Copyright Claimant: Kidrobot  
Date of Creation: 2005  
Date of Publication: 2006-11-01  
Copyright Note: Cataloged from appl. only.  
Names: Kidrobot

=====  
Type of Work: Visual Material  
Registration Number / Date: VA0001781845 / 2011-04-25

Application Title: Rooz.  
Title: Rooz.  
Description: Sheets.  
Copyright Claimant: Kidrobot, Inc., Transfer: Kidrobot, Inc. obtained all and exclusive rights in and to the work by assignment from Wild Brain.

Date of Creation: 2008  
Date of Publication: 2009-11-12  
Nation of First Publication: United States

Authorship on Application: Kidrobot, Inc., employer for hire; Domicile: United States; Citizenship: United States. Authorship: sculpture/3-D artwork.  
Wild Brain, Inc., employer for hire; Domicile: United States; Citizenship: United States. Authorship: 2-D artwork.  
Names: Kidrobot, Inc.  
Wild Brain, Inc.

=====  
Type of Work: Visual Material

**TRADEMARK**  
**REEL: 005595 FRAME: 0713**

Registration Number / Date:  
VA0001781847 / 2011-04-25

Application Title: Raffy.

Title: Raffy.

Description: Sheets.

Copyright Claimant:  
Kidrobot, Inc., Transfer: Kidrobot, Inc. obtained all and exclusive rights in and to the work by assignment from Wild Brain.

Date of Creation: 2008

Date of Publication:  
2009-11-12

Nation of First Publication:  
United States

Authorship on Application:  
Kidrobot, Inc., employer for hire; Domicile: United States; Citizenship: United States. Authorship: sculpture/3-D artwork.  
Wild Brain, Inc., employer for hire; Domicile: United States; Citizenship: United States. Authorship: 2-D artwork.

Names: Kidrobot, Inc.  
Wild Brain, Inc.

=====

Type of Work: Visual Material

Registration Number / Date:  
VA0001781846 / 2011-04-25

Application Title: Rooz.

Title: Rooz.

Description: Sheet.

Copyright Claimant:  
Kidrobot, Inc., Transfer: Kidrobot, Inc. obtained all and exclusive rights in and to the work by assignment from Wild Brain.

Date of Creation: 2008

Date of Publication:  
2009-11-12

Nation of First Publication:  
United States

Authorship on Application:  
Kidrobot, Inc., employer for hire; Domicile: United States;

TRADEMARK  
REEL: 005595 FRAME: 0714

Citizenship: United States. Authorship: 2-D artwork.  
Wild Brain, Inc., employer for hire; Domicile: United States; Citizenship: United States. Authorship: 2-D artwork.

Names: Kidrobot, Inc.  
Wild Brain, Inc.

=====  
Type of Work: Visual Material

Registration Number / Date:  
VA0001777210 / 2011-04-25

Application Title: Trippy.

Title: Trippy.

Description: Sheets.

Copyright Claimant:  
Kidrobot, Inc., Transfer: Kidrobot, Inc. obtained all and exclusive rights in and to the work by assignment from Wild Brain.

Date of Creation: 2008

Date of Publication:  
2009-11-12

Nation of First Publication:  
United States

Authorship on Application:  
Kidrobot, Inc., employer for hire; Domicile: United States; Citizenship: United States. Authorship: sculpture/3-D artwork.  
Wild Brain, Inc., employer for hire; Domicile: United States; Citizenship: United States. Authorship: 2-D artwork.

Names: Kidrobot, Inc.  
Wild Brain, Inc.

=====  
Type of Work: Visual Material

Registration Number / Date:  
VA0001781850 / 2011-04-25

Application Title: Bub.

Title: Bub.

Description: Sheets.

Copyright Claimant:  
Kidrobot, Inc., Transfer: Kidrobot, Inc. obtained all and exclusive rights in and to the work by assignment from

**TRADEMARK**  
**REEL: 005595 FRAME: 0715**



Wild Brain.

Date of Creation: 2008

Date of Publication:  
2009-11-12

Nation of First Publication:  
United States

Authorship on Application:  
Kidrobot, Inc., employer for hire; Domicile: United States;  
Citizenship: United States. Authorship: sculpture/3-D  
artwork.  
Wild Brain, Inc., employer for hire; Domicile: United  
States; Citizenship: United States. Authorship: 2-D  
artwork.

Names: Kidrobot, Inc.  
Wild Brain, Inc.

=====  
Type of Work: Visual Material

Registration Number / Date:  
VA0001797734 / 2011-10-12

Application Title: Foomi.

Title: Foomi.

Description: SHEETS.

Copyright Claimant:  
Kidrobot, Inc.

Date of Creation: 2010

Date of Publication:  
2011-02-01

Nation of First Publication:  
United States

Authorship on Application:  
Kidrobot, Inc., employer for hire; Domicile: United States;  
Citizenship: United States. Authorship: 2-D artwork.

Rights and Permissions:  
Kidrobot, Inc., 1468 Pearl St., 2nd Floor, Boulder, CO,  
80302, United States

Copyright Note: C.O. correspondence.

Names: Kidrobot, Inc.

=====  
Type of Work: Visual Material

**TRADEMARK**  
**REEL: 005595 FRAME: 0716**

Registration Number / Date:  
VA0001777213 / 2011-04-25

Application Title: Kidrobot Head.

Title: Kidrobot Head.

Description: Sheet.

Copyright Claimant:  
Kidrobot, Inc.

Date of Creation: 2008

Date of Publication:  
2008-01-10

Nation of First Publication:  
United States

Authorship on Application:  
Kidrobot, Inc., employer for hire; Domicile: United States;  
Citizenship: United States. Authorship: 2-D artwork.

Previous Registration:  
2005, VA0001361790.

Names: Kidrobot, Inc.

=====  
Type of Work: Visual Material

Registration Number / Date:  
VA0001781848 / 2011-04-25

Application Title: Raffy.

Title: Raffy.

Description: Sheet.

Copyright Claimant:  
Kidrobot, Inc., Transfer: Kidrobot, Inc. obtained all and  
exclusive rights in and to the work by assignment from  
Wild Brain.

Date of Creation: 2008

Date of Publication:  
2009-11-12

Nation of First Publication:  
United States

Authorship on Application:  
Kidrobot, Inc., employer for hire; Domicile: United States;  
Citizenship: United States. Authorship: 2-D artwork.  
Wild Brain, Inc., employer for hire; Domicile: United  
States; Citizenship: United States. Authorship: 2-D  
artwork.

**TRADEMARK**  
**REEL: 005595 FRAME: 0717**

Names: Kidrobot, Inc.  
Wild Brain, Inc.

=====  
Type of Work: Visual Material

Registration Number / Date:  
VA0001797732 / 2011-10-12

Application Title: Kracka.

Title: Kracka.

Description: sheets.

Copyright Claimant:  
Kidrobot, Inc.

Date of Creation: 2010

Date of Publication:  
2011-02-01

Nation of First Publication:  
United States

Authorship on Application:  
Kidrobot, Inc., employer for hire; Domicile: United States;  
Citizenship: United States. Authorship: 2-D artwork.

Rights and Permissions:  
Kidrobot, Inc., 1468 Pearl St., 2nd Floor, Boulder, CO,  
80302, United States

Copyright Note: C.O. correspondence.

Names: Kidrobot, Inc.

=====  
Type of Work: Visual Material

Registration Number / Date:  
VA0001361790 / 2005-07-25  
Supplemented by: VA0001428481 / 2007-09-27

Title: Kidrobot toy.

Copyright Claimant:  
Kidrobot, Inc.

Date of Creation: 2001

Date of Publication:  
2003-09-24

Authorship on Application:  
artwork & sculpture: Tristan Eaton, 1978-, & (Kidrobot,  
Inc., employer for hire of Paul Budnitz)

**TRADEMARK**  
**REEL: 005595 FRAME: 0718**

Copyright Note: C.O. correspondence.  
See also Kidrobot; Reg. 27Sep07; VA 1-428-481

Names: Eaton, Tristan, 1978-  
Budnitz, Paul  
Kidrobot, Inc.

=====  
Type of Work: Visual Material

Registration Number / Date:  
VA0001428481 / 2007-09-27  
Supplement to: VA0001361790 / 2005

Title: Kidrobot / by Kidrobot, Inc., employer for hire of Paul  
Budnitz, Tristan Eaton.

Notes: Statement re transfer space.

Copyright Claimant:  
Kidrobot, Inc.

Authorship on Application:  
Kidrobot, Inc., employer for hire of Tristan Eaton, 1978- &  
Paul Budnitz (on original appl.: Tristan Eaton,  
Kidrobot, Inc., employer for hire of Paul Budnitz)

Supplement to Registration:  
VA 1-361-790, 2005

Names: Eaton, Tristan, 1978-  
Budnitz, Paul  
Kidrobot, Inc.

=====  
Type of Work: Text

Registration Number / Date:  
TX0007305203 / 2010-12-14

Application Title: I Am Plastic, Too: The Next Generation of Designer Toys .

Title: I Am Plastic, Too: The Next Generation of Designer Toys .

Description: Book, 367 p.

Copyright Claimant:  
Kidrobot. Inc.

Date of Creation: 2009

Date of Publication:  
2010-10-01

Nation of First Publication:  
United States

Authorship on Application:

**TRADEMARK**  
**REEL: 005595 FRAME: 0719**

Kidrobot. Inc., employer for hire; Citizenship: United States. Authorship: text, photograph(s), compilation.

Copyright Note: C.O. correspondence.

ISBN: 9780810988873

Names: Kidrobot, Inc.

=====  
Type of Work: Visual Material

Registration Number / Date:  
VA0001780736 / 2011-07-05

Application Title: Word and Design Logo.

Title: Word and Design Logo.

Description: Electronic file (eService)

Copyright Claimant:  
Kidrobot, Inc., Transfer: By written agreement.

Date of Creation: 2002

Date of Publication:  
2002-04-01

Nation of First Publication:  
United States

Authorship on Application:  
Tristan Eaton, employer for hire; Domicile: United States;  
Citizenship: United States. Authorship: 2-D artwork.

Names: Eaton, Tristan  
Kidrobot, Inc.

=====  
Type of Work: Visual Material

Registration Number / Date:  
VA0001794632 / 2011-10-12

Application Title: Kracka.

Title: Kracka.

Description: SHEETS.

Copyright Claimant:  
Kidrobot, Inc.

Date of Creation: 2010

Date of Publication:  
2011-02-01

**TRADEMARK**  
**REEL: 005595 FRAME: 0720**

Nation of First Publication:  
United States

Authorship on Application:  
Kidrobot, Inc., employer for hire; Domicile: United States;  
Citizenship: United States. Authorship: sculpture.

Rights and Permissions:  
Kidrobot, Inc., 1468 Pearl St., 2nd Floor, Boulder, CO,  
80302, United States

Names: Kidrobot, Inc.

=====  
Type of Work: Visual Material

Registration Number / Date:  
VA0001361791 / 2005-07-25  
Supplemented by: VA0001428480 / 2007-09-27

Title: Dunny.

Description: Toy.

Copyright Claimant:  
Kidrobot, Inc.

Date of Creation: 2001

Date of Publication:  
2004-04-22

Authorship on Application:  
artwork & sculpture: Tristan Eaton, 1978-, & (Kidrobot,  
Inc., employer for hire of Paul Budnitz)

Copyright Note: C.O. correspondence.  
See also Dunny; Reg. 27Sep07; VA 1-428-480

Names: Eaton, Tristan, 1978-  
Budnitz, Paul  
Kidrobot, Inc.

=====  
Type of Work: Visual Material

Registration Number / Date:  
VA0001794633 / 2011-10-12

Application Title: Foomi.

Title: Foomi.

Description: sheets.

Copyright Claimant:  
Kidrobot, Inc.

Date of Creation: 2010

**TRADEMARK**  
**REEL: 005595 FRAME: 0721**

Date of Publication:  
2011-02-01

Nation of First Publication:  
United States

Authorship on Application:  
Kidrobot, Inc., employer for hire; Domicile: United States;  
Citizenship: United States. Authorship: sculpture.

Rights and Permissions:  
Kidrobot, Inc., 1468 Pearl St., 2nd Floor, Boulder, CO,  
80302

Names: Kidrobot, Inc.

=====  
Type of Work: Visual Material

Registration Number / Date:  
VA0001361963 / 2005-07-25

Title: Ice--bot.

Description: Toy.

Notes: Sculpture & artwork.

Copyright Claimant:  
Kidrobot, Inc. (employer for hire of Paul Budnitz)

Date of Creation: 2002

Date of Publication:  
2005-10-13

Copyright Note: C.O. correspondence.

Names: Budnitz, Paul  
Kidrobot, Inc.

=====  
Type of Work: Visual Material

Registration Number / Date:  
VA0001781849 / 2011-04-25

Application Title: Bub.

Title: Bub.

Description: Sheet.

Copyright Claimant:  
Kidrobot, Inc., Transfer: Kidrobot, Inc. obtained all and  
exclusive rights in and to the work by assignment from  
Wild Brain.

**TRADEMARK**  
**REEL: 005595 FRAME: 0722**

Date of Creation: 2008

Date of Publication:  
2009-11-12

Nation of First Publication:  
United States

Authorship on Application:  
Kidrobot, Inc., employer for hire; Domicile: United States;  
Citizenship: United States. Authorship: 2-D artwork.  
Wild Brain, Inc., employer for hire; Domicile: United  
States; Citizenship: United States. Authorship: 2-D  
artwork.

Names: Kidrobot, Inc.  
Wild Brain, Inc.

=====  
Type of Work: Visual Material

Registration Number / Date:  
VA0001911870 / 2014-04-07

Application Title: MiWe Platform.

Title: MiWe Platform.

Description: Electronic file (eService)

Copyright Claimant:  
Kidrobot, Inc.

Date of Creation: 2013

Date of Publication:  
2014-01-07

Nation of First Publication:  
United States

Authorship on Application:  
Kidrobot, Inc., employer for hire; Domicile: United States.  
Authorship: sculpture.

Rights and Permissions:  
Lori Jeanne Magnus, Kidrobot, Inc., 1420 Pearl Street,  
Suite 200, Boulder, CO, 80302, United States, (303)  
217-9432, lmagnus@kidrobot.com

Copyright Note: C.O. correspondence.

Names: Kidrobot, Inc.

=====  
Type of Work: Visual Material

Registration Number / Date:  
VA0001428480 / 2007-09-27



Supplement to: VA0001361791 / 2005

Title: Dunny / by Kidrobot, Inc., employer for hire of Paul Budnitz, Tristan Eaton.

Notes: Statement re transfer space.

Copyright Claimant: Kidrobot, Inc.

Authorship on Application: Kidrobot, Inc., employer for hire of Tristan Eaton, 1978- & Paul Budnitz (on original appl.: Tristan Eaton, Kidrobot, Inc., employer for hire of Paul Budnitz)

Supplement to Registration: VA 1-361-791, 2005

Names: Eaton, Tristan, 1978- Budnitz, Paul Kidrobot, Inc.

=====  
Type of Work: Recorded Document

Document Number: V3627D563

Date of Recordation: 2013-03-28

Entire Copyright Document: V3627 D563 P1-2

Date of Execution: 07Dec12; date of cert.: 12Mar13

Title: Kidrobot.

Notes: Option agreement.

Party 1: Kidrobot, Inc.

Party 2: Metro-Goldwynmayer Pictures, Inc.

Names: Kidrobot, Inc. Metro-Goldwynmayer Pictures, Inc.

=====  
Type of Work: Visual Material

Registration Number / Date: VA0001369160 / 2006-05-31

Title: Munny.

Description: Toy.

Copyright Claimant: Kidrobot, Inc.

**TRADEMARK**  
**REEL: 005595 FRAME: 0724**

Date of Creation: 2005

Date of Publication:  
2005-11-03

Copyright Note: Cataloged from appl. only.

Names: Kidrobot, Inc.

=====

EXHIBIT A  
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY LENDER, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF AUGUST 5, 2015, EXECUTED BY KIDROBOT LLC, A DELAWARE LIMITED LIABILITY COMPANY ("PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "LENDER"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF LENDER CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT LENDER HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNMENT

WHEREAS, Kidrobot, LLC, a Delaware limited liability company ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of August 5, 2015 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KeyBank National Association (together with its successors and assigns, "Lender"), pursuant to which Pledgor has granted to Lender, a security interest in the Collateral as security for the Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Lender's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors

and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Lender, and its successors, transferees and assigns, all of Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of Lender, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Lender has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on August 5, 2015.

KIDROBOT, LLC

By: \_\_\_\_\_  
Joel Weinshanker  
Manager