

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM350791

<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>
WIZKIDS/NECA, LLC		08/05/2015	LIMITED LIABILITY COMPANY: NEW JERSEY
<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: 46</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4585806	DICE BUILDING GAME	
<b>Serial Number:</b>	86570921	ATTACK WING	
<b>Serial Number:</b>	86582401	POP GOES THE SHOP!	
<b>Registration Number:</b>	4323527	PLAYER SELECT	
<b>Registration Number:</b>	4314887	LINKED CUFFS	
<b>Registration Number:</b>	4630009	DICE MASTERS	
<b>Registration Number:</b>	4306853	SHOW YOUR FRIENDS WHO'S THE ULTIMATE PUZ	
<b>Registration Number:</b>	4306852	CONNECT WITH PIECES	
<b>Registration Number:</b>	4426351	CONNECT WITH PIECES	
<b>Registration Number:</b>	4365918	SWITCHCLIX	
<b>Registration Number:</b>	4235389	SHUFFLING THE DECK	
<b>Serial Number:</b>	86684443	HUBSNAPS	
<b>Registration Number:</b>	3392905	MAGE KNIGHT	
<b>Serial Number:</b>	86589190	POCKETMODEL GAME	
<b>Registration Number:</b>	3701976	ACTIONCLIX	
<b>Registration Number:</b>	2780322	HEROCLIX	
<b>Registration Number:</b>	2780323	HEROCLIX	
<b>Registration Number:</b>	2780324	HEROCLIX	
<b>TRADEMARK</b>			

OP \$1165.00 4585806

Property Type	Number	Word Mark
Registration Number:	3694214	HORRORCLIX
Registration Number:	2758469	WIZKIDS
Registration Number:	2785361	WIZKIDS
Registration Number:	4235289	PIRATES OF THE SPANISH MAIN
Registration Number:	4572809	COMBAT DIAL
Registration Number:	3175076	REEL TOYS PRESENTS CULT CLASSICS
Registration Number:	2756233	HEADLITES HANDPAINTED
Registration Number:	2730802	REEL TOYS
Registration Number:	3822890	BATSU
Registration Number:	4097177	DICE BUILDING GAME
Registration Number:	4217978	MAGE KNIGHT
Registration Number:	4296452	TABAPP
Registration Number:	4158826	QUARRIORS
Registration Number:	4300389	NECA
Registration Number:	4437171	TABAPP
Registration Number:	4286359	MAGE KNIGHT
Serial Number:	85812219	DICE BUILDING GAME
Registration Number:	4507216	COMBAT DIAL SYSTEM
Registration Number:	4482310	LINKED CUFFS
Registration Number:	4503304	BEA & DOT BY MODCLOTH
Serial Number:	86018590	DICE MASTERS
Registration Number:	4441156	CONNECT WITH PIECES
Registration Number:	4437172	HEROCLIX TABAPP
Registration Number:	4615014	SCALERS
Registration Number:	4302629	HEROCLIX TABAPP
Registration Number:	4419985	COMBAT DIAL
Registration Number:	3442326	REEL GAMES
Registration Number:	2835352	HEAD KNOCKERS

#### **CORRESPONDENCE DATA**

**Fax Number:** 2165665800

***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***

**Phone:** (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: 30**

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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 WIZKIDS/NECA, LLC, a New Jersey 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.

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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.

WIZKIDS/NECA, LLC

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

Joel Weinshanker  
Manager

## SCHEDULE 1

### Trademarks and Trademark Applications

See attached.

## WIZKIDS/NECA, LLC TRADEMARK PORTFOLIO

TRADEMARK


REEL: 005596 FRAME: 0013

<u>Our File</u>	<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Req. No.</u>	<u>Req. Date</u>	<u>Status</u>	<u>Next Renewal</u>	<u>Classes</u>	<u>Goods</u>
096699-00039	WIZKIDS	Argentina	2360670	11/29/2001	1910409	1/14/2003	Registered	1/14/2023	28 Int.	28 Int. game equipment, namely miniature toy figurines and role playing equipment; collectible toy figurines; toys, games, game pieces and accessories
096699-00040	MAGE KNIGHT	Argentina	2360672	11/29/2001	1910410	1/14/2003	Registered	1/14/2023	28 Int.	28 Int. game equipment, namely miniature toy figurines and role playing equipment; collectible toy figurines; toys, games, game pieces and accessories
096699-00089	HEROCLIX	Argentina	3161995	5/3/2012	3161995	9/13/2013	Registered	9/13/2023	28 Int.	28 Int. game equipment, namely miniature toy figurines and role playing equipment in the nature of game book manuals; collectible toy figurines; role playing games and game pieces and accessories therefor
096699-00061	HEROCLIX	Australia	902923		902923	2/12/2002	Registered	2/12/2022	16 Int., 28 Int.	16 Int. brochures and booklets relating to games; strategy guide books and magazines; printed game instruction sheets; printed scoring sheets; posters; comic books and novels 28 Int. game equipment, namely, miniature toy figurines and role playing equipment; collectible toy figurines; toys, games, game pieces and accessories 35 Int. promoting games and tournaments involving fictional role playing and fictional combat situations 41 Int. organising games and tournaments involving fictional role playing and fictional combat situations
096699-00062	MAGE KNIGHT	Australia	896748	11/30/2001	896748	11/30/2001	Registered	11/30/2021	16 Int., 28 Int., 35 Int., 41 Int.	16 Int. brochures and booklets relating to games; strategy guide books and magazines; printed game instruction sheets; printed scoring sheets; posters; comic books and novels 28 Int. game equipment, namely, miniature toy figurines and role playing equipment; collectible toy figurines; toys, games, game pieces and accessories 35 Int. promoting games and tournaments involving fictional role playing and fictional combat situations 41 Int. organising games and tournaments involving fictional role playing and fictional combat situations
096699-00065	HEROCLIX	Brazil	824402847	2/28/2002	824402847	1/22/2008	Registered	1/22/2018	16 Int.	16 Int. brochures and booklets relating to games; strategy guide books and magazines; printed game instruction sheets; printed scoring sheets; posters; comic books and novels
096699-00065	HEROCLIX	Brazil	824402855	2/28/2002	824402855	3/13/2012	Registered	3/13/2022	28 Int.	28 Int. game equipment, specifically toy statuettes in miniature and equipment for simulation of games simulatin games of attitudes and behavior; collectible pieces of toy statuettes, toys, games, game parts and accessories

## WIZKIDS/NECA, LLC TRADEMARK PORTFOLIO

TRADEMARK

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096699-00042	WIZKIDS	Brazil	824175956	11/29/2001	824175956	4/17/2007	Registered	4/17/2017	28 Int.	28 Int. game equipment, specifically toy statuettes in miniature and equipment for simulation of games (simulating games of attitudes and behavior); collectible pieces of toy statuettes, toys, games, game parts and accessories
096699-00011	HEROCLIX	Canada	1131688	2/18/2002	TMA615583	7/23/2004	Registered	7/23/2019	01 Int., 02 Int.	01 Int. Brochures and booklets relating to games; strategy guide books and magazines; printed game instruction sheets; printed scoring sheets; posters. 02 Int. Game equipment, namely, miniature toy figurines and role playing game equipment; collectible toy figurines; games, namely, role playing games, game pieces and accessories.
096699-00010	MAGE KNIGHT	Canada	1,256,187	5/2/2006	TMA777,285	9/15/2010	Registered	9/15/2025	09 Int., 16 Int., 28 Int., 41 Int.	09 Int.: Prerecorded DVDs and CDs featuring entertainment, namely, motion pictures and musical sound recordings; prerecorded audio and video tapes and prerecorded compact discs featuring music; computer games. 16 Int. Comic books and novels. 28 Int. Game equipment, namely collectible miniature toy figurines and accessories; role playing game equipment in the nature of game book manuals and game pieces and accessories therefor. 41 Int. Entertainment services, namely, producing and distributing motion picture films and videos, television programming, and interactive audiovisual programming; entertainment services, namely, providing online computer games; animation production services; electronic publishing services, namely publication of text graphics, and audio works of others; promotion of games and tournaments involving fictional role playing and fictional combat situations for others.
096699-00095		Canada	1583333	6/22/2012			Pending		28 Int.	28 Int. table-top game comprised of rule book, dice, tokens, and playing pieces, sold as a unit

## WIZKIDS/NECA, LLC TRADEMARK PORTFOLIO

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<u>Our File</u>	<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Req. No.</u>	<u>Req. Date</u>	<u>Status</u>	<u>Next Renewal</u>	<u>Classes</u>	<u>Goods</u>
096699-00098	COMBAT DIAL	Canada	1,588,293	7/31/2012	TMA876,935	5/2/2014	Allowed	5/2/2029	16 Int., 28 Int., 41 Int., 9 Int.	16 Int. brochures and booklets relating to games; strategy guide books relating to games; printed game instruction sheets; posters 28 Int. game equipment, namely, miniature toy figurines and role playing equipment in the nature of game book manuals; collectible toy figurines; role playing games and game pieces and accessories therefor 41 Int. entertainment services, namely, providing online computer games 9 Int. computer game software, programs, and CD-ROMs, DVDs and Blu-ray Discs containing computer games.
096699-00109	TABAP (in Chinese Characters)	China (People's Republic)	11372463	8/20/2012	11372463	1/21/2014	Registered	1/20/2024	28 Int.	28 Int. Miniature toy figurines; game equipment comprised of miniature toy figurines, dice, cards, and rule books sold as a unit.
096699-00107	WIZKIDS (in Chinese Characters)	China (People's Republic)	11429009	8/31/2012	11429009	2/7/2014	Registered	2/6/2024	16 Int.	16 Int. Brochures and booklets relating to games; game strategy guide books and magazines; printed game instruction sheets; printed scoring sheets; posters; comic books and novels.
096699-00107	WIZKIDS (in Chinese Characters)	China (People's Republic)	11429008	8/31/2012	11429008	2/28/2014	Registered	2/27/2024	28 Int.	28 Int. Game equipment; miniature toy figurines; role playing games; role playing equipment in the nature of game book manuals; collectible toy figurines for role playing games.
096699-00105	HEROCLIX (in Chinese Characters)	China (People's Republic)	11429011	8/31/2012	11429011	2/7/2014	Registered	2/6/2024	16 Int.	16 Int. Brochures and booklets relating to role playing games; role playing game strategy guide books and magazines; printed game instruction sheets; printed scoring sheets for role playing games; posters; comic books and novels.
096699-00105	HEROCLIX (in Chinese Characters)	China (People's Republic)	11429010	8/31/2012	11429010	2/28/2014	Registered	2/27/2024	28 Int.	28 Int. Game equipment; collectible miniature toy figurines; role playing equipment in the nature of game book manuals.
096699-00108	WIZKIDS	China (People's Republic)	11416900	8/29/2012	11416900	1/28/2014	Registered	1/27/2024	16 Int.	16 Int. Brochures and booklets relating to games; game strategy guide books and magazines; printed game instruction sheets; printed scoring sheets; posters; comic books and novels.
096699-00108	WIZKIDS	China (People's Republic)	11416899	8/29/2012			Rejected		28 Int.	28 Int. Game equipment; miniature toy figurines; role playing equipment in the nature of game book manuals; collectible toy figurines for role playing games; role playing games.

## WIZKIDS/NECA, LLC TRADEMARK PORTFOLIO

<u>Our File</u>	<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Req. No.</u>	<u>Req. Date</u>	<u>Status</u>	<u>Next Renewal</u>	<u>Classes</u>	<u>Goods</u>
096699-00106	HEROCLIX	China (People's Republic)	11416901	8/29/2012	11416901	1/28/2014	Registered	1/27/2024	16 Int.	16 Int. Brochures and booklets relating to role playing games; role playing game strategy guide books and magazines; printed game instruction sheets; printed scoring sheets for role playing games; posters; comic books and novels.
096699-00106	HEROCLIX	China (People's Republic)	11416902	8/29/2012	11416902	1/28/2014	Registered	1/27/2024	28 Int.	28 Int. Collectible miniature toy figurines; role playing equipment in the nature of game book manuals; game equipment.
096699-00120	REEL TOYS (phonetic equivalent)	China (People's Republic)	11476674	9/12/2012	11476674	2/14/2014	Registered	2/13/2024	28 Int.	28 Int. Toys, namely, action figures and poseable dolls.
096699-00114	REEL TOYS	China (People's Republic)	11476673	9/12/2012			Pending		28 Int.	28 Int. Toys, namely, action figures and poseable dolls.
096699-00115	REEL TOYS (Chinese Translation)	China (People's Republic)	11487916	9/13/2012	11487916	2/21/2014	Registered	2/20/2024	28 Int.	28 Int. Toys, namely, action figures and poseable dolls.
096699-00112	NECA (in Chinese Characters)	China (People's Republic)	11810491	11/28/2012	11810491	5/7/2014	Registered	5/6/2024	09 Int..	9 Int.. computer game software and programs.
096699-00112	NECA (in Chinese Characters)	China (People's Republic)	11810490	11/28/2012	11810490	5/7/2014	Registered	5/6/2024	25 Int.	25 Int. hats; gloves; scarves; bandannas; ties; wrist bands; wrist cuffs; headbands; t-shirts; sweatshirts; denim shirts; polo shirts; jackets; and caps
096699-00112	NECA (in Chinese Characters)	China (People's Republic)	11810489	11/28/2012	11810489	5/7/2014	Registered	5/6/2024	28 Int.	28 Int. Card games; board games; dice games; tabletop games; role playing games; collectible toy figurines; plush toys; dolls; toy figures; toy model hobby craft kits; toy model figures; puzzles; snow globes; costume masks; jack-in-the-boxes; toy vehicles; inflatable toys; wind-up toys; game equipment; action figures; Christmas tree ornaments; toy model replicas of movie, tv, and entertainment props, namely, replica masks, jewelry, accessories, weapons, dolls, figures, plush models, wallets, signs, and lamps; collectible toy shaving kits; collectible miniature toy figurines; role playing equipment in the nature of game book manuals.



## WIZKIDS/NECA, LLC TRADEMARK PORTFOLIO

<u>Our File</u>	<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Next Renewal</u>	<u>Classes</u>	<u>Goods</u>
096699-00112	NECA (in Chinese Characters)	China (People's Republic)	11880542	12/12/2012	11880542	5/28/2014	Registered	5/27/2024	35 Int.	35 Int. Advertising, marketing and promotion services; dissemination of advertising for others via the internet; specialty merchandising services, namely, promoting the goods and services of others through the distribution of customized advertising materials, namely, clothing, headwear, footwear, beverageware, aprons, magnets, buttons, jewelry, key-chains, lunch boxes, bedding, prop replicas, bags, accessories for computers and mobile devices, ornaments, calendars, toys, board games, dice games, card games, tabletop games, puzzles, collectible figurines, action figures, clocks, watches, home lighting, books, framed prints, greeting cards, stationery, journals, license plate frames, tile boxes, tile coasters, oval and round keepsakes, postcards, stickers, and posters.
096699-00111	NECA	China (People's Republic)	11810493	11/28/2012	11810493	5/7/2014	Registered	5/6/2024	25 Int.	25 Int. hats; gloves; scarves; bandannas; ties; wrist bands; wrist cuffs; headbands; t-shirts; sweatshirts; denim shirts; polo shirts; jackets; and caps
096699-00111	NECA	China (People's Republic)	11810492	11/28/2012	11810492	5/7/2014	Registered	5/6/2024	28 Int.	28 Int. Card games; board games; dice games; tabletop games; role playing games; collectible toy figurines; plush toys; dolls; toy figures; toy model hobby craft kits; toy model figures; puzzles; snow globes; costume masks; jack-in-the-boxes; toy vehicles; inflatable toys; action figures; Christmas tree ornaments; wind-up toys; toy model replicas of movie, tv, and entertainment props, namely, replica masks, jewelry, accessories, weapons, dolls, figures, plush models, wallets, signs, and lamps; collectible toy shaving kits; collectible miniature toy figurines; game equipment; role playing equipment in the nature of game book manuals.

## WIZKIDS/NECA, LLC TRADEMARK PORTFOLIO

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<u>Our File</u>	<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Req. No.</u>	<u>Req. Date</u>	<u>Status</u>	<u>Next Renewal</u>	<u>Classes</u>	<u>Goods</u>
096699-00111	NECA	China (People's Republic)	11880541	12/12/2012			Rejected		35 Int.	35 Int. specially merchandising services, namely, promoting the goods and services of others through the distribution of customized advertising materials, namely, clothing, headwear, footwear, beverageware, aprons, magnets, buttons, jewelry, key-chains, lunch boxes, bedding, prop replicas, bags, accessories for computers and mobile devices, ornaments, calendars, toys, board games, dice games, card games, tabletop games, puzzles, collectible figurines, action figures, clocks, watches, home lighting, books, framed prints, greeting cards, stationery, journals, license plate frames, tile boxes, tile coasters, oval and round keepsakes, postcards, stickers, and posters; advertising, marketing and promotion services; dissemination of advertising for others via the internet;
096699-00052	HEROCLIX	European Community	2812097	8/13/2002	2812097	12/17/2003	Registered	8/13/2022	09 Int., 16 Int., 28 Int.	09 Int.. Prerecorded audio and video tapes, compact discs, and DVDs; computer game cartridges, discs, software, and programs. 16 Int. Brochures and booklets relating to games; strategy guide books and magazines; printed game instruction sheets; printed scoring sheets; posters; comic books, and novels. Game equipment, namely, miniature toy figurines and role playing game equipment; collectible toy figurines; games, namely, role playing games, game pieces and accessories. 28 Int. Game equipment, namely miniature toy figurines and role playing equipment; collectible toy figurines; toys, games, game pieces, and accessories.
096699-00050	MAGE KNIGHT	European Community	2488344	12/3/2001	2488344	2/19/2003	Registered	12/3/2021	16 Int., 28 Int., 41 Int.	16 Int. brochures and booklets relating to games; strategy guide books and magazines; printed game instruction sheets; printed scoring sheets; posters; comic books and novels 28 Int. game equipment, namely miniature toy figurines and role playing equipment; collectible toy figurines; toys, games, game pieces and accessories 41 Int. organizing and promoting games and tournaments involving fictional role playing and fictional combat situations


# WIZKIDS/NECA, LLC TRADEMARK PORTFOLIO

Our File	Trademark	Country	App. No.	Filing Date	Req. No.	Req. Date	Status	Next Renewal	Classes	Goods
096699-00051	WIK GAMES (Stylized)	European Community	2614428	3/12/2002	2614428	6/25/2003	Registered	3/12/2012	16 Int., 28 Int.	16 Int. Brochures and booklets relating to games; strategy guide books and magazines; printed game instruction sheets; printed scoring sheets; posters; comic books and novels. 28 Int. Game equipment, namely miniature toy figurines and role playing equipment; collectible toy figurines; toys, games, game pieces and accessories
096699-00148	DICE MASTERS	Int'l Registration - Madrid Protocol Only - Designated Countries: Australia, European Union, Japan and Singapore	IA0040484	1/24/2014	1,193,976	1/24/2014	Registered	1/24/2024	09 Int., 28 Int.	09 Int.. Interactive game programs; Interactive game software 28 Int. Tabletop games.
096699-00150	SCALERS	Int'l Registration - Madrid Protocol Only = Designated Countries: Australia, European Union, Japan, Korea and Singapore	IA0041069	2/27/2014	1,202,475	2/27/2014	Registered	2/27/2024	09 Int..	09 Int.. Decorative electrical cord and cable accessories for decorating and organizing the electrical cords and cables of computers, electronics, mobile devices and appliances, namely cord catchers in the nature of specially adapted or fitted organizers, cord identifiers in the nature of specially adapted or fitted clips, and specially adapted or fitted cord covers in the shape of miniature figures all designed specifically for identifying, securing, bundling, grouping, wrapping, concealing, catching, organizing, and holding cords and cables in a decorative manner
096699-00177	ATTACK WING	Int'l Registration - Madrid Protocol Only - Designated Countries: Australia and European Union	IA0051979	7/24/2015			Pending	7/24/2025	28 Int.	28 Int. Tabletop games.

## WIZKIDS/NECA, LLC TRADEMARK PORTFOLIO

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<u>Our File</u>	<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Req. No.</u>	<u>Req. Date</u>	<u>Status</u>	<u>Next Renewal</u>	<u>Classes</u>	<u>Goods</u>
096699-00180	MAGE KNIGHT	Int'l Registration - Madrid Protocol Only - Designated Countries: European Union	A0028808	3/13/2012	1117615	3/13/2012	Registered	3/13/2022	16 Int., 28 Int.	16 Int. brochures and booklets relating to games; strategy guide books relating to games; printed game instruction sheets; posters; comic books and novels 28 Int. game equipment, namely miniature toy figurines and role playing equipment in the nature of game book manuals; collectible toy figurines; role playing games and game pieces and accessories therefor
096699-00183	WIZKIDS	Int'l Registration - Madrid Protocol Only - Designated Country: European Union	A0029271	4/11/2012	1116369	4/11/2012	Registered	4/11/2022	16 Int., 28 Int.	16 Int. Brochures and booklets relating to games; game strategy guide books and magazines; printed game instruction sheets; printed scoring sheets; posters; comic books and novels 28 Int. Game equipment, namely, miniature toy figurines and role playing equipment in the nature of game book manuals; collectible toy figurines for role playing games; and role playing games and game pieces and accessories therefor
096699-00097		Int'l Registration - Madrid Protocol Only - Designated Countries: Australia and European Union	A0030457	6/22/2012	1128630	6/22/2012	Registered	6/22/2022	28 Int.	28 Int. table-top game comprised of rule book, dice, tokens, and playing pieces, sold as a unit
096699-00010	COMBAT DIAL	Int'l Registration - Madrid Protocol Only - Designated Countries: Australia and European Union	A0031069	7/31/2012	1132486	7/31/2012	Registered	7/31/2022	16 Int., 28 Int., 9 Int.	16 Int. brochures and booklets relating to games; strategy guide books relating to games; printed game instruction sheets; posters 28 Int. game equipment, namely, miniature toy figurines and role playing equipment in the nature of game book manuals; collectible toy figurines; role playing games and game pieces and accessories therefor 9 Int. computer game software, programs, and discs

## WIZKIDS/NECA, LLC TRADEMARK PORTFOLIO

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<u>Our File</u>	<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Req. No.</u>	<u>Req. Date</u>	<u>Status</u>	<u>Next Renewal</u>	<u>Classes</u>	<u>Goods</u>
096699-00104	TABAPP	Int'l Registration - Madrid Protocol Only - Designated Countries: China and European Union	A0031225	8/10/2012	1131990	8/10/2012	Registered	8/10/2022	28 Int.	28 Int. miniature toy figurines; game equipment comprised of miniature toy figurines, dice, cards, and rule books sold as a unit
096699-00141		Int'l Registration - Madrid Protocol Only = Designated Country: European Union	A0036628	6/28/2013	1,169,480	6/28/2013	Registered	6/28/2023	28 Int., 9 Int.	28 Int. Board games; Card games; Dice games; Game equipment, namely, collectible miniature toy figurines and accessories therefore, and game manuals all sold as a unit; collectible miniature toy figures 9 Int. Interactive game programs; Interactive game software
096699-00142		Int'l Registration - Madrid Protocol Only - Designated Country: European Union	A0036630	6/28/2013	1,169,662	6/28/2013	Registered	6/28/2023	28 Int., 9 Int.	28 Int. Board games; Card games; Dice games; Game equipment, namely, collectible miniature toy figurines and accessories therefore, and game manuals all sold as a unit; collectible miniature toy figures 9 Int. Interactive game programs; Interactive game software
096699-000140	TRAINS AND STATIONS	Int'l Registration - Madrid Protocol Only - Designated Country: European Union	A0036733	7/8/2013	1171476	7/8/2013	Registered	7/8/2023	28 Int.	28 Int. Tabletop games
096699-00057	CONSTRUCTIBLE STRATEGY GAME	Japan	2004-075235	8/13/2004	4852502	4/1/2005	Registered	4/1/2025	28 Int.	28 Int. table-top game comprised of rule book, dice, tokens, and playing pieces, sold as a unit

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<u>Our File</u>	<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Req. No.</u>	<u>Req. Date</u>	<u>Status</u>	<u>Next Renewal</u>	<u>Classes</u>	<u>Goods</u>
096699-00058	HEROCLIX	Japan	2004-109207	11/30/2004	4937238	3/17/2006	Registered	3/17/2016	28 Int.	28 Int. game equipment, namely, collectible miniature toy figurines and accessories, and role playing equipment in the nature of game book manuals
096699-00059	MAGE KNIGHT	Japan	2001-082196	9/11/2001	4629511	12/13/2002	Registered	12/13/2022	16 Int., 28 Int.	16 Int. manuals for role playing games; other brochures, booklets, instruction sheets, and scoring sheets relating to games; strategy guide books and magazines; posters; comic books and novel books; other printed matter; papers; packaging containers of paper; food wrapping film for household use; garbage bags of paper; garbage bags of plastics; hygienic paper; dressmaking patterns; table cloths of paper; table napkins of paper; towels of paper; hand towels of paper; paper banners; flags of paper; handkerchiefs of paper; blinds of paper; babies diapers of paper/babies napkins of paper; tailors chalk; baggage labels; calligraphy and paintings; photographs; photograph stands; playing cards; stationery; adhesives for stationery or household purposes; blueprinting machines; addressing machines; printers registers; inking ribbons/typewriter ribbons; printing types; hectograph duplicating machines; automatic stamp applying machines; electric staplers; envelope sealing machines for offices; stamp obliterating machines; drawing instruments/drawing materials; paintbrushes; typewriters; checkwriters; mimeographs; letterpress duplicating machines; paper shredders; sealing wax; marking templates; postal frankers; rotary duplicators; indoor aquaria and their fittings 28 Int. miniature toy figurines; toy figurines; other toys; role playing games; other game equipment; parts and accessories for game equipments; game machines; go game equipment; shogi game equipment; dice; sugoroku games (Japanese parchees); dice cups; diamond games; chess games; checkers; conjuring apparatus; dominoes; mahjong equipment; billiard equipment; dolls; toys for domestic pets; sporting and gymnastic implements; wax for skis; fishing tackle

## WIZKIDS/NECA, LLC TRADEMARK PORTFOLIO

<u>Our File</u>	<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Req. No.</u>	<u>Req. Date</u>	<u>Status</u>	<u>Next Renewal</u>	<u>Classes</u>	<u>Goods</u>
096699-00044	HEROCLIX	Mexico		2/11/2002	752536	6/27/2002	Registered	2/11/2022	28 Int.	28 Int. games; toys; game equipment included in this class known as collectibles; collectible toy figurines; miniature toys; game pieces and accessories
096699-00043	HEROCLIX	Mexico		2/11/2002	752537	6/27/2002	Registered	2/11/2022	16 Int.	16 Int. brochures and pamphlets related to games; strategy and guide magazines and books; printed instruction sheets; printed scoring sheets; posters; printed novels and comic books
096699-00099	COMBAT DIAL	Mexico	1,296,655	8/1/2012	1333756	11/29/2012	Registered	8/1/2022	09 Int..	09 Int.. computer game software, programs, and discs
096699-00099	COMBAT DIAL	Mexico	1,296,656	8/1/2012	1333757	11/29/2012	Registered	8/1/2022	16 Int.	16 Int. brochures and booklets relating to games; strategy guide books relating to games; printed game instruction sheets; posters
096699-00099	COMBAT DIAL	Mexico	1,296,657	8/1/2012	1,383,622	7/19/2013	Registered	8/1/2022	28 Int.	28 Int. game equipment, namely, miniature toy figurines and role playing equipment in the nature of game book manuals, all sold as a unit; collectible toy figurines; role playing games and game pieces and accessories therefor
096699-00099	COMBAT DIAL	Mexico	1,296,660	8/1/2012	1333758	11/29/2012	Registered	8/1/2022	41 Int.	41 Int. entertainment services, namely, providing online computer games
096699-00102	MAGE KNIGHT	Mexico	1,300,286	8/15/2012	1,383,632	7/19/2013	Registered	8/15/2022	28 Int.	28 Int. Game equipment, namely miniature toy figurines and collectible toy figurines; role playing games and game pieces and accessories therefor.
096699-00033	WIZKIDS	New Zealand	649366	11/29/2001	649366	11/29/2001	Registered	11/29/2018	16 Int.	16 Int. brochures and booklets relating to games; strategy guide books and magazines; printed game instruction sheets; printed scoring sheets; posters; comic books and novels
096699-00034	WIZKIDS	New Zealand	649367	11/29/2001	649367	11/29/2001	Registered	11/29/2018	28 Int.	28 Int. game equipment, namely miniature toy figurines and role playing equipment; collectible toy figurines; toys, games, game pieces and accessories
096699-00053	MAGE KNIGHT	Norway		12/3/2001	214531	5/30/2002	Registered	5/30/2022	16 Int., 28 Int.	16 Int. brochures and booklets relating to games; strategy guide books and magazines; printed game instruction sheets; printed scoring sheets; posters; comic books and novels 28 Int. game equipment; namely miniature toy figurines and role playing equipment; collectible toy figurines; toys, games, game pieces and accessories

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## WIZKIDS/NECA, LLC TRADEMARK PORTFOLIO

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<u>Our File</u>	<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Req. No.</u>	<u>Req. Date</u>	<u>Status</u>	<u>Next Renewal</u>	<u>Classes</u>	<u>Goods</u>
096699-00054	WIZKIDS	Norway		12/3/2001	214530	5/30/2002	Registered	5/30/2022	16 Int., 28 Int.	16 Int. brochures and booklets relating to games; strategy guide books and magazines; printed game instruction sheets; printed scoring sheets; posters; comic books and novels 28 Int. game equipment, namely miniature toy figurines and role playing equipment; collectible toy figurines; toys, games, game pieces and accessories
096699-00064	MAGE KNIGHT	Peru	139635	11/30/2001	79810	4/25/2002	Registered	4/25/2022	28 Int.	28 Int. game equipment, namely miniature toy figurines and role playing equipment; collectible toy figurines; toys, games, game pieces and accessories
096699-00085	HEROCLIX	Peru	492228	5/3/2012			Published		28 Int.	28 Int. role playing games and game pieces and accessories therefor (included in this class)
096699-00123	<b>NECA</b>	Peru	510007-2012	10/5/2012	75915	4/8/2013	Registered	4/8/2023	35 Int.	35 Int. Specialty merchandising services, namely, promoting the goods and services of others through the distribution of customized advertising materials, namely, clothing, headwear, footwear, beverageware, aprons, magnets, buttons, jewelry, key-chains, lunch boxes, bedding, prop replicas, bags, accessories for computers and mobile devices, ornaments, calendars, toys, board games, dice games, card games, tabletop games, puzzles, collectible figurines, action figures, clocks, watches, home lighting, books, framed prints, greeting cards, stationery, journals, license plate frames, tile boxes, tile coasters, oval and round keepsakes, postcards, stickers, and posters; Advertising, marketing and promotion services; Dissemination of advertising for others via the internet; Wholesale store services featuring clothing, headwear, footwear, beverageware, aprons, magnets, buttons, jewelry, key-chains, lunch boxes, bedding, prop replicas, bags, accessories for computers and mobile devices, ornaments, calendars, toys, board games, dice games, card games, tabletop games, puzzles, collectible figurines, action figures, clocks, watches, home lighting, books, framed prints, greeting cards, stationery, journals, license plate frames, tile boxes, tile coasters, oval and round keepsakes, postcards, stickers, and posters




# WIZKIDS/NECA, LLC TRADEMARK PORTFOLIO

<u>Our File</u>	<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Req. No.</u>	<u>Req. Date</u>	<u>Status</u>	<u>Next Renewal</u>	<u>Classes</u>	<u>Goods</u>
096699-00055	MAGE KNIGHT	Russian Federation	2001740386	12/21/2001	248216	6/4/2003	Registered	12/21/2021	16 Int., 28 Int.	16 Int. brochures and booklets relating to games; strategy guide books and magazines; printed game instruction sheets; printed scoring sheets; posters; comic books and novels 28 Int. game equipment; namely miniature toy figurines and role playing equipment; collectible toy figurines; toys, games, game pieces and accessories
096699-00056	WIZKIDS	Russian Federation	2001740387	12/21/2001	247607	5/29/2003	Registered	12/21/2021	28 Int.	28 Int. game equipment; namely, collectible toy figurines, miniature toy figurines and role playing equipment
096699-00035	MAGE KNIGHT	Taiwan	94020827	5/3/2005	1199060	3/1/2006	Registered	2/29/2016	41 Int.	41 Int. Entertainment services, namely, providing online computer games.
096699-00007	MAGE KNIGHT	Taiwan	92013361	3/19/2003	1081229	1/16/2004	Registered	1/15/2014	28 Int.	28 Int. game equipment; namely miniature toy figurines and role playing equipment; collectible toy figurines; toys, games, game pieces and accessories
096699-00045	HEROCLIX	United Arab Emirates	47931	6/4/2002	39559	5/10/2003	Registered	6/3/2012	16 Int.	16 Int. brochures and booklets relating to games; strategy guide books and magazines; printed game instruction sheets; printed scoring sheets; posters; comic books and novels
096699-00046	HEROCLIX	United Arab Emirates	47932	6/4/2002	38957	5/1/2003	Registered	6/3/2012	28 Int.	28 Int. game equipment; namely miniature toy figurines and role playing equipment; collectible toy figurines; toys, games, game pieces and accessories; electronic games
096699-00008	HEROCLIX	United States	85/982,219	12/28/2012	4,585,806	8/12/2014	Registered	8/12/2024	28 Int.	28 Int. Board games; Card games; Dice games; Game equipment; namely, collectible miniature toy figurines and accessories therofore, and game manuals all sold as a unit; collectible miniature toy figures
096699-00008	ATTACK WING	United States	86/570,921	3/20/2015			Published		28 Int.	28 Int. Tabletop games
096699-00008	POP! GIGAP	United States	86/582,401	3/31/2015			Pending		35 Int.	35 Int. On-line retail store services featuring movies, books, music, toys, games, consumer electronics, licensed consumer goods, and general consumer goods. Retail stores featuring movies, books, music, toys, games, consumer electronics, licensed consumer goods, and general consumer goods
096699-00008	PLAYER SELECTION	United States	85/698,415	8/8/2012	4,323,527	4/23/2013	Registered	4/23/2023	28 Int.	28 Int. Prop replicas in the nature of toy weapons; action figures; dolls.





## WIZKIDS/NECA, LLC TRADEMARK PORTFOLIO

TRADEMARK

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<u>Our File</u>	<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Req. No.</u>	<u>Req. Date</u>	<u>Status</u>	<u>Next Renewal</u>	<u>Classes</u>	<u>Goods</u>
096699-00008	LINKED CUFFS	United States	85/663,809	6/28/2012	4,314,887	4/2/2013	Registered	4/2/2023	14 Int.	14 Int. Bracelets
096699-00008	DICE MASTERS	United States	86/975,226	7/24/2013	4,630,009	10/28/2014	Registered	10/28/2024	28 Int.	28 Int. Tabletop games
096699-00008	SHOW YOUR FRIENDS WHOS THE ULTIMATE PUZZLER	United States	85/978,401	6/28/2012	4,306,853	3/19/2013	Registered	3/19/2023	28 Int.	28 Int. Board games; Card games; Dice games; Puzzle games
096699-00008	CONNECT WITH PIECES	United States	85/978,400	6/28/2012	4,306,852	3/19/2013	Registered	3/19/2023	28 Int.	28 Int. Board games; Card games; Dice games; Puzzle games.
096699-00008	CONNECT WITH PIECES	United States	85/663,869	6/28/2012	4,426,351	10/29/2013	Registered	10/29/2023	09 Int..	09 Int.. Interactive game programs; Interactive game software
096699-00008	SWITCHCLIX	United States	85/663,781	6/28/2012	4,365,918	7/9/2013	Registered	7/9/2023	28 Int.	28 Int. Collectible miniature toy figures and accessories therefor; Game equipment comprised of miniature toy figurines and dice sold separately and as a unit
096699-00008	SHUFFLING THE DECK	United States	85/455,72	2/17/2012	4,235,389	10/30/2012	Registered	10/30/2022	28 Int.	28 Int. Turn-based strategy card games.
096699-00008		United States	86/684,443	7/6/2015			Pending		28 Int.	28 Int. Collectible miniature toys.
096699-00018	MAGE KNIGHT	United States	78/621,223	5/2/2005	3,392,905	3/4/2008	Registered	3/4/2018	09 Int..	09 Int.. computer game software, programs, and discs; interactive multimedia computer game software, programs, and discs
096699-00025	POCKETMODEL GAME	United States	86/589,190	4/7/2015			Pending		28 Int.	28 Int. Tabletop games.
096699-00012	ACTIONCLIX	United States	77/097,326	2/1/2007	3,701,976	10/27/2009	Registered	10/27/2019	28 Int.	28 Int. role playing games and game pieces and accessories therefor; collectible toy figurines; game equipment comprised of miniature toy figurines, dice, cards, and rule book sold as a unit
096699-00014	HEROCLIX	United States	76/351,182	12/18/2001	2,780,322	11/4/2003	Registered	11/4/2023	16 Int.	16 Int. brochures and booklets relating to role playing games; role playing game strategy guide books and magazines; printed game instruction sheets; printed scoring sheets for role playing games; posters; comic books and novels
096699-00015	HEROCLIX	United States	76/351,183	12/18/2001	2,780,323	11/4/2003	Registered	11/4/2023	25 Int.	25 Int. Clothing, namely, t-shirts, sweatshirts, denim shirts, polo shirts, jackets, and caps


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<u>Our File</u>	<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Req. No.</u>	<u>Req. Date</u>	<u>Status</u>	<u>Next Renewal</u>	<u>Classes</u>	<u>Goods</u>
096699-00016	HEROCLIX	United States	76/351,184	12/18/2001	2,780,324	11/4/2003	Registered	11/4/2023	28 Int.	28 Int. game equipment, namely, collectible miniature toy figurines and accessories, and role playing equipment in the nature of game book manuals
096699-00017	HORRORCLIX	United States	78/732,912	10/13/2005	3,694,214	10/6/2009	Registered	10/6/2019	28 Int.	28 Int. role playing games and game pieces and accessories thereof; collectible toy figurines; game equipment comprised of miniature toy figurines, dice, cards, and rule book sold as a unit
096699-00022	WIZKIDS	United States	76/439,442	8/12/2002	2,758,469	9/2/2003	Registered	9/2/2023	16 Int.	16 Int. Brochures and booklets relating to games; game strategy guide books and magazines; printed game instruction sheets; printed scoring sheets; posters; comic books and novels
096699-00021	WIZKIDS	United States	76/223,153	3/12/2001	2,785,361	11/25/2003	Registered	11/25/2023	28 Int.	28 Int. game equipment, namely, miniature toy figurines and role playing equipment in the nature of game book manuals; collectible toy figurines for role playing games; and role playing games and game pieces and accessories therefor
096699-00026		United States	85/502,233	12/22/2011	4,235,289	10/30/2012	Registered	10/30/2022	28 Int.	28 Int. table-top game comprised of rule book, dice, tokens, playing pieces, and rule books, all sold as a unit.
096699-00078	COMBAT DIAL (Parent)	United States	85/531,612	2/1/2012	4,572,809	7/22/2014	Registered	7/22/2024	9 Int.	9 Int. computer game software
096699-00101		United States	78/514,397	11/10/2004	3,175,076	11/21/2006	Registered	11/21/2016	28 Int.	28 Int. toys, namely action figures
096699-00117		United States	78/160,368	9/4/2002	2,756,233	8/26/2003	Registered	8/26/2023	11 Int.	11 Int. decorative electric lights for everyday or holiday use
096699-00103		United States	78/105,098	1/27/2002	2,730,802	6/24/2003	Registered	6/24/2023	28 Int.	28 Int. PVC toys, namely, action figures and poseable dolls

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096699-00008		United States	777721,578	4/24/2009	3,822,890	7/20/2010	Registered	7/20/2020	28 Int.	28 Int. collectible toy figures
096699-00008	DICE BUILDING GAME	United States	85/274,454	3/23/2011	4,097,177	2/7/2012	Registered	2/7/2022	28 Int.	28 Int. board games; card games; dice games
096699-00091	MAGE KNIGHT	United States	85/976,776	3/5/2012	4,217,978	10/2/2012	Registered	10/2/2022	28 Int.	28 Int. game equipment, namely miniature toy figurines and role playing equipment in the nature of game book manuals; collectible toy figurines; role playing games and game pieces and accessories therefor
096699-00092	HEROCLIX (U.S. CUSTOMS)	United States		5/21/2012	TMK12-0045	5/24/2012	Registered	11/4/2023	28 Int.	28 Int. game equipment, namely, collectible miniature toy figurines and accessories, and role playing equipment in the nature of game book manuals
096699-00090	HEROCLIX (U.S. CUSTOMS)	United States		5/21/2012	TMK12-0045	5/24/2012	Registered	11/4/2023	16 Int.	16 Int. brochures and booklets relating to role playing games; printed game instruction sheets; printed scoring sheets for role playing games; posters; comic books and novels
096699-00008	TABAPP	United States	85/539,399	2/10/2012	4,296,452	2/26/2013	Registered	2/26/2023	28 Int.	28 Int. miniature toy figurines; game equipment comprised of miniature toy figurines, dice, cards, and rule books sold as a unit
096699-00008	QUARRIORS	United States	85274416	3/23/2011	4158826	6/12/2012	Registered	6/12/2022	28 Int.	28 Int. Board games; Card games; Dice games

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96699-00116	<b>NECA</b>	United States	85/590,422	4/5/2012	4,300,389	3/12/2013	Registered	3/12/2023	35 Int., 40 Int.	35 Int. Specialty merchandising services, namely, promoting the goods and services of others through the distribution of customized advertising materials, namely, clothing, headwear, footwear, beverageware, aprons, magnets, buttons, jewelry, key-chains, lunch boxes, bedding, prop replicas, bags, accessories for computers and mobile devices, ornaments, calendars, toys, board games, dice games, card games, tabletop games, puzzles, collectible figurines, action figures, clocks, watches, home lighting, books, framed prints, greeting cards, stationery, journals, license plate frames, tile boxes, tile coasters, oval and round keepsakes, postcards, stickers, and posters; Advertising, marketing and promotion services; Dissemination of advertising for others via the internet; Wholesale store services featuring clothing, headwear, footwear, beverageware, aprons, magnets, buttons, jewelry, key-chains, lunch boxes, bedding, prop replicas, bags, accessories for computers and mobile devices, ornaments, calendars, toys, board games, dice games, card games, tabletop games, puzzles, collectible figurines, action figures, clocks, watches, home lighting, books, framed prints, greeting cards, stationery, journals, license plate frames, tile boxes, tile coasters, oval and round keepsakes, postcards, stickers, and posters 40 Int. Manufacturing of goods, namely, clothing, headwear, footwear, beverageware, aprons, magnets, buttons, jewelry, key-chains, lunch boxes, bedding, prop replicas, bags, accessories for computers and mobile devices, ornaments, calendars, toys, board games, dice games, card games, tabletop games, puzzles, collectible figurines, action figures, clocks, watches, home lighting, books, framed prints, greeting cards, stationery, journals, license plate frames, tile boxes, tile coasters, oval and round keepsakes, postcards, stickers, and posters
096699-00008	TABAPP	United States	85/586,162	4/2/2012	4,437,171	11/19/2013	Registered	11/19/2023	09 Int.	09 Int.. Computer software for communicating with users of hand-held computers; Interactive game software; Interfaces and peripheral devices for computers

## WIZKIDS/NECA, LLC TRADEMARK PORTFOLIO

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<u>Our File</u>	<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Req. No.</u>	<u>Req. Date</u>	<u>Status</u>	<u>Next Renewal</u>	<u>Classes</u>	<u>Goods</u>
096699-00113	WIZKIDS (U.S. CUSTOMS)	United States		8/27/2012	TMK12-0101	8/30/2012	Registered	11/25/2023	28 Int.	28 Int. game equipment, namely, miniature toy figurines and role playing equipment in the nature of game book manuals; collectible toy figurines for role playing games; and roleplaying games and game pieces and accessories therefor
096699-00113	WIZKIDS (U.S. CUSTOMS)	United States		8/27/2012	TMK12-0104	8/30/2012	Registered	9/2/2023	16 Int.	16 Int. brochures and booklets relating to games; game strategy guide books and magazines; printed game instruction sheets; printed scoring sheets; posters; comic books and novels
096699-00110	REEL TOYS & DESIGN (U.S. CUSTOMS)	United States		9/17/2012	TMK 12-0108	9/21/2012	Registered	6/24/2023	28 Int.	28 Int. PVC toys, namely, action figures and poseable dolls
096699-00121		United States	85/977,727	3/5/2012	4,286,359	2/5/2013	Registered	2/5/2023	28 Int.	28 Int. game equipment, namely miniature toy figurines and role playing equipment in the nature of game book manuals; collectible toy figurines; role playing games and game pieces and accessories therefor
096699-00163		United States	85/812,219	12/28/2012			Allowed		9 Int.	9 Int. Interactive game programs; Interactive game software
096699-00008		United States	85/812,203	12/28/2012	4,507,216	4/1/2014	Registered	4/1/2024	28 Int., 9 Int.	28 Int. Board games; Card games; Dice games; Game equipment, namely, collectible miniature toy figurines and accessories therefor; and game manuals all sold as a unit; collectible miniature toy figures 9 Int. Interactive game programs; Interactive game software
096699-00008		United States	85/782,398	11/19/2012	4,482,310	2/11/2014	Registered	2/11/2024	14 Int.	14 Int. bracelets
096699-00008	TRAINS AND STATIONS	United States	85/843,792	2/7/2013	4,503,304	3/25/2014	Registered	3/25/2024	28 Int.	28 Int. Tabletop games
096699-00164	DICE MASTERS	United States	86/018,590	7/24/2013			Allowed		09 Int.	09 Int.. Interactive game programs; Interactive game software
096699-00008		United States	85/698,532	8/8/2012	4,441,156	11/26/2013	Registered	11/26/2023	09 Int., 28 Int.	09 Int.. Interactive game programs; Interactive game software 28 Int. Board games; Card games; Dice games; Puzzle games

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<u>Our File</u>	<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Req. No.</u>	<u>Req. Date</u>	<u>Status</u>	<u>Next Renewal</u>	<u>Classes</u>	<u>Goods</u>
096699-00008	HEROCLIX TABAPP	United States	85/586,177	4/2/2012	4,437,172	11/19/2013	Registered	11/19/2023	09 Int..	09 Int.. Interactive game software; interfaces and peripheral devices for computers
096699-00008	SCALERS	United States	86/054,279	9/3/2013	4,615,014	9/30/2014	Registered	9/30/2024	09 Int..	09 Int.. Decorative electrical cord and cable accessories for decorating and organizing the electrical cords and cables of computers, electronics, mobile devices and appliances, namely cord catchers in the nature of specially adapted or fitted organizers, cord identifiers in the nature of specially adapted or fitted clips, and specially adapted or fitted cord covers in the shape of miniature figures all designed specifically for identifying, securing, bundling, grouping, wrapping, concealing, catching, organizing, and holding cords and cables in a decorative manner
096699-00008	HEROCLIX TABAPP	United States	85/539,423	2/10/2012	4,302,629	3/12/2013	Registered	3/12/2023	28 Int..	28 Int.. Miniature toy figurines; game equipment comprised of miniature toy figurines, dice, cards, and rule books sold as a unit.
096699-00078	COMBAT DIAL (Child)	United States	85/980,092	2/1/2012	4,419,985	10/15/2013	Registered	10/15/2023	16 Int., 28 Int..	16 Int. brochures and booklets relating to games; strategy guide books relating to games; printed game instruction sheets; posters 28 Int. game equipment, namely, miniature toy figurines and role playing equipment in the nature of game book manuals, all sold as a unit; collectible toy figurines; role playing games and game pieces and accessories therefor
096699-00004		United States	78/624,596	5/6/2005	3,442,326	6/3/2008	Registered	6/3/2018	28 Int..	28 Int. games, namely, board games
096699-00158	HEAD KNOCKERS	United States	78/074,957	7/20/2001	2,835,352	4/20/2004	Registered	4/20/2024	28 Int..	28 Int. toy action figures

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 WIZKIDS/NECA, LLC, A NEW JERSEY 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, WIZKIDS/NECA, LLC, a New Jersey 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.

WIZKIDS/NECA, LLC

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