

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361153

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Funko, LLC		10/30/2015	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Serial Number:	76235991	WACKY WOBBLER	
Serial Number:	76693112	IDOLZ TOYS	
Serial Number:	76696792	IDOLZ	
Serial Number:	78658735	FUNKO	
Serial Number:	85816155	MYSTERY MINIS	
Serial Number:	85816717	BOXOS	
Serial Number:	86269305	POP!	
Serial Number:	86443018	DORBZ	
Serial Number:	86465677	MOPEEZ	
Serial Number:	86508156	VINYL IDOLZ	
Serial Number:	86453173	VINYL SUGAR	
Serial Number:	86464458	SUPER DELUXE	
Serial Number:	86670380	COLLECTOR CORPS	
Serial Number:	86650782	HIKARI	
Serial Number:	86650785	VINYL VIXENS	
Serial Number:	86650788	FABRIKATIONS	
Serial Number:	86677917	POP!	
Serial Number:	86677921	FUNKO	
Serial Number:	86677927	POP!	
TRADEMARK			

CH \$790.00 76235991

Property Type	Number	Word Mark
Serial Number:	86677933	POP!
Serial Number:	86677936	FUNKO
Serial Number:	86677940	DORBZ
Serial Number:	86677943	MYSTERY MINIS
Serial Number:	86677945	VINYL IDOLZ
Serial Number:	86677947	VINYL SUGAR
Serial Number:	86677950	MOPEEZ
Serial Number:	86677958	HIKARI
Serial Number:	86677962	VINYL VIXENS V
Serial Number:	86677964	DORBZ
Serial Number:	85535562	MYMOJI
Serial Number:	86767678	MYMOJI

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1580
NAME OF SUBMITTER:	Scott Kareff (014951-1580)
SIGNATURE:	/kc for sk/
DATE SIGNED:	11/04/2015

Total Attachments: 6

source=Trademark Grant of A Security Interest for Funko, LLC#page1.tif

source=Trademark Grant of A Security Interest for Funko, LLC#page2.tif

source=Trademark Grant of A Security Interest for Funko, LLC#page3.tif

source=Trademark Grant of A Security Interest for Funko, LLC#page4.tif

source=Trademark Grant of A Security Interest for Funko, LLC#page5.tif

source=Trademark Grant of A Security Interest for Funko, LLC#page6.tif

GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of October 30, 2015, by Funko, LLC ("Grantor"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 30, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Agent, as the Collateral Agent for itself and the Lenders

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all Trademarks, together with all goodwill associated therewith and symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and rights to recover from past, present and future violations thereof (the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

[Remainder of page intentionally left blank; signature page follows.]

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

FUNKO, LLC,
a Washington limited liability company,
as Grantor






By: 



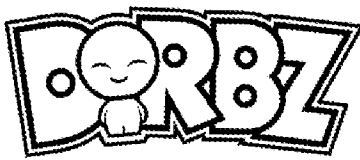
Name: Russell Nickel
Title: Chief Financial Officer and
Secretary

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Registered in the name of Funko, LLC:

Mark	Country	App. #	Reg. #
WACKY WOBBLER	US	76235991	2520040
IDOLZ TOYS and Design	US	76693112	3669718
IDOLZ (stylized)	US	76696792	3795921
FUNKO	US	78658735	3123203
MYSTERY MINIS	US	85816155	4602218
BOXOS	US	85816717	4383839
POP!	US	86269305	4746429
DORBZ	US	86443018	4796884
MOPEEZ	US	86465677	4805542
VINYL IDOLZ	US	86508156	
VINYL SUGAR	US	86453173	
SUPER DELUXE	US	86464458	
COLLECTOR CORPS	US	86670380	
HIKARI	US	86650782	
VINYL VIXENS	US	86650785	
FABRIKATIONS STYLIZED 	US	86650788	
POP! LOGO 	US	86677917	

Mark	Country	App. #	Reg. #
FUNKO LOGO 	US	86677921	
POP!	US	86677927	
POP!	US	86677933	
FUNKO	US	86677936	
DORBZ	US	86677940	
Mystery Minis Logo 	US	86677943	
Vinyl Idolz Logo 	US	86677945	
Vinyl Sugar Logo 	US	86677947	
Mopeez Logo 	US	86677950	

Mark	Country	App. #	Reg. #
Hikari Logo 	US	86677958	
Vinyl Vixens Logo 	US	86677962	
Dorbz Logo 	US	86677964	
MyMoji	US	85535562	4404060
MYMOJI	US	86767678	