

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM373457

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Marbles LLC		12/29/2015	LIMITED LIABILITY COMPANY: ILLINOIS
Marbles Holdings, LLC		12/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Siena Lending Group LLC		
<b>Street Address:</b>	9 W Broad Street, 5th Floor		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86246212	D.I.WISE	
<b>Serial Number:</b>	85876177	BRAINBOWS	
<b>Serial Number:</b>	85876178	BRAINFREEZE	
<b>Serial Number:</b>	85876280	CATCHOO	
<b>Serial Number:</b>	85876285	EGGHEAD	
<b>Serial Number:</b>	85876287	FLINGONS	
<b>Registration Number:</b>	4606378	THE FOUR SQUARE KIT WITH A WONKY BIT	
<b>Serial Number:</b>	85670745	HOW TO MAKE A COWBOY TAKE A BATH	
<b>Registration Number:</b>	4637132	IDIOMADDICT	
<b>Registration Number:</b>	4606932	OAKEY DOKEY	
<b>Registration Number:</b>	4645834	THINKAMABOB	
<b>Registration Number:</b>	4322183	THE BRAIN CUBE	
<b>Registration Number:</b>	4329522	BRAIN SHOWERS	
<b>Registration Number:</b>	4637110	THE BRAIN TICKLER	
<b>Registration Number:</b>	4554340	BRAINDROPS	
<b>Registration Number:</b>	4344240	ROCK ME ARCHIMEDES	

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Property Type	Number	Word Mark
Registration Number:	4329415	SKIPPITY DO
Registration Number:	4325867	SMART PUZZLES
Registration Number:	4329437	SPLICKETY LIT
Registration Number:	4329426	STICK BOMBS
Registration Number:	4336221	TOUCHY FEELY
Registration Number:	4162283	MINDSPRING
Registration Number:	4145448	MIND YOUR MARBLES
Registration Number:	4123095	MINDSTEIN
Registration Number:	4687374	TIC TAC TWO
Registration Number:	3953397	MARBLES THE BRAIN STORE
Registration Number:	3571842	MARBLES
Registration Number:	3998175	MARBLES
Serial Number:	85876268	BRAINSESSIONS

#### CORRESPONDENCE DATA

**Fax Number:** 3026365454

*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:** 800-927-9801 x 62348

**Email:** usptocommunications@cscglobal.com

**Correspondent Name:** Corporation Service Company

**Address Line 1:** 1090 Vermont Avenue NW, Suite 430

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	019061
<b>NAME OF SUBMITTER:</b>	Jean Paterson
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	02/17/2016

#### Total Attachments: 12

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 29, 2015, is made by each of MARBLES LLC, an Illinois limited liability company and MARBLES HOLDINGS, LLC, a Delaware limited liability company (collectively, "Grantor"), each with an address of 1918 North Mendell Street, Chicago, Illinois 60642 in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company ("Lender") with an address of 9 W Broad Street, 5th Floor, Stamford, Connecticut 06902.

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans for the benefit of MARBLES LLC ("Borrower"); and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

**"Copyright License"** means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

**"Copyrights"** means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

**"Patents"** means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all

registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

**“Patent License”** means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence..

**“Trademark License”** means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

**“Trademarks”** means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

2. **GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.** To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the **“Intellectual Property Collateral”**):

a. all of its Patents and Patent Licenses to which it is a party including those referred to on **Schedule I** hereto;

b. all of its Trademarks and Trademark Licenses to which it is a party including those referred to on **Schedule II** hereto;

c. all of its Copyrights and Copyright Licenses to which it is a party including those referred to on **Schedule III** hereto;

d. all reissues, continuations or extensions of the foregoing;

e. all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

f. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. **REPRESENTATIONS AND WARRANTIES.** Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the **United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's** Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect **Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have** been duly taken.

4. **COVENANTS.** Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

a. Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of **Grantor's** business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) **regarding Grantor's ownership of any Patent, Trademark or Copyright material to the operation of Grantor's business,** its right to register the same, or to keep and maintain the same.

b. In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance reasonably **satisfactory to Lender**) to **evidence Lender's Lien on such Patent, Trademark or Copyright,** and the General Intangibles of Grantor relating thereto or represented thereby.

c. Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of **Grantor's** Patents or Trademarks (now or hereafter existing) material to

the operation of Grantor's business, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

d. In the event that any of the Intellectual Property Collateral material to the operation of Grantor's business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.


8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

Upon such termination, Lender shall execute, at the expense of Borrower, such releases and terminations in form suitable for filing with respect to the Liens granted hereunder.


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

**MARBLES LLC**

By: Marbles Holdings, LLC, its sole member

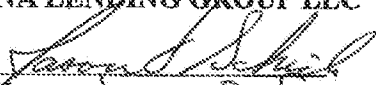
By:   
Name: Michael Kazma  
Title: Authorized Officer

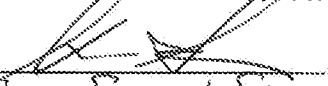
**MARBLES HOLDINGS, LLC**

By:   
Name: Michael Kazma  
Title: Authorized Officer

ACCEPTED and ACKNOWLEDGED by:

**SIENA LENDING GROUP LLC**

By:   
Name: JASON D. SCHICK  
Title: Sr. Vice President

By:   
Name: STEVEN SANICOLA  
Title: DIRECTOR

**SCHEDULE I**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

1. PATENT REGISTRATIONS: None

2. PATENT APPLICATIONS: None

3. PATENT LICENSES: None



**SCHEDULE II**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

1. TRADEMARK REGISTRATIONS:

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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See attached.

2. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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See attached.

3. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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See attached.

## (a) Patents and Patent Licenses

Loan Party Obligor	Patent Registration Number	Registration Date	Patent Application Number	Application Date
Marbles LLC	N/A	N/A	N/A	N/A

## (b) Trademarks and Trademark Licenses:

Loan Party Obligor	Trademark Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Marbles Holdings, Inc.	D.I. Wise Hydraulic Robotic Arm	86246212	N/A	April 8, 2014	Statement of Use submitted 1/7/15
Marbles Holdings, Inc.	D.I. Wise Trebuchet	86246212	N/A	April 8, 2014	Statement of Use submitted 1/7/15
Marbles Holdings, Inc.	D.I. Wise Da Vinci'S Catapult	86246212	N/A	April 8, 2014	Statement of Use submitted 1/7/15
Marbles Holdings, Inc.	D.I. Wise	86246212	N/A	April 8, 2014	Statement of Use submitted 1/7/15
Marbles Holdings, Inc.	Brainbows	85876177	4614544	March 14, 2013	September 30, 2014
Marbles Holdings, Inc.	Brainfreeze	85876178	4614545	March 14, 2013	September 30, 2014
Marbles Holdings, Inc.	Catchoo	85876280	4516128	March 14, 2013	April 15, 2014
Marbles Holdings, Inc.	Egghead	85876285	4614549	March 14, 2013	September 30, 2014

Marbles Holdings, Inc.	Flingons	85876287	N/A	March 14, 2013	A third request for extension on time filed on Jan. 29, 2015
Marbles Holdings, Inc.	The Four Square Kit with A Wonky Bit	85876294	4606378	March 14, 2013	September 16, 2014
Marbles Holdings, Inc.	How to Make a Cowboy Take a Bath (Htmactab)	85670745	N/A	July 6, 2012	A third request for extension of time filed on Jan. 29, 2015
Marbles Holdings, Inc.	Idiom Addict	86248781	4637132	April 10, 2014	November 11, 2014
Marbles LLC	Oakey Dokey	86022030	4606932	July 29, 2013	September 16, 2014
Marbles Holdings, Inc.	Thinkamabob	85875248	4645834	March 13, 2013	November 25, 2014
Marbles Holdings, Inc.	The Brain Cube	85629789	4322183	May 18, 2012	April 16, 2013
Marbles Holdings, Inc.	Brain Showers	85699247	4329522	August 9, 2012	April 30, 2013
Marbles Holdings, Inc.	Brain Showers Human Body	85699247	4329522	August 9, 2012	April 30, 2013
Marbles Holdings, Inc.	Brains Showers Night Sky	85699247	4329522	August 9, 2012	April 30, 2013
Marbles Holdings, Inc.	Brain Showers Sat Words	85699247	4329522	August 9, 2012	April 30, 2013
Marbles Holdings, Inc.	The Brain Tickler	86248483	4637110	April 10, 2014	November 11, 2014
Marbles Holdings, Inc.	Braindrops	85885911	4554340	March 25, 2013	June 24, 2014
Marbles Holdings, Inc.	Rock Me Archimedes	85699317	4344240	August 9, 2012	May 28, 2013

Marbles Holdings, Inc.	Skippity Do	85629843	4329415	4329415	May 18, 2012	April 30, 2013
Marbles Holdings, Inc.	Smart Puzzles	85637253	4325867	4325867	May 29, 2012	April 23, 2013
Marbles Holdings, Inc.	Smart Puzzles Klimt	85637253	4325867	4325867	May 29, 2012	April 23, 2013
Marbles Holdings, Inc.	Smart Puzzles Van Gogh	85637253	4325867	4325867	May 29, 2012	April 23, 2013
Marbles Holdings, Inc.	Splickety Lit	85641305	4329437	4329437	June 1, 2012	April 30, 2013
Marbles Holdings, Inc.	Stick Bombs	85636209	4329426	4329426	May 25, 2012	April 30, 2013
Marbles Holdings, Inc.	Touchy Feely	85630713	4336221	4336221	May 21, 2012	May 14, 2013
Marbles LLC	MindSpring	85319466	4162283	4162283	May 12, 2011	June 19, 2012
Marbles LLC	Marbles MindSpring Software	85319466	4162283	4162283	May 12, 2011	June 19, 2012
Marbles LLC	Mind your Marbles	85320302	4145448	4145448	May 13, 2011	May 22, 2012
Marbles LLC	Mindstein	85319460	4123095	4123095	May 12, 2011	April 3, 2012
Marbles Holdings, Inc.	Tic Tac Two-Wooden	86248790	4687374	4687374	April 10, 2014	February 17, 2015
Marbles Holdings, Inc.	Tic Tac Two	86248790	4687374	4687374	April 10, 2014	February 17, 2015
Marbles LLC	Marbles The Brain Store	77957696	3953397	3953397	March 12, 2010	May 3, 2011
Marbles LLC	Marbles (with logo)	77475780	3571842	3571842	May 15, 2008	February 10, 2009
Marbles LLC	MARBLES	85214270	3998175	3998175	May 3, 2011	July 19, 2011

Marbles Holdings, Inc.	Brain Sessions	85876268		May 14 2013	Request for Reconsideration Denied as of August 26, 2014
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(c) Copyrights and Copyright Licenses

Loan Party Obligor	Copyright Title	Copyright Registration Date	Copyright Registration Number	Copyright Application Number
Marbles LLC	N/A	N/A	N/A	N/A

**SCHEDULE III**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

1. COPYRIGHT REGISTRATIONS None

2. COPYRIGHT APPLICATIONS: None

3. COPYRIGHT LICENSES: None