

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Topps Company, Inc.		09/13/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as administrative agent and as collateral agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	German Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86952305	APEX	
Serial Number:	86901339	ARCHIVES	
Serial Number:	86896583	FIRST PITCH	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2128198437		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Andrew Fessak / White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1411779-0038-L181		
NAME OF SUBMITTER:	Andrew Fessak		
SIGNATURE:	/Andrew Fessak/		
DATE SIGNED:	09/15/2016		
Total Attachments: 6			
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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Supplemental Trademark Security Agreement, dated as of September 13, 2016 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “**Supplemental Trademark Security Agreement**”), by THE TOPPS COMPANY, INC. (the “**Grantor**”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as administrative agent and as collateral agent pursuant to the Credit Agreement (in such capacities, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of October 2, 2013 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Supplemental Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in, or incorporated by reference into, the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby collaterally assigns and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties and their permitted successors and assigns a continuing security interest in, and lien on, all of its right, title and interest in any and all of the following Collateral (excluding any Excluded Assets) of the Grantor:

- (a) registered Trademarks and Trademark applications of the Grantor listed on Schedule I attached hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by the foregoing;
- (d) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (e) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, all products of, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Trademark Security Agreement is deemed to conflict with the Security Agreement,

the provisions of the Security Agreement shall control unless the Administrative Agent and the Grantor shall otherwise determine.

SECTION 4. Termination or Release. Upon the termination of the Security Agreement or release of the Grantor in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademarks of the Grantor under this Supplemental Trademark Security Agreement.

SECTION 5. Counterparts. This Supplemental Trademark Security Agreement may be executed by one or more of the parties to this Supplemental Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Supplemental Trademark Security Agreement by facsimile, .pdf or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Supplemental Trademark Security Agreement.

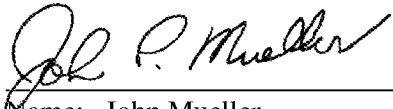
SECTION 6. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Supplemental Trademark Security Agreement.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned has executed this Supplemental Trademark Security Agreement as of the day and year first above written.


THE TOPPS COMPANY, INC., Grantor

By: 
Name: John Mueller
Title: Chief Financial Officer

IN WITNESS WHEREOF, the undersigned have executed this Supplemental Trademark Security Agreement as of the day and year first above written.

DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent

By: *Peter Cucchiara*
Name: Peter Cucchiara
Title: Vice President

By: 
Name: Benjamin Souh
Title: Vice President

[Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 005879 FRAME: 0032

Schedule I

Trademark Registrations and Applications

TRADEMARK REGISTRATIONS

NO.	OWNER	TITLE	REG. NO.	ISSUE DATE
1.	The Topps Company, Inc.	LOOMING LEGACY	4942875	4/19/2016
2.	The Topps Company, Inc.	UNO MAS	4937255	4/12/2016
3.	The Topps Company, Inc.	CLUBHOUSE COLLECTION	4851386	11/10/2015
4.	The Topps Company, Inc.	GPK	4889662	1/19/2016
5.	The Topps Company, Inc.	HIGH TEK	4855750	11/17/2015
6.	The Topps Company, Inc.	MASTERWORK	4855381	11/17/2015
7.	The Topps Company, Inc.	DYNASTY	4701300	3/10/2015
8.	The Topps Company, Inc.	ROCK THAT ROCK	4701101	3/10/2015
9.	The Topps Company, Inc.	SEÑOR SOUR	4965028	5/24/2016
10.	The Topps Company, Inc.	v	4567836	7/15/2014
11.	The Topps Company, Inc.	EDIBLE BLING	4499754	3/18/2014
12.	The Topps Company, Inc.	EDIBLE ENTERTAINMENT	4455297	12/24/2013
13.	The Topps Company, Inc.	MINIKINS	4472587	1/21/2014
14.	The Topps Company, Inc.	MARS ATTACKS	4748646	6/2/2015
15.	The Topps Company, Inc.	CHIPZ	5001362	7/19/2016
16.	The Topps Company, Inc.	SUPREME	4919838	3/15/2016
17.	The Topps Company, Inc.	INCEPTION	4703652	3/17/2015
18.	The Topps Company, Inc.	BAZOOKA	4537936	5/27/2014
19.	The Topps Company, Inc.	TOPPS DIAMOND	4984783	6/21/2016
20.	The Topps Company, Inc.	ADAM BOMB	4523424	4/29/2014
21.	The Topps Company, Inc.	ADAM BOMB	4512473	4/8/2014
22.	The Topps Company, Inc.	BAZOOKA JOE	4804380	9/1/2015
23.	The Topps Company, Inc.	STADIUM CLUB	4804199	9/1/2015
24.	The Topps Company, Inc.	ROCK YOUR RING POP	4969735	5/31/2016
25.	The Topps Company, Inc.	HUDDLE	4656724	12/16/2014
26.	The Topps Company, Inc.	TOPPS HUDDLE	4656725	12/16/2014
27.	The Topps Company, Inc.	TOPPS KICK	4685506	2/10/2015
28.	The Topps Company, Inc.	VALOR	4685071	2/10/2015

TRADEMARK APPLICATIONS:

NO.	OWNER	TITLE	APP. NO.	APP. DATE
1.	The Topps Company, Inc.	APEX	86/952305	3/24/2016
2.	The Topps Company, Inc.	ARCHIVES	86/901339	2/8/2016
3.	The Topps Company, Inc.	FIRST PITCH	86/896583	2/3/2016