

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405215

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PlayMonster LLC		11/07/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Balance Point Capital Partners, L.P.		
Street Address:	285 Riverside Avenue		
Internal Address:	Suite 200		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	87195408	AUTOMOBLOX	
Registration Number:	4864637	CHEESE DIP	
Serial Number:	86967312	GRABOLO	
Serial Number:	87056354	JUBALLEES	
Serial Number:	87091184	KID SISTER	
Serial Number:	87091169	MY BUDDY	
Registration Number:	4735400	OK TO WAKE!	
Serial Number:	86897854	PLAYMONSTER	
Serial Number:	86926232	POPALOTSY	
Serial Number:	86926198	QUBOSITY	
Serial Number:	87037830	QWITCH	
Serial Number:	87105157	SIZE MATTERS	
Serial Number:	87105199	SLEEPYHEAD	
Serial Number:	87105124	ULTRA DASH	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$365.00 87195408

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

Phone: 8602758285
Email: jscheib@rc.com
Correspondent Name: Jacqueline P. Scheib
Address Line 1: 280 Trumbull Street
Address Line 2: Robinson & Cole LLP
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Jacqueline P. Scheib
SIGNATURE:	/Jacqueline P. Scheib/
DATE SIGNED:	11/11/2016

Total Attachments: 6

source=Second Amendment to TM Security Agmt#page1.tif
source=Second Amendment to TM Security Agmt#page2.tif
source=Second Amendment to TM Security Agmt#page3.tif
source=Second Amendment to TM Security Agmt#page4.tif
source=Second Amendment to TM Security Agmt#page5.tif
source=Second Amendment to TM Security Agmt#page6.tif

**AMENDMENT NO. 2 TO
TRADEMARK SECURITY AGREEMENT**

This Amendment No. 2 to the Trademark Security Agreement (the "Amendment"), dated November 7, 2016 (the "Effective Date") is between PlayMonster LLC, a Delaware limited liability company (f/k/a Patch Products, LLC) ("Debtor"), and Balance Point Capital Partners, L.P., a Delaware limited partnership ("Lender" and together with Debtor, the "Parties," and each, a "Party").

WHEREAS, the Parties entered into that certain Security Agreement dated September 10, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") securing Debtor's intellectual property as Collateral to the Lender;

WHEREAS, in furtherance and as confirmation of the security interest granted by Debtor to the Lender under the Security Agreement, and as further security for the payment or performance in full of the Obligations, the Parties entered into a Trademark Security Agreement, dated September 10, 2014 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its provisions, the "Trademark Security Agreement");

WHEREAS, pursuant to Section 6 of the Trademark Security Agreement, the Parties desire to amend Schedule A of the Trademark Security Agreement; and

WHEREAS, pursuant to Section 9 of the Trademark Security Agreement, the Parties are amending Schedule A of the Trademark Security Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Security Agreement or Trademark Security Agreement.

2. Amendments to the Existing Agreement. Schedule A to the Trademark Security Agreement is hereby amended to incorporate all of the trademarks and trademark applications disclosed on Schedule A attached hereto.


3. Date of Effectiveness; Limited Effect. This Amendment will become effective as of the Effective Date. Subject to the Security Agreement and the Trademark Security Agreement, all other terms and conditions of the Security Agreement and Trademark Security Agreement shall remain unmodified and in full force and effect. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Security Agreement or Trademark Security Agreement or as

a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party.

[next page is the signature page]

IN WITNESS WHEREOF, the Parties have signed this Amendment as of the Effective Date.

PLAYMONSTER LLC,
a Delaware limited liability company, as Debtor

By: 
Name: Demetrius J. Givens
Title: CFO

BALANCE POINT CAPITAL PARTNERS, L.P.,
a Delaware limited partnership, as the Lender

By: BALANCE POINT CAPITAL MANAGERS, LLC
Its: General Partner

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have signed this Amendment as of the Effective Date.

PLAYMONSTER LLC,
a Delaware limited liability company, as Debtor

By: _____
Name:
Title:

BALANCE POINT CAPITAL PARTNERS, L.P.,
a Delaware limited partnership, as the Lender

By: BALANCE POINT CAPITAL MANAGERS, LLC
Its: General Partner

By: *Seth W. Alvard*
Name: *Seth W. Alvard*
Title: *Managing Member*

SCHEDULE A
to
Trademark Security Agreement

Domestic Trademarks and Trademark Applications

Jurisdiction	Mark	Application No.	Filing Date	Reg. No	Reg. Date
United States	AUTOMOBLOX	87195408 (filed on use basis)	10/06/16		
United States	CHEESE DIP	86562997	03/13/15	4864637	12/01/15
United States	GRABOLO	86967312 (filed on use basis)	04/07/16		
United States	JUBALLEES	87056354 (filed on intent-to-use basis)	06/01/16		
United States	KID SISTER	87091184 (filed on intent-to-use basis)	07/01/16		
United States	MY BUDDY	87091169 (filed on intent-to-use basis)	07/01/16		
United States	OK TO WAKE!	86471416	12/04/14	4735400	05/12/15
United States	PLAYMONSTER	86897854 (filed on intent-to-use basis)	02/04/16		
United States	POPALOTSY	86926232 (filed on use basis)	03/02/16		
United States	QUBOSITY	86926198 (filed on use basis)	03/02/16		
United States	QWITCH	87037830 (filed on intent-to-use basis)	05/16/16		
United States	SIZE MATTERS	87105157	07/15/16		

		(filed on intent-to-use basis)			
United States	SLEEPYHEAD	87105199 (filed on intent-to-use basis)	07/15/16		
United States	ULTRA DASH	87105124 (filed on intent-to-use basis)	07/15/16		