

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bigmouth LLC		11/14/2016	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	Cadence Bank		
Street Address:	4890 W. Kennedy Boulevard		
Internal Address:	Suite 820		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33609		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4236210	BIG MOUTH TOYS	
Registration Number:	4609120	FINALLY! A WINE GLASS THAT FITS MY NEEDS	
Registration Number:	5069272	BIGMOUTH INC	
Registration Number:	5023150	SPITBALL	
Registration Number:	4681185	I'M SHOT WITHOUT MY COFFEE	
CORRESPONDENCE DATA			
Fax Number:	4048538806		
<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:	404-853-8127		
Email:	julie.murphy@sutherland.com		
Correspondent Name:	Sutherland Asbill & Brennan LLP		
Address Line 1:	999 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309-3996		
ATTORNEY DOCKET NUMBER:	31553-0004		
NAME OF SUBMITTER:	Julie Murphy		
SIGNATURE:	/Julie Murphy/		
DATE SIGNED:	12/09/2016		

CH \$140.00 4236210

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of November 14, 2016 (as the same may be amended, restated, extended, supplemented or otherwise modified from time to time, this "Agreement"), is made by each of the signatories hereto (the "Grantors") in favor of CADENCE BANK, N.A., a national banking association ("Cadence") having its principal place of business at 4890 W. Kennedy Boulevard, Suite 820, Tampa, Florida 33609, as administrative and collateral agent (in such capacity "Agent") for the Secured Parties (as defined in the Credit Agreement defined below).

WHEREAS, pursuant to that certain CREDIT AGREEMENT, dated as of November 14, 2016 (as the same may be amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), made by and among BIGMOUTH LLC, an Indiana limited liability company, as borrower ("Borrower"), BIGMOUTH INC., an Indiana corporation, the Agent, and the lenders from time to time party hereto, as lenders ("Lenders"), the Lenders have agreed to make certain loans ("Loans") to the Borrower and participate in letters of credit ("Letters of Credit") issued on behalf of the Borrower, and certain parties ("Issuing Lenders") have agreed to issue the Letters of Credit for the account of the Borrower, upon the terms and subject to the conditions set forth therein.

WHEREAS, the Grantors and the other grantors thereunder have executed and delivered that certain SECURITY AGREEMENT, dated as of the date hereof, in favor of the Agent (as the same may be amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned thereto in the Credit Agreement and Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Agent a security interest in, inter alia, those Trademarks set forth on Exhibit A: Trademarks; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each of the Grantors agrees, for the benefit of the Agent, as follows:

1. Grant of Security Interest for Obligations. Each of the Grantors hereby grants a continuing security interest in, all of such Grantor's right, title and interest in, to and under the Trademarks constituting Collateral (including, without limitation, those items listed on Exhibit A: Trademarks hereto and all goodwill related thereto) (collectively, the "Trademark Collateral"), to the Agent, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

2. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

3. Acknowledgment. Each of the Grantors does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

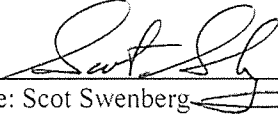
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

BIGMOUTH LLC
an Indiana limited liability company

By: BIGMOUTH INC.
an Indiana corporation

By:


Name: Scot Swenberg
Title: President

[Annex B – Trademark Security Agreement]

TRADEMARK
REEL: 005944 FRAME: 0529

EXHIBIT A: TRADEMARKS

Mark	Serial No.	Registration No.	Registration Date	Assigned Entity	Status
BIG MOUTH TOYS	85408350	4236210	11-06-2012	BIGMOUTH LLC	LIVE
FINALLY! A WINE GLASS THAT FITS MY NEEDS!	86187376	4609120	09-23-2014	BIGMOUTH LLC	LIVE
BIGMOUTH INC	86479888	5069272	10-25-2016	BIGMOUTH LLC	LIVE
SPITBALL	86410399	5023150	08-16-2016	BIGMOUTH LLC	LIVE
I'M SHOT WITHOUT MY COFFEE	86300024	4681185	02-03-2015	BIGMOUTH LLC	LIVE