

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418955

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Toy Investments, Inc.		03/07/2017	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The PrivateBank and Trust Company		
<b>Street Address:</b>	50 South Sixth Street		
<b>Internal Address:</b>	Suite 1400		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	state banking corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4967750	NIGHTZONE	
<b>Registration Number:</b>	4372538	SUBBIES	
<b>Registration Number:</b>	4391279	SUBBUG	
<b>Registration Number:</b>	4189743	TOYSMITH	
<b>Registration Number:</b>	4189663	TOYSMITH	
<b>Registration Number:</b>	4114523	PLAYGROUND CLASSICS	
<b>Registration Number:</b>	4090401	TOYSMITH	
<b>Registration Number:</b>	4015249	SPLASHY DASHERS BY TOYSMITH	
<b>Registration Number:</b>	3969406	SPRING RING	
<b>Registration Number:</b>	4058415	TOYSMITH	
<b>Registration Number:</b>	3041435	SUBBIES	
<b>Registration Number:</b>	4802882	DART BALL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6126046989		
<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>			
<b>Phone:</b>	612.604.6689		
<b>Email:</b>	trademark@winthrop.com		

OP \$315.00 4967750

**Correspondent Name:** Timothy D. Sitzmann  
**Address Line 1:** 225 South Sixth Street  
**Address Line 2:** Capella Tower Suite 3500  
**Address Line 4:** Minneapolis, MINNESOTA 55402

**ATTORNEY DOCKET NUMBER:** 14197.32

**NAME OF SUBMITTER:** Timothy D. Sitzmann

**SIGNATURE:** /Timothy D. Sitzmann/

**DATE SIGNED:** 03/09/2017

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 7, 2017, is made by TOY INVESTMENTS, INC., a Washington corporation (the "Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY, an Illinois state banking corporation, ("PrivateBank"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the benefit of itself and for the benefit of the Lenders (as defined in the Credit Agreement referred to below).

### WITNESSETH:

The Lenders have severally agreed to extend credit to the Grantor pursuant to the Credit Agreement of even date herewith by and among the Grantor, the Agent, and the Lenders.

The Grantor has, pursuant to a Guaranty and Collateral Agreement of even date herewith executed by the Grantor in favor of the Agent (the "Collateral Agreement"), granted the Agent a security interest in the Grantor's assets to secure the Secured Obligations (as defined in the Collateral Agreement) including, among other things, all of the Grantor's Trademarks;

Pursuant to the Collateral Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement; and

Terms used herein with their initial letter capitalized shall have the meaning given to such terms in the Collateral Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Grantor thereunder, the Grantor hereby agrees with the Agent as follows:

1. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):
  - (a) all of Grantor's Trademark Applications, Trademarks and all related Trademark Licenses referenced on Schedule 1 attached hereto; and
  - (b) all renewals of such Trademarks referenced on Schedule 1 attached hereto.
2. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Applications, Trademarks and related Trademark Licenses subject to a security interest hereunder. Unless and until an Event of Default shall occur and be continuing, the Grantor shall have the right to use and register the Trademark Collateral in the ordinary course of the business of the Grantor.
4. Counterparts. This Trademark Security 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. A facsimile or electronic copy of a signature shall be as binding as an original signature.
5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the state of Minnesota.


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

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13131051v2

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**[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]**

TOY INVESTMENTS, INC., a Washington  
corporation

By:   
Name: Michael O'Brien  
Its: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:

THE PRIVATEBANK AND TRUST  
COMPANY, as Agent

By: 

Name: Doug Pudvah

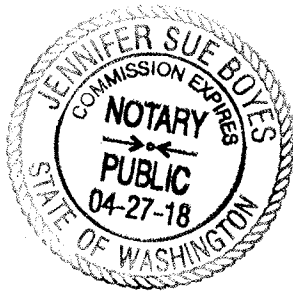
Its: Managing Director

**ACKNOWLEDGMENT OF GRANTOR**

State of WASHINGTON )  
 ) ss.  
County of KING )

On this 3<sup>RD</sup> day of March, 2017 before me personally appeared Michael O'Brien, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Toy Investments, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

*Jennifer Sue Boyes*  
Notary Public



*[Trademark Security Agreement – Acknowledgement of Grantor]*

**SCHEDULE I**  
**TO TRADEMARK SECURITY AGREEMENT**

(i) Trademarks:

Description	Registration No.	Registration Date	Serial No.	Jurisdiction
NIGHTZONE	4967750	5-31-16	86680200	Federal
SUBBIES	4372538	7-23-13	85819878	Federal
SUBBUG	4391279	8-27-13	85802436	Federal
TOYSMITH	4189743	8-14-12	85484086	Federal
TOYSMITH	4189663	8-14-12	85475730	Federal
PLAYGROUND CLASSICS	4114523	3-20-12	85375961	Federal
TOYSMITH	4090401	1-24-12	85332882	Federal
SPLASHY DASHERS BY TOYSMITH	4015249	8-23-11	85191539	Federal
SPRING RING	3969406	5-31-11	85090524	Federal
TOYSMITH	4058415	11-22-11	85090072	Federal
SUBBIES	3041435	1-10-06	78522510	Federal
DART BALL	4802882	9-1-15	86488557	Federal

(ii) Trademark Applications:

None.