

900400939 04/03/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM422238

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NATIONAL ENTERTAINMENT NETWORK, LLC		03/31/2017	Limited Liability Company: DELAWARE
NEN MANAGEMENT LLC		03/31/2017	Limited Liability Company: UNITED STATES DELAWARE
NEN MCP HOLDINGS, LLC		03/31/2017	Limited Liability Company: UNITED STATES DELAWARE
FOLZ VENDING, LLC		03/31/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	STERLING NATIONAL BANK
Street Address:	8401 North Central Expressway
Internal Address:	Suite 600
City:	Dallas
State/Country:	TEXAS
Postal Code:	75225
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2943520	FOLZ
Registration Number:	5089231	FUN SHOPPE
Registration Number:	2287231	KID SHOPPE
Registration Number:	4329567	NATIONAL ENTERTAINMENT NETWORK
Registration Number:	4366653	NEN NATIONAL ENTERTAINMENT NETWORK
Registration Number:	2948024	RAINBOW CRANE
Registration Number:	2981049	RAINBOW CRANE
Registration Number:	2233463	SHOPPE
Registration Number:	1579191	SUGAR LOAF
Registration Number:	1624588	SUGAR LOAF
Registration Number:	1616544	TOY SHOPPE
Registration Number:	2441905	STICKERAMA

CH \$490.00 2943520

Property Type	Number	Word Mark
Registration Number:	3596376	STUFFED GREEN
Registration Number:	1905902	SUGARLOAF
Registration Number:	2028133	SUGARLOAF
Registration Number:	1950388	SUGAR LOAF
Registration Number:	1957176	SUGAR LOAF
Registration Number:	1930216	TREASURE SHOPPE
Registration Number:	4368721	NATIONAL ENTERTAINMENT NETWORK

CORRESPONDENCE DATA

Fax Number: 7137546652
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: 713-374-3652
Email: morenoa@GTLAW.COM
Correspondent Name: BEN D. TOBOR
Address Line 1: 1000 LOUISIANA STREET, SUITE 1700
Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:	113333.018300
NAME OF SUBMITTER:	BEN D. TOBOR
SIGNATURE:	/Ben D. Tobor/
DATE SIGNED:	04/03/2017

Total Attachments: 19
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**PATENT, COPYRIGHT AND TRADEMARK
SECURITY AGREEMENT**

THIS PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of March 31, 2017 between the grantors identified on the signature pages hereto (whether one or more, each, together with its successors and permitted assigns, a "Grantor" and collectively, the "Grantors") and **STERLING NATIONAL BANK**, a national banking association ("Secured Party"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement (as defined below).

RECITALS

A. Each Grantor and Secured Party have entered into that certain Loan and Security Agreement of even date herewith, pursuant to which the Secured Party has agreed to extend a revolving line of credit to and the LC Issuer has agreed to issue Letters of Credit for the benefit of Grantors on the terms and conditions set forth therein (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. In order to induce Secured Party to enter into the Loan Agreement and the transactions contemplated thereby, and as a condition thereto, each Grantor is required to execute and deliver to Secured Party this Agreement and pursuant hereto to assign and grant to Secured Party a security interest (to the extent any grant of a security interest is not prohibited by applicable law or governmental authority) in and to all of such Grantor's right, title, and interest in the Intellectual Property Collateral (as defined below). Any such Intellectual Property Collateral that is registered or has a pending application is listed on Schedule A attached hereto and incorporated herein by reference, as the same may be amended and supplemented from time to time.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Security Interest. As collateral security for the prompt and punctual payment and performance of the Secured Obligations and for the prompt performance by Grantors of their obligations and undertakings under this Agreement and the other Loan Documents, each Grantor hereby grants to Secured Party a security interest in all of the Intellectual Property Collateral of such Grantor, whether now owned or hereafter acquired by such Grantor, and hereby grants, pledges and hypothecates such Intellectual Property Collateral to Secured Party.

2. Representations, Warranties and Covenants. Each Grantor hereby covenants, warrants and represents that:

(a) Set forth on Schedule A attached hereto is a true and complete list as of the date hereof of all Intellectual Property Collateral of such Grantor that is registered or has a pending application with the United States Patent and Trademark Office or the United States Copyright Office or is otherwise material to the Grantors' business.

(b) The Grantor listed on Schedule A as the owner of any Intellectual Property Collateral is the sole and exclusive owner of all such Intellectual Property Collateral, free and clear of all liens and encumbrances, except for the security interest and assignment created by this Agreement and the other Loan Documents and Permitted Liens. Each Grantor will use reasonable efforts to defend the right, title and interest in and to its Intellectual Property Collateral against any and all claims of any third parties (other than with respect to Permitted Liens).

(c) All Intellectual Property Collateral of such Grantor is valid and enforceable and is not subject to any claim, judgment or administrative or arbitral decision that questions its validity or enforceability, any Grantor's purported rights thereunder or any Grantor's rights to use the same in its business.

(d) The execution, delivery and performance of this Agreement by such Grantor does not (i) violate, conflict with, result in a breach of, constitute a default under, result in (A) the creation of any encumbrances upon any of the Intellectual Property Collateral of such Grantor, under any agreement to which any Grantor is a party or by which any Grantor is bound, or (B) the termination of any agreement to which any Grantor is a party or by which any Grantor is bound, or (ii) violate any laws, rules, regulations or orders applicable to any of the Intellectual Property Collateral, except, in each case referred to in clauses (i)(B) and (ii) above, to the extent that any such termination or violation could not reasonably be expected to result in a Material Adverse Effect.

(e) Such Grantor has used, and will continue to use for the duration of this Agreement, reasonably consistent standards of quality in the manufacture of the products sold under the Trademarks or utilizing any Patents, Copyrights or Other Assets.

(f) Such Grantor shall maintain and protect the validity and enforceability of its Intellectual Property Collateral and shall take any and all actions as are necessary or appropriate to properly maintain, protect, preserve, care for, and enforce any of its Intellectual Property Collateral, including, without limitation, payment when due of such fees, taxes, and other expenses which shall be incurred or which shall accrue with respect to any of its Intellectual Property Collateral, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP; provided that nothing in this Section 2(f) shall require any action with respect to Intellectual Property Collateral that will be allowed to lapse or become abandoned as permitted under Section 9.8(h) of the Loan Agreement.

(g) Upon Secured Party's request, Grantors shall cause this Agreement to be properly recorded with the United States Patent and Trademark Office, the United States Copyright Office, and any other government or public office or agency of the United States of America, as applicable, and, except for (x) such filing of this Agreement or the filing of any UCC financing statements, and (y) any such authorization, approval or other action the failure of which to obtain or make could not reasonably be expected to result in a Material Adverse Effect, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body of the United States of America or any foreign country is required either (i) for the grant by Grantors of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantors or (ii) for the perfection or the exercise by Secured Party of its rights and remedies hereunder.

(h) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of such Grantor with respect to any of its Intellectual Property Collateral is accurate and complete in all material respects.

3. Additional Intellectual Property Collateral. If, before the Secured Obligations shall have been satisfied in full, any Grantor shall obtain rights to any new Intellectual Property Collateral not listed in Schedule A, the provisions of this Agreement shall automatically apply thereto (to the extent the grant of a security interest therein is not prohibited by applicable law or governmental authority), and to the extent an application for registration of such Intellectual Property Collateral is made, such Grantor shall (a) in addition to any requirements under the Loan Agreement with respect to any Intellectual Property Collateral not previously disclosed in the Loan Agreement, give Secured Party prompt written notice thereof and, (b) upon Secured Party's request, execute, deliver and file any agreements, instruments, registrations and filings which Secured Party may reasonably request to confirm Secured Party's security interest therein and to put such security interest of record in such office. Each Grantor hereby appoints Secured Party as its attorney in fact, and hereby acknowledges and agrees that such power of attorney is irrevocable and coupled with an interest.

4. Revision of Schedule A. Each Grantor hereby authorizes Secured Party to modify this Agreement by amending Schedule A to include any new Intellectual Property Collateral (to the extent the grant of a security interest therein is not prohibited by applicable law or governmental authority) without the necessity of any Grantor's approval of or signature to such amendment, and each Grantor shall do all such other acts (at its own expense) deemed reasonably necessary or appropriate by Secured Party to implement or preserve Secured Party's interests therein. All representations and warranties of Grantors set forth herein shall be deemed to be restated by Grantors as of the date of any such amendment of or supplement to Schedule A with full force and effect as though made on such date.

5. Remedies Upon Event of Default. If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and

remedies given by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Grantors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, at a location reasonably convenient to Secured Party and Grantors, as determined in good faith by Secured Party, or elsewhere, all or from time to time any part of the Intellectual Property Collateral, or any interest which Grantors may have therein, and after deducting from the proceeds of sale or other disposition of any part of the Intellectual Property Collateral all expenses payable by Grantors in accordance with the Loan Agreement and the other Loan Documents (including all reasonable out-of-pocket expenses for broker's fees and legal services), shall apply the residue of such proceeds to the payment of the Secured Obligations. Notice of any sale or other disposition of any part of the Intellectual Property Collateral shall be given to Grantors at least ten (10) days before the time of any intended public or private sale or other disposition thereof is to be made, which Grantors hereby agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of any of the Intellectual Property Collateral sold, free from any right of redemption on the part of Grantors, which right is hereby waived and released. In addition to the foregoing, if any Event of Default has occurred and is continuing:

(a) Secured Party may license, or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Copyrights, Patents or Trademarks included in the Intellectual Property Collateral throughout the world for such term or terms, on such conditions and in such manner as Secured Party shall in its sole discretion determine;

(b) Secured Party may (without assuming any obligations or liability thereunder), at any time and from time to time, in its sole discretion, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of Grantors in, to and under any Copyright Licenses, Patent Licenses or Trademark Licenses and take or refrain from taking any action under any thereof, and EACH GRANTOR HEREBY RELEASES SECURED PARTY FROM, AND AGREES TO HOLD SECURED PARTY FREE AND HARMLESS FROM AND AGAINST, ANY CLAIMS AND EXPENSES ARISING OUT OF ANY LAWFUL ACTION SO TAKEN OR OMITTED TO BE TAKEN WITH RESPECT THERETO; and

(c) upon request by Secured Party, Grantors will execute and deliver to Secured Party a power of attorney, in form and substance satisfactory to Secured Party, for the implementation of any lease, assignment, license, sublicense, grant of option, sale or other disposition of a Copyright, Patent or Trademark or any action related thereto. In the event of any such disposition pursuant to this Section, Grantors shall supply its know-how and expertise relating to the manufacture and

sale of the products bearing Trademarks or the products or services made or rendered in connection with Patents, and its customer lists and other records relating to such Patents or Trademarks and to the distribution of said products, to Secured Party.

6. Termination. It is contemplated by the parties that there may be times when no Secured Obligations are outstanding, but notwithstanding such occurrences, this Agreement shall remain valid and shall be in full force and effect as to subsequent outstanding Secured Obligations. Subject to the terms of the Loan Agreement, at such time as the Secured Obligations shall be paid and satisfied in full, the Loan Agreement shall have terminated and the commitment of the Secured Party and LC Issuer to extend credit to Grantors shall have terminated, this Agreement shall terminate and Secured Party shall execute and deliver to Grantors, at Grantors' expense, all deeds, assignments, termination statements under the Uniform Commercial Code, and other instruments as may be necessary or proper to release Secured Party's security interest in and/or re-vest in Grantors full title to any part of the Intellectual Property Collateral, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

7. Fees and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable out-of-pocket attorneys' fees and legal expenses incurred by Secured Party in connection with defending or prosecuting any actions or proceedings arising out of or related to any part of the Intellectual Property Collateral, shall be borne and paid by Grantors on demand by Secured Party and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

8. Protection of Intellectual Property Collateral. Grantors agree to take, at its own expense, commercially reasonable steps to prosecute diligently any applications related to any Intellectual Property Collateral pending as of the date of this Agreement or thereafter and will defend and protect the Intellectual Property Collateral and its rights thereunder against any infringement, dilution or misappropriation and will defend any claim or administrative or arbitral challenge that questions the validity or enforceability of the Intellectual Property Collateral, Grantors' purported rights therein and thereunder or Grantor's rights to register or patent the same or to use and practice the same in its business; provided that nothing in this Section 8 shall require any such action with respect to Intellectual Property Collateral that will be allowed to lapse or become abandoned as permitted under Section 9.8(h) of the Loan Agreement. Grantors will give Secured Party notice of any proceeding in which such defense is being carried on. Grantors further agree to make federal application on registrable but unregistered Trademarks, Copyrights or Patents. Any expenses incurred in connection therewith shall be borne by Grantors. Except as permitted by the Loan Agreement, Grantors shall not abandon or dedicate to the public any of the Intellectual Property Collateral, nor do any act nor omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment or dedication to the public of any part of the Intellectual Property Collateral or loss of or adverse effect on any rights in any part of the Intellectual Property Collateral, without the consent of Secured Party, which consent shall not be unreasonably withheld.

9. Grantor's Right to Protect. Grantors shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect any part of the Intellectual Property Collateral, in which event Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. **GRANTORS SHALL PROMPTLY, UPON DEMAND, REIMBURSE AND INDEMNIFY SECURED PARTY FOR ALL DAMAGES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED BY SECURED PARTY IN THE FULFILLMENT OF THE PROVISIONS OF THIS SECTION 9 IN ACCORDANCE WITH THE TERMS OF THE LOAN AGREEMENT.**

10. Power of Attorney. Grantors hereby appoint Secured Party as Grantor's true and lawful attorney-in-fact and proxy with full authority in the place and stead of Grantors and in the name of Grantors, or otherwise, from time to time in Secured Party's discretion after an Event of Default has occurred and during its continuance, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including any endorsement of Grantor's name on all applications, documents, papers and instruments necessary for Secured Party to use any of the Intellectual Property Collateral, or any grant or issuance of any exclusive or non-exclusive license under any of the Intellectual Property Collateral to anyone else, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of any of the Intellectual Property Collateral to anyone else. Grantors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is irrevocable coupled with an interest.

11. Secured Party's Rights to Take Action. If any Grantor fails to comply with any of its obligations hereunder after reasonable request by Secured Party and after giving effect to any applicable grace periods, Secured Party may do so in such Grantor's name or in Secured Party's name, but at such Grantor's expense, and such Grantor hereby agrees to reimburse Secured Party in full for all expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining any of the Intellectual Property Collateral.

12. Effect on Other Loan Documents. This Agreement is a "Loan Document" as defined in the Loan Agreement and is supplemental to the Loan Agreement, and in no event shall this Agreement, or the recordation of this Agreement or any other documents in connection herewith with the United States Patent and Trademark Office, the United States Copyright Office, or any other government or public office or agency of the United States of America, adversely effect or impair, in any way or to any extent, the other Loan Documents, and the security interest of Secured Party in the Collateral (including the Intellectual Property Collateral) pursuant to the other Loan Documents. Any and all rights and interests of Secured Party in and to the Intellectual Property Collateral (and any and all obligations of Grantors with respect to the Intellectual Property Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Secured Party (and the obligations

of Grantors) in, to, or with respect to the Collateral (including Intellectual Property Collateral) provided in or arising under or in connection with the other Loan Documents. In the event of a conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

13. Preservation of Rights. No course of dealing between Grantors and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Rights are Cumulative. All of Secured Party's rights and remedies with respect to any of the Intellectual Property Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

15. Notices. Notices that are required to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the Loan Agreement, in the manner and within the time specified in the Loan Agreement.

16. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. Modification and Amendment. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 6.

18. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Without limiting the generality of the foregoing, Secured Party may (except as otherwise provided in the Loan Agreement) pledge, assign or otherwise transfer any or all of their respective rights under any or all of the Loan Documents to any other Person, and such other Person shall thereupon become vested with all of the benefits in respect thereof granted herein or otherwise. None of the rights or duties of Grantors hereunder may be assigned or otherwise transferred without the prior written consent of Secured Party.

19. Governing Law; Venue.

(a) THIS AGREEMENT HAS BEEN EXECUTED OR COMPLETED AND/OR IS TO BE PERFORMED IN NEW YORK, AND IT AND ALL

TRANSACTIONS HEREUNDER OR PURSUANT HERETO SHALL BE GOVERNED AS TO INTERPRETATION, VALIDITY, EFFECT, RIGHTS, DUTIES AND REMEDIES OF THE PARTIES HEREUNDER AND IN ALL RESPECTS BY THE LAWS OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW.

(b) EACH GRANTOR HEREBY IRREVOCABLY SUBMITS ITSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK COUNTY, ROCKLAND COUNTY OR WESTCHESTER COUNTY, NEW YORK AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN SECURED PARTY AND SUCH GRANTOR BY ANY MEANS ALLOWED UNDER STATE OR FEDERAL LAW. ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN SECURED PARTY AND ANY GRANTOR MAY BE BROUGHT AND LITIGATED IN ANY ONE OF THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, ROCKLAND COUNTY OR WESTCHESTER COUNTY, NEW YORK HAVING JURISDICTION. THE PARTIES HERETO HEREBY WAIVE AND AGREE NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, THAT ANY SUCH PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE THEREOF IS IMPROPER.

20. **Waiver of Jury Trial.** EACH GRANTOR AND SECURED PARTY HEREBY (i) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY AT ANY TIME ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR ASSOCIATED HEREWITH; (ii) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES; (iii) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS; AND (d) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AMONG OTHER THINGS, BY THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION.

21. Indemnity and Expenses. In addition to, but not in qualification or limitation of, any similar obligations under other Loan Documents:

(A) Grantors will indemnify Secured Party, together with its Affiliates, equity interest owners, officers, directors, members, managers, partners, employees, agents and representatives (collectively, the “Indemnitees”) from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including enforcement of this Agreement), whether based on contract, tort or any other theory, whether brought by a third party or by Grantors, and regardless of whether any Indemnitee is a party thereto, in all cases, **WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE NEGLIGENCE OF THE INDEMNITEE**; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) result from a claim brought by Grantors against an Indemnitee for breach in bad faith of such Indemnitee’s obligations hereunder or under any other Loan Document, if such Grantor has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

(B) GRANTORS WILL UPON DEMAND PAY TO SECURED PARTY THE AMOUNT OF ANY AND ALL REASONABLE COSTS AND EXPENSES, INCLUDING THE FEES AND DISBURSEMENTS OF SECURED PARTY’S COUNSEL AND OF ANY EXPERTS AND AGENTS, WHICH SECURED PARTY MAY INCUR IN CONNECTION WITH (A) THE TRANSACTIONS WHICH GIVE RISE TO THIS AGREEMENT, (B) THE PREPARATION OF THIS AGREEMENT AND THE PERFECTION AND PRESERVATION OF THE SECURITY INTEREST CREATED UNDER THIS AGREEMENT, (C) THE ADMINISTRATION OF THIS AGREEMENT; (D) THE CUSTODY, PRESERVATION, USE OR OPERATION OF, OR THE SALE OF, COLLECTION FROM, OR OTHER REALIZATION UPON, ANY INTELLECTUAL PROPERTY COLLATERAL; (E) THE EXERCISE OR ENFORCEMENT OF ANY OF THE RIGHTS OF SECURED PARTY HEREUNDER; OR (F) THE FAILURE BY GRANTORS TO PERFORM OR OBSERVE ANY OF THE PROVISIONS HEREOF, EXCEPT EXPENSES RESULTING FROM SECURED PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

22. Counterparts; Fax. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties hereby acknowledge and agree that facsimile or other electronically transmitted signatures of this Agreement shall have the same force and effect as original signatures.

23. No Oral Agreements. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten agreements between the parties.

24. Deficiency. In the event that the proceeds of any sale, collection or realization of or upon the Intellectual Property Collateral by Secured Party are insufficient to pay all Secured Obligations and any other amounts to which Secured Party is legally entitled, Grantors shall be liable for the deficiency, together with interest thereon as provided in the governing Loan Documents or (if no interest is so provided) at such other rate as shall be fixed by applicable law, together with the costs of collection and the reasonable fees of any attorneys employed by Secured Party to collect such deficiency.

25. Definitions. Terms used and not otherwise defined in this Agreement shall have the meaning given to such terms in the Loan Agreement. The following terms shall have the definitions set forth below:

“Copyright License” means any license or other agreement, whether now or hereafter in existence, under which is granted or authorized any right to use, translate, copy, reproduce, distribute, prepare derivative works, display, manufacture, sell or publish any records or other materials on which a Copyright is in existence or may come into existence, including the agreements identified in Schedule A attached hereto.

“Copyrights” means all the following: (a) all copyrights under the laws of the United States or any other country (whether or not the underlying works of authorship have been published), whether now or hereafter in existence, and all registrations and recordings thereof, all intellectual property rights to works of authorship (whether or not published), and all application for copyrights under the laws of the United States or any other country, including registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule A attached hereto, (b) all reissues, renewals and extensions thereof, (c) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing, and (d) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements thereof.

“Domain Names” means all domain names of a Grantor, whether now or hereafter in existence, including those described in Schedule A attached hereto, and all right, title and interest in respect thereof.

“Intellectual Property Collateral” means any Copyrights, Copyright Licenses, Other Assets, Patents, Patent Licenses, Trademarks, and Trademark Licenses; provided, however, that Intellectual Property Collateral shall at no time include Excluded Property (as defined in the Loan Agreement).

“Other Assets” means any other proprietary rights and intellectual property of a Grantor, including without limitation, Domain Names, trade secrets, formulations, manufacturing procedures, quality control procedures and product specifications relating to any products sold under the Patents, Copyrights, or Trademarks.

“Patent License” means any license or other agreement, whether now or hereafter in existence, under which is granted or authorized any right with respect to any Patent or any invention now or hereafter in existence, whether patentable or not, whether a patent or application for patent is in existence on such invention or not, and whether a patent or application for patent on such invention may come into existence, including the agreements identified in Schedule A attached hereto.

“Patents” means all the following: (a) all letters patent and design letters patent of the United States or any other country, whether now or hereafter in existence, and all applications for letters patent and design letters patent of the United States or any other country, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule A attached hereto, (b) all reissues, divisions, continuations, continuations-in-part, renewals and extensions thereof, (c) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing, and (d) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements thereof.

“Secured Obligations” means all Obligations as and when due and payable under or in respect of the Loan Agreement and any of the other Loan Documents and all renewals, extensions, amendments, modifications, supplements or restatements of or substitutions for any of the foregoing.

“Trademark License” means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including the agreements identified on Schedule A attached hereto.

“Trademarks” means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, whether now or hereafter in existence, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule A attached hereto, (d) all reissues, extensions and renewals thereof, (e) all claims

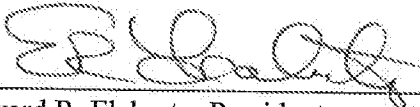
for, and rights to sue for, past, present or future infringements of any of the foregoing, and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements thereof.

[SIGNATURES ON FOLLOWING PAGE]


IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date set forth above.

GRANTORS:

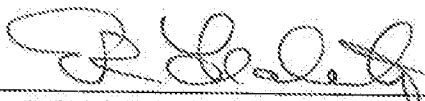
NATIONAL ENTERTAINMENT NETWORK, LLC

By: 
Edward R. Flaherty, President

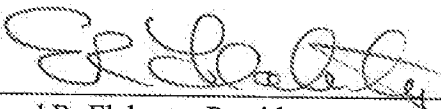
NEN MANAGEMENT LLC

By: 
Edward R. Flaherty, President

NEN MCP HOLDINGS, LLC

By: 
Edward R. Flaherty, Secretary

FOLZ VENDING, LLC

By: 
Edward R. Flaherty, President

SECURED PARTY:

STERLING NATIONAL BANK

By: 
Barbara J. Coffin, Vice President

SCHEDULE A
Intellectual Property Collateral

ISSUED PATENTS, PENDING PATENT APPLICATIONS AND PATENT LICENSES

None.

REGISTERED TRADEMARKS

MARK	SERIAL NUMBER	REG. NO.	REGISTRATION DATE	OWNER
Folz	76586239	2943520	4/26/2005	National Entertainment Network, LLC
Fun Shoppe	86767402	5089231	11/29/2016	National Entertainment Network, LLC
Kid Shoppe	75426799	2287231	10/19/1999	National Entertainment Network, LLC
National Entertainment Network	85317647	4329567	4/30/2013	National Entertainment Network, LLC
National Entertainment Network	85978895	4368721	7/16/2013	National Entertainment Network, LLC
NEN National Entertainment Network	85317646	4366653	7/16/2013	National Entertainment Network, LLC
Rainbow Crane	78412157	2948024	5/10/2005	National Entertainment Network, LLC
Rainbow Crane	78412147	2981049	8/2/2005	National Entertainment Network, LLC
Shoppe	75319445	2233463	3/23/1999	National Entertainment Network, LLC
Sugar Loaf	73794709	1579191	1/23/1990	National Entertainment Network, LLC
Sugar Loaf	74012435	1624588	11/27/1990	National Entertainment Network, LLC
Toy Shoppe	74011920	1616544	10/9/1990	National Entertainment Network, LLC
Stickerama	75686877	2441905	4/10/2001	Folz Vending, LLC
Stuffed Green	77463665	3596376	3/24/2009	National Entertainment Network, LLC
Sugarloaf	74550421	1905902	7/18/1995	National Entertainment Network, LLC
Sugarloaf	74550417	2028133	1/7/1997	National Entertainment Network, LLC
Sugar Loaf	74550221	1950388	1/23/1996	National Entertainment Network, LLC
Sugar Loaf	74550424	1957176	2/20/1996	National Entertainment Network, LLC
Treasure Shoppe	74440944	1930216	10/24/1995	National Entertainment Network, LLC

TRADEMARK APPLICATIONS AND LICENSES

None.

**COPYRIGHT REGISTRATIONS,
PENDING COPYRIGHT APPLICATIONS AND COPYRIGHT LICENSES**

None.

DOMAIN NAMES

Credit Party	Domain Name
National Entertainment Network, LLC	FOLZVENDING.COM
National Entertainment Network, LLC	NEN-INC.COM
National Entertainment Network, LLC	NEN-LLC.COM
National Entertainment Network, LLC	NENCREATIVE.COM
National Entertainment Network, LLC	NENNOW.COM
National Entertainment Network, LLC	RAINBOWCRANES.COM
National Entertainment Network, LLC	RAINBOWCRANE.COM
National Entertainment Network, LLC	SKILLCRANE.COM
National Entertainment Network, LLC	SUGARBUCKS.COM
National Entertainment Network, LLC	SUGARLOAF-USA.COM
National Entertainment Network, LLC	SUGARLOAFCREATIONS.COM
National Entertainment Network, LLC	SUGARLOAFSHOPPE.COM
National Entertainment Network, LLC	VESCAJEWELRY.COM

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