

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434760

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHRINKY DINKS HOLDINGS, LLC		06/26/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1042382	SHRINKY DINKS	
Registration Number:	3935478	THE INCREDIBLE SHRINKY DINKS MAKER	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	07/12/2017		
Total Attachments: 9			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”) is made as of June 26, 2017 by SHRINKY DINKS HOLDINGS, LLC (“**Grantor**”), in favor of BANK OF AMERICA, N.A. (“**Agent**”) as agent for the financial institutions and other Persons (the “**Lenders**”) from time to time party to the Loan and Security Agreement described below. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan and Security Agreement.

W I T N E S S E T H

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof, among ALEX TOYS, LLC (“**Alex**”) and POOF-SLINKY, LLC (“**PSLLC**”) and together with Alex, collectively, the “**Borrowers**”), as borrowers thereunder, the Guarantors party thereto, Agent and the Lenders (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan and Security Agreement**”), the Lenders have agreed to make certain Loans and extend certain other financial accommodations to or for the benefit of the Grantor; and

WHEREAS, pursuant to the Loan and Security Agreement, the Grantor granted to Agent, for the benefit of the Secured Parties, a continuing security interest in, among other Collateral, certain Intellectual Property of the Grantor, including Trademarks, and have agreed to execute this Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate Governmental Authorities;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Agent as follows:

1. Grant of Security. To secure the prompt payment and performance of the Obligations, Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions or otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other appropriate Governmental Authorities to record this Trademark Security Agreement upon request by the Agent.

3. Loan Documents. The Loan and Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference hereto. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

SHRINKY DINKS HOLDINGS,
LLC

By: 

Name: John Belniak

Title: Authorized Officer

Address for Notices:

c/o Propel Equity Partners
10 Glenville Street
Greenwich, Connecticut 06831
Telecopy: 203-930-7731

[Signatures continued on following page]

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.
as Agent

By: 

Name: William J. Wilson

Title: Senior Vice President

Trademark Security Agreement (ABL) (Shrinky Dinks Holdings, LLC)

TRADEMARK
REEL: 006103 FRAME: 0737

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration No.	Registration Date	Owner	Country
SHRINKY DINKS	1042382	29-Jun-1976	SHRINKY DINKS HOLDINGS, LLC	United States of America
THE INCREDIBLE SHRINKY DINKS MAKER	3935478	22-Mar-2011	SHRINKY DINKS HOLDINGS, LLC	United States of America

FOREIGN TRADEMARK REGISTRATIONS

Trademark	Registration No.	Registration Date	Owner	Country
SHRINKY DINKS	2316286	25-Sep-2009	SHRINKY DINKS HOLDINGS, LLC	Argentina
SHRINKY DINKS	905653	7-Mar-2002	SHRINKY DINKS HOLDINGS, LLC	Australia
SHRINKY DINKS	824358830	27-Sep-2011	SHRINKY DINKS HOLDINGS, LLC	Brazil
SHRINKY DINKS	281565	22-Jul-1983	SHRINKY DINKS HOLDINGS, LLC	Canada
SHRINKY DINKS	3853743	28-Jan-2007	SHRINKY DINKS HOLDINGS, LLC	China
SHRINKY DINKS	5729769	11-Mar-2008	SHRINKY DINKS HOLDINGS, LLC	European Union
SHRINKY DINKS	300113264	19-Nov-2003	SHRINKY DINKS HOLDINGS, LLC	Hong Kong
SHRINKY DINKS	IDM000043646	19-Nov-2003	SHRINKY DINKS HOLDINGS, LLC	Indonesia
SHRINKY DINKS	1180092 (International)	5-Aug-2013	SHRINKY DINKS HOLDINGS, LLC	International
SHRINKY DINKS	195311	3-Jun-2008	SHRINKY DINKS HOLDINGS, LLC	Israel
SHRINKY DINKS	2249919	30-Jul-1990	SHRINKY DINKS HOLDINGS, LLC	Japan

Trademark	Registration No.	Registration Date	Owner	Country
SHRINKY DINKS	200315829	20-Apr-2006	SHRINKY DINKS HOLDINGS, LLC	Malaysia
SHRINKY DINKS	1230682	29-Jul-2011	SHRINKY DINKS HOLDINGS, LLC	Mexico
SHRINKY DINKS	115630	9-Feb-1984	SHRINKY DINKS HOLDINGS, LLC	Norway
SHRINKY DINKS	42011500884	29-Jul-2011	SHRINKY DINKS HOLDINGS, LLC	Philippines
SHRINKY DINKS	1180092 (Republic of Korea)	5-Aug-2013	SHRINKY DINKS HOLDINGS, LLC	Republic of Korea
SHRINKY DINKS	T0318607Z	20-Jul-2004	SHRINKY DINKS HOLDINGS, LLC	Singapore
SHRINKY DINKS	819616	17-Dec-1981	SHRINKY DINKS HOLDINGS, LLC	South Africa
SHRINKY DINKS	1112027	16-Jul-2004	SHRINKY DINKS HOLDINGS, LLC	Taiwan R.O.C.
EZEE SHRINKS	2477013	13-Jun-2008	SHRINKY DINKS HOLDINGS, LLC	United Kingdom