

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440062

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Imagine Nation Books, Ltd.		08/17/2017	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	Great Western Bank		
Street Address:	220 Josephine Street		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80206		
Entity Type:	Bank Corporation: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	5237782	CG	
Registration Number:	4939946	3Z PAY	
Registration Number:	4884658	WHIMSICAL GARDEN	
Registration Number:	4862873	IMAGINE NATION KIDS	
Registration Number:	4855676	JORDAN MARK	
Registration Number:	4855675	SOFIA VITALI	
Registration Number:	4869957	3ASY PAY	
Registration Number:	4799869	BOREDOM BUSTERS	
Registration Number:	4812960	COOL BUILDERS	
Registration Number:	4921270	EB	
Registration Number:	4817984	IMAGINE NATION BOOKS LTD.	
Registration Number:	4805726	GREEN CUISINE	
Registration Number:	4070356	REWARDS ARE FUN	
Registration Number:	3943607	SNO-MOMETER	
Registration Number:	3210300	PHANTASIA'S	
Registration Number:	2986409	JEWELRY IS FUN	
Registration Number:	3692227	BOOKS ARE FUN	
Registration Number:	2719217		
Registration Number:	2269139	BOOKS ARE FUN LTD.	

CH \$740.00 5237782

Property Type	Number	Word Mark
Registration Number:	2128314	BOOKS ARE FUN
Serial Number:	87413656	BEACHES & BONFIRES
Serial Number:	87413594	BEACHES & BONFIRES
Serial Number:	87189649	POP-UP PHILANTHROPIST
Serial Number:	87413699	BEACHES & BONFIRES
Serial Number:	87413630	BEACHES & BONFIRES
Serial Number:	87026251	BEYOND IMAGINE NATION
Serial Number:	86851024	IMAGINE NATION
Serial Number:	86851021	
Serial Number:	86795208	COLLECTIVE GOODS

CORRESPONDENCE DATA

Fax Number: 4352143811

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: 435-214-3807

Email: mjones@markuswilliams.com

Correspondent Name: Melinda Jones

Address Line 1: 2750 Rasmussen Road, Suite H-104

Address Line 4: Park City, UTAH 84098

ATTORNEY DOCKET NUMBER:	11142.075
NAME OF SUBMITTER:	Melinda Jones
SIGNATURE:	/mej/
DATE SIGNED:	08/21/2017

Total Attachments: 11

- source=Patent and Trademark Security Agreement - Imagine Nation Books, Ltd#page1.tif
- source=Patent and Trademark Security Agreement - Imagine Nation Books, Ltd#page2.tif
- source=Patent and Trademark Security Agreement - Imagine Nation Books, Ltd#page3.tif
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- source=Patent and Trademark Security Agreement - Imagine Nation Books, Ltd#page8.tif
- source=Patent and Trademark Security Agreement - Imagine Nation Books, Ltd#page9.tif
- source=Patent and Trademark Security Agreement - Imagine Nation Books, Ltd#page10.tif
- source=Patent and Trademark Security Agreement - Imagine Nation Books, Ltd#page11.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of August 17, 2017, is made by and between **Imagine Nation Books, Ltd.**, an Iowa corporation having a business location at the address set forth below next to its signature ("Borrower"), and **Great Western Bank** ("Lender"), having a business location at the address set forth below next to its signature.

Recitals

Borrower and Lender are parties to a Credit Agreement (as amended, modified, supplemented or restated from time to time, the "Credit Agreement") of even date herewith, setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrower.

As a condition to extending credit to or for the account of Borrower, Lender has required the execution and delivery of this Agreement by Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Borrower's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Borrower's right, title and interest in and to:
(i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each,
(ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Borrower hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Borrower represents, warrants and agrees as follows:

(a) Existence; Authority. Borrower is a duly organized corporation, validly existing under the laws of its state of organization, and this Agreement has been duly authorized by all necessary action on the part of Borrower.

(b) Patents. Exhibit A accurately lists all Patents owned or controlled by Borrower as of the date hereof, or to which Borrower has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Borrower owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Borrower shall within thirty (30) days provide written notice to Lender with a replacement Exhibit A, which upon acceptance by Lender shall become part of this Agreement.

(c) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Borrower's or any Affiliate's business(es). Borrower shall provide Lender an updated Exhibit B (i) annually (by August 31 of each calendar year) and (ii) promptly after Lender's request at any time after the occurrence of an Event of Default. If no written objection is received By Borrower from Lender within five (5) Business Days after receipt, the updated Exhibit B shall be deemed to be accepted by Lender and shall become part of this Agreement.

(d) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Borrower, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Borrower shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Borrower; or (ii) notify Lender of such item(s) and cause such Affiliate to execute and deliver to Lender a patent and trademark security agreement substantially in the form of this Agreement.

(e) Title. Borrower has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Borrower (i) will have, at the time Borrower acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) No Sale. Except as permitted in the Credit Agreement, Borrower will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Lender's prior written consent. Notwithstanding the foregoing, Borrower is free to license its trademark(s) to third-parties on a non-exclusive basis

including, without limitation, Borrowers' sales representatives, in the ordinary course of business consistent with past practices without Lender's prior written consent.

(g) Defense. Borrower will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) Maintenance. Borrower will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Borrower covenants that, subject to the exercise of its reasonable business judgment, it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, except that Borrower may permit any Patent or Trademark to lapse if it has reasonably determined that such Patent or Trademark is no longer useful in its business.

(i) Lender's Right to Take Action. If Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, or if Borrower notifies Lender that it intends to abandon a Patent or Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Borrower (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Borrower shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under Section 3(i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the Default Rate.

(k) Power of Attorney. To facilitate Lender's taking action under subsection (i) and exercising its rights under Section 6, Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Borrower under this Section 3, or, necessary for Lender, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination

of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Borrower's Use of the Patents and Trademarks. Borrower shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan Documents.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Governing Law. This Agreement and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Colorado.

8. Severability of Invalid Provisions. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. All rights, remedies and powers provided in this Agreement and the other Loan Documents may be exercised only to the extent that the exercise thereof does not violate any applicable mandatory provisions of law, and all the provisions of this Agreement and other Loan Documents are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement or the other Loan Documents invalid or unenforceable.

9. Duplicate Originals; Counterpart Execution. This Agreement may be executed in any number of counterparts, and by the different parties hereto on separate counterpart signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Each of such counterparts shall be an original, but all counterparts together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature

page to this Agreement by telecopier or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement. Borrower shall promptly send its original of each counterpart to Lender, but Borrower's failure to do so shall not affect the validity, enforceability, and binding effect of this Agreement.

10. WAIVER OF JURY TRIAL. EACH OF BORROWER AND LENDER HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. BORROWER AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER UNDER THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

11. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. No course of dealing or delay or failure to assert any Event of Default shall constitute a waiver of that Event of Default or of any prior or subsequent Event of Default. All rights and remedies of Lender are cumulative and not exclusive of any other rights or remedies, and shall be in addition to every other right, power, and remedy that Lender may have, whether specifically granted herein or hereafter existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Lender may deem expedient in its sole discretion. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Lender shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of the Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective participants, successors and assigns and shall take effect when signed by Borrower and delivered to Lender, and Borrower waives notice of Lender's acceptance hereof. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Borrower shall have the same force and effect as the original for all purposes of a financing statement. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

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IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Imagine Nation Books, Ltd.
282 Century Place, Suite 2000
Louisville, Colorado 80027

IMAGINE NATION BOOKS, LTD.

By: *Earl Kaplan*
Name: Earl Kaplan
Title: Chief Executive Officer

STATE OF Colorado)
COUNTY OF Boulder)

The foregoing instrument was acknowledged before me this 16th day of August, 2017, by Earl Kaplan, the Chief Executive Officer of Imagine Nation Books, Ltd., an Iowa corporation, on behalf of such corporation.

[Signature]
Notary Public

DIANE K YOUNG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084017538
MY COMMISSION EXPIRES AUGUST 17, 2020

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
NONE		

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
NONE		

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
NONE			


FOREIGN PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
NONE		

EXHIBIT B


**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
	5,237,782	July 4, 2017
3Z PAY	4,939,946	April 19, 2016
Whimsical Garden	4,884,658	January 12, 2016
Imagine Nation Kids	4,862,873	December 1, 2015
Jordan Mark	4,855,676	November 17, 2015
Sofia Vitali	4,855,675	November 17, 2015
3ASY PAY	4,869,957	December 15, 2015
Boredom Busters	4,799,869	August 25, 2015
Cool Builders	4,812,960	September 15, 2015
EB	4,921,270	March 22, 2016
IMAGINE NATION BOOKS LTD.	4,817,984	September 22, 2015

Green Cuisine	4,805,726	September 1, 2015
REWARDS ARE FUN	4,070,356	December 13, 2011
Sno-Mometer	3,943,607	April 12, 2011
PHANTASIA'S	3,210,300	February 20, 2007
JEWELRY IS FUN	2,986,409	August 16, 2005
	3,692,227	October 6, 2009
	2,719,217	May 27, 2003
	2,269,139	August 10, 1999
BOOKS ARE FUN	2,128,314	January 13, 1998

APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
BEACHES & BONFIRES	87/413656	April 17, 2017
	87/413594	April 17, 2017

Pop-up Philanthropist	87/189649	September 30, 2016
BEACHES & BONFIRES	87/413699	April 17, 2017
	87/413630	April 17, 2017
BEYOND IMAGINE NATION	87/026251	May 5, 2016
IMAGINE NATION	86/851024	December 16, 2015
	86/851021	December 16, 2015
COLLECTIVE GOODS	86/795208	October 21, 2015

COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

NONE