

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magical Elves, LP		01/18/2018	Limited Partnership: CALIFORNIA
RECEIVING PARTY DATA			
Name:	U.S. Bank Trustees Limited		
Street Address:	125 Old Broad Street		
Internal Address:	5th Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2N 1AR		
Entity Type:	Limited Liability Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4940218	MAGICAL ELVES	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	031963		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	01/19/2018		
Total Attachments: 5			
source=1-19-18 Magical Elves-TM#page1.tif			
source=1-19-18 Magical Elves-TM#page2.tif			
source=1-19-18 Magical Elves-TM#page3.tif			

CH \$40.00 4940218

source=1-19-18 Magical Elves-TM#page4.tif

source=1-19-18 Magical Elves-TM#page5.tif

Grant of Security Interest
in United States Trademarks

This **TRADEMARK SECURITY AGREEMENT**, dated as of January, 18 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of U.S. BANK TRUSTEES LIMITED, as Security Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Security Agent**").

WHEREAS, the Grantors are party to a Security Agreement dated as of January 18, 2018 (the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Security Agent pursuant to which the Grantors granted a security interest to the Security Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Security Agent as follows:

SECTION. 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest

To secure the due and punctual payment of all Secured Liabilities of it and of all other Obligors, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due, in accordance with the terms thereof and to secure the performance of all of its obligations and the obligations of all other Obligors hereunder and under the other Finance Documents in respect of the Secured Liabilities, each Grantor hereby grants to the Security Agent for the benefit of the Secured Parties a security interest in, and each Grantor hereby pledges and collaterally assigns to the Security Agent for the benefit of the Secured Parties, all of such Grantor's right, title and interest in, to and under the following Collateral, being herein collectively referred to as the "Trademark Collateral":

each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule A hereto, excluding all "intent-to-use" United States trademark applications for which an "Amendment to Allege Use" or "Statement of Use" has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the

United States Patent and Trademark Office; *provided, that, Schedule A*, includes only Recordable Intellectual Property.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Termination

Upon the occurrence of the Discharge Date and termination of the Security Agreement, the Security Agent shall execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the
January 18, 2018.

MAGICAL ELVES, LP, as Grantor

By: _____
Name: Jennifer Roberts
Title: Chief Financial Officer

U.S. BANK TRUSTEES LIMITED, as
Security Agent

By: _____
Name:
Title:

[Trademark Security Agreement]

TRADEMARK
REEL: 006254 FRAME: 0318

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the January 18, 2018.

MAGICAL ELVES, LP, as Grantor

By: _____

Name:

Title:

U.S. BANK TRUSTEES LIMITED, as
Security Agent

By: _____

Name:

Title:

Hanish Bhatt

Authorised Signatory

Michael Leong

Authorised Signatory

[Trademark Security Agreement]

Schedule A to Trademark Security Agreement

TRADEMARKS

Loan Party	Registration No.	Country	Issue Date	Mark
MAGICAL ELVES, LP	4940218	United States	July 15, 2015	MAGICAL ELVES

TRADEMARK APPLICATIONS

Serial No.	Country	Filing Date	Mark
------------	---------	-------------	------

None.