

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM461103

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Colorforms Brand LLC		02/01/2018	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal, as Agent		
<b>Street Address:</b>	11th Floor, First Canadian Place		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5X1A1		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0761273	C	
<b>Serial Number:</b>	87688347	CHARLIE'S COLORFORMS CITY	
<b>Serial Number:</b>	76201704	COLORFELTS	
<b>Registration Number:</b>	5058380	COLORFORMS	
<b>Registration Number:</b>	2657668	COLORFORMS	
<b>Registration Number:</b>	0761272	COLORFORMS	
<b>Registration Number:</b>	2585276	FUN POCKETS	
<b>Serial Number:</b>	87642332	SILLY FACES	
<b>Registration Number:</b>	3704906	SPLATTER MAT	
<b>Serial Number:</b>	87244533	STICKS LIKE MAGIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	michael.barys@clarivate.com		
<b>Correspondent Name:</b>	Gregory T. Pealer		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		

OP \$265.00 0761273

<b>NAME OF SUBMITTER:</b>	Gregory T. Pealer
<b>SIGNATURE:</b>	/Michael Barys/
<b>DATE SIGNED:</b>	02/06/2018
<b>Total Attachments: 6</b> source=Trademark1#page1.tif source=Trademark1#page2.tif source=Trademark1#page3.tif source=Trademark1#page4.tif source=Trademark1#page5.tif source=Trademark1#page6.tif	

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Colorforms Brand LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) February 1, 2018

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of Montreal, as Agent

Street Address: 11th Floor, First Canadian Place

City: Toronto

State: Ontario

Country: Canada Zip: M5X 1A1

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No. (s) Text

B. Trademark Registration No. (s)

See Schedule A

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-2955

Docket Number: 4255477

Email Address: pealer@chapman.com

**6. Total number of applications and registrations involved:**

10


**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**  for Chapman and Cutler LLP

February 6, 2018

Signature

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (871) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK COLLATERAL AGREEMENT

This February 1, 2018, COLORFORMS BRAND LLC, a New York limited liability company (together with its successors, by amalgamation or otherwise, and permitted assigns, the "*Debtor*") with its principal place of business and mailing address at 1270 Avenue of the Americas, Suite 501, New York, New York 10020 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL, a Canadian chartered bank ("*BMO*"), with its mailing address at 11th Floor, First Canadian Place, Toronto, Ontario M5X 1A1 Canada, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent, together with its successors, by amalgamation or otherwise, and permitted assigns, the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) 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 (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of the Debtor and/or its affiliates as set out in that certain Security Agreement bearing even date herewith between Debtor and the Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the

Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

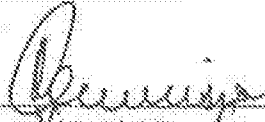
Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

COLORFORMS BRAND LLC

By   
Name Vincent D. Louche  
Title CEO

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Signature Page to Trademark Collateral Agreement


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.


COLORFORMS BRAND LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent



By  \_\_\_\_\_  
Name Francois Wentzel  
Title Managing Director

By  \_\_\_\_\_  
Name Allen Benjamin  
Title Director, Loan Syndications

Signature Page to Trademark Collateral Agreement

**SCHEDULE A  
To  
TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

	Status	Country	App No	File Date	Reg No	Reg Date
	Registered	United States of America	72146022	04-Jun-1962	0761273	10-Dec-1963
CHARLIE'S COLORFORMS CITY	Pending	United States of America	87658347	16-Nov-2017		
COLORFELTS	Registered	United States of America	76201704	29-Jan-2001	76201704	26-Nov-2002
COLORFORMS	Registered	United States of America	86917532	23-Feb-2016	5058380	11-Oct-2016
COLORFORMS	Registered	United States of America	75874836	17-Dec-1999	2657668	10-Dec-2002
COLORFORMS 	Registered	United States of America	72146021	04-Jun-1962	0761272	10-Dec-1963
FUN POCKETS	Registered	United States of America	76316490	24-Sep-2001	2585276	25-Jun-2002
SILLY FACES	Pending	United States of America	87642332	11-Oct-2017		
SPLATTER MAT	Registered	United States of America	77705316	02-Apr-2009	3704906	03-Nov-2009
STICKS LIKE MAGIC	Pending	United States of America	87244533	11-Nov-2016		