

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461484

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Polyform Products Company, Inc.		02/07/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Polyform Strategic Capital DebtCo, LLC
Street Address:	450 S. Orange Ave., 14th Floor
Internal Address:	c/o CNL Strategic Capital, LLC
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32801
Entity Type:	Limited Liability Company: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2848938	EZ SHAPE
Registration Number:	3740059	LIQUID SCULPEY
Registration Number:	4076174	LIVING DOLL
Registration Number:	4238986	MODEL AIR
Registration Number:	3759140	PLUFFY
Registration Number:	1528425	POLYFORM
Registration Number:	2385956	PREMO! SCULPEY
Registration Number:	2241219	PREMO! SCULPEY
Registration Number:	4323533	PREMO! SCULPEY ACCENTS
Registration Number:	1528424	SCULPEY
Registration Number:	2706692	SCULPEY AMAZING ERASER CLAY
Registration Number:	4076309	SCULPEY BAKE & BEND
Registration Number:	3713191	SCULPEY BAKE SHOP
Registration Number:	1828252	SCULPEY III
Registration Number:	4073125	SCULPEY KEEPSAKE
Registration Number:	3275269	SCULPEY ULTRALIGHT
Registration Number:	1827453	SUPER SCULPEY
Registration Number:	5117223	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5117221	
Registration Number:	5117222	
Registration Number:	5117220	
Serial Number:	87409956	ERASER MAKER
Registration Number:	4998258	ORIGINAL SCULPEY
Registration Number:	5021327	PREMO! SCULPEY
Registration Number:	5021326	PREMO! SCULPEY
Registration Number:	4998257	SCULPEY
Registration Number:	5021324	SCULPEY
Registration Number:	5021325	SCULPEY

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 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: 063656

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 02/08/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 7th day of February, 2018, by POLYFORM PRODUCTS COMPANY, INC., a Delaware corporation ("Grantor"), in favor of POLYFORM STRATEGIC CAPITAL DEBTCO, LLC, in its capacity as Collateral Agent for the Secured Parties (as defined in the Guarantee and Collateral Agreement referenced below) (in such capacity, "Grantee"):

WITNESSETH

WHEREAS, Grantor, together with each other Person that from time to time becomes a borrower thereunder pursuant to the terms thereof, are referred to herein individually as a "Company" and collectively as the "Companies", the Company Representative, the financial institutions party thereto from time to time, as Purchasers, and Grantee have entered into that certain Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), pursuant to which Grantee and Purchasers have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Companies.

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement of even date herewith among Grantee, Grantor and the other Note Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of the Secured Parties, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Note Purchase Agreement and the Redemption Note (as defined in the Guarantee and Collateral Agreement).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Guarantee and Collateral Agreement Controls. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations (as defined in the Guarantee and Collateral Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Secured Parties, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(a) all of its Trademarks and all Intellectual Property Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule A hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

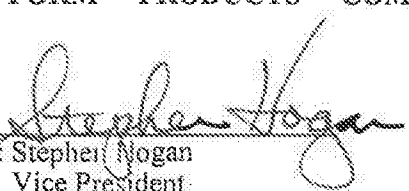
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any 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 upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

POLYFORM PRODUCTS COMPANY,
INC.

By: 
Name: Stephen Nogan
Title: Vice President

Agreed and Accepted
As of the Date First Written Above:

**POLYFORM STRATEGIC CAPITAL
DEBTCO, LLC, as Collateral Agent**


By: 
Name: TAMMY TIPTON
Title: CFO and TREASURER

Trademark Security Agreement

**TRADEMARK
REEL: 006304 FRAME: 0916**

Schedule A

Trademark Registrations & Applications

Mark	Source	Status	App. Date/ App. No.	Reg. Date/Reg. No.	Owner
EZ SHAPE	USPTO	Registered	App 20-DEC-2002 App 76477163	Reg 01-JUN-2004 Reg 2848938	POLYFORM PRODUCTS COMPANY
LIQUID SCULPEY	USPTO	Registered	App 14-AUG-2009 App 77804578	Reg 19-JAN-2010 Reg 3740059	POLYFORM PRODUCTS COMPANY
LIVING DOLL	USPTO	Registered	App 06-DEC-2010 App 85191082	Reg 27-DEC-2011 Reg 4076174	POLYFORM PRODUCTS COMPANY
MODEL AIR	USPTO	Registered	App 22-SEP-2011 App 85429187	Reg 06-NOV-2012 Reg 4238986	POLYFORM PRODUCTS COMPANY
PLUFFY	USPTO	Registered	App 19-MAR-2009 App 77594886	Reg 09-MAR-2010 Reg 3759140	POLYFORM PRODUCTS COMPANY
POLYFORM	USPTO	Registered	App 20-MAY-1988 App 73729834	Reg 07-MAR-1989 Reg 1528425	POLYFORM PRODUCTS, INC.
PREMO! SCULPEY 	USPTO	Registered	App 31-JUL-1997 App 75333515	Reg 12-SEP-2000 Reg 2385956	POLYFORM PRODUCTS COMPANY
PREMO! SCULPEY	USPTO	Registered	App 02-JUL-1997 App 75318595	Reg 20-APR-1999 Reg 2241219	POLYFORM PRODUCTS COMPANY
PREMO! SCULPEY ACCENTS	USPTO	Registered	App 08-AUG-2012 App 85898760	Reg 23-APR-2013 Reg 4323533	POLYFORM PRODUCTS COMPANY
SCULPEY	USPTO	Registered	App 20-MAY-1988 App 73729747	Reg 07-MAR-1989 Reg 1528424	POLYFORM PRODUCTS, INC.
SCULPEY AMAZING ERASER CLAY	USPTO	Registered	App 08-APR-2002 App 76393029	Reg 15-APR-2003 Reg 2706892	POLYFORM PRODUCTS COMPANY
SCULPEY BAKE & BEND	USPTO	Registered	App 10-FEB-2011 App 85238735	Reg 27-DEC-2011 Reg 4076309	POLYFORM PRODUCTS COMPANY
SCULPEY BAKE SHOP	USPTO	Registered	App 29-OCT-2008 App 77802980	Reg 17-NOV-2009 Reg 3713191	POLYFORM PRODUCTS COMPANY
SCULPEY III	USPTO	Registered	App 25-JUN-1993 App 74405562	Reg 29-MAR-1994 Reg 1828252	POLYFORM PRODUCTS COMPANY
SCULPEY KEEPSAKE	USPTO	Registered	App 30-DEC-2010 App 85207844	Reg 20-DEC-2011 Reg 4073125	POLYFORM PRODUCTS COMPANY
SCULPEY ULTRALIGHT	USPTO	Registered	App 12-SEP-2006 App 78972538	Reg 07-AUG-2007 Reg 3275269	POLYFORM PRODUCTS COMPANY

Mark	Source	Status	App. Date/ App. No.	Reg. Date/Reg. No.	Owner
					
SUPER SCULPEY	USPTO	Registered	App 28-JUN-1993 App 74406194	Reg 23-MAR-1994 Reg 1827453	POLYFORM PRODUCTS COMPANY
Design Only	USPTO	Registered	App 25-OCT-2016 App 86819675	Reg 10-JAN-2017 Reg 5117223	POLYFORM PRODUCTS COMPANY
Design Only	USPTO	Registered	App 25-OCT-2016 App 86819646	Reg 10-JAN-2017 Reg 5117221	POLYFORM PRODUCTS COMPANY
Design Only	USPTO	Registered	App 25-OCT-2016 App 86819656	Reg 10-JAN-2017 Reg 5117222	POLYFORM PRODUCTS COMPANY
Design Only	USPTO	Registered	App 25-OCT-2016 App 86819621	Reg 10-JAN-2017 Reg 5117220	POLYFORM PRODUCTS COMPANY
ERASER MARKER	USPTO	Pending	App 13-APR-2017 App 87409956	--	POLYFORM PRODUCTS COMPANY
ORIGINAL SCULPEY (Stylized) 	USPTO	Registered	App 26-APR-2016 App 86852596	Reg 12-JULY-2016 Reg 4998258	POLYFORM PRODUCTS COMPANY
PREMO! SCULPEY	USPTO	Registered	App 31-MAY-2016 App 86852582	Reg 16-AUG-2016 Reg 5021327	POLYFORM PRODUCTS COMPANY
PREMO! SCULPEY	USPTO	Registered	App 31-MAY-2016 App 86852567	Reg 16-AUG-2016 Reg 5021326	POLYFORM PRODUCTS COMPANY
SCULPEY	USPTO	Registered	App 26-APR-2016 App 86852557	Reg 12-JULY-2016 Reg 4998257	POLYFORM PRODUCTS COMPANY
SCULPEY	USPTO	Registered	App 31-MAY-2016 App 86852530	Reg 16-AUG-2016 Reg 5021324	POLYFORM PRODUCTS COMPANY
SCULPEY	USPTO	Registered	App 31-MAY-2016 App 86852542	Reg 16-AUG-2016 Reg 5021325	POLYFORM PRODUCTS COMPANY

Trademark Licenses

None.