

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470162

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CALENDAR HOLDINGS LLC		04/17/2018	Limited Liability Company: DELAWARE
FUEGO HOLDINGS LLC		04/17/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	2100 Ross Avenue
Internal Address:	Suite 1850
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4088936	FLIP DAY
Registration Number:	4026971	CALENDAR INK
Registration Number:	3928345	CALENDAR INK
Registration Number:	4372593	GO!
Registration Number:	4372026	GO!
Registration Number:	4372025	GO!
Registration Number:	4372024	GO!
Registration Number:	4372021	GO! CALENDARS & TOYS
Registration Number:	4372020	GO! GAMES & TOYS
Registration Number:	4372019	GO! CALENDARS GAMES & TOYS
Registration Number:	4147829	GO! CALENDARS
Registration Number:	3881995	GO! TOYS & GAMES
Registration Number:	3878408	GO! TOYS
Registration Number:	3881994	GO! GAMES
Registration Number:	2791814	GO! THE GAME STORE
Registration Number:	2073843	CALENDAR CLUB

OP \$515.00 4088936

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5327954	ATTIC SALT
Serial Number:	87632815	SNOOZIMALS
Serial Number:	87642761	FUEGO
Serial Number:	87628008	SNOOZIMALS

CORRESPONDENCE DATA

Fax Number:

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.

Email: laura.o'brien@hklaw.com
Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Ave.
Address Line 2: 11th Floor
Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	057833.00102
NAME OF SUBMITTER:	Laura O'Brien
SIGNATURE:	/Laura O'Brien/
DATE SIGNED:	04/17/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time this “Trademark Security Agreement”) is made as of this 17th day of April, 2018, among each Grantor listed on the signature pages hereof (each a “Grantor” and collectively, the “Grantors”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “Agent”).

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the “Credit Agreement”) among the Grantors and their affiliates from time to time party thereto as Borrowers or Guarantors, the persons which are now or which hereafter become a party thereto as lenders (collectively, the “Lenders”) and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of such Grantor’s trademarks, trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, designs, graphics, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated with the foregoing, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (collectively, “Trademarks”), and licenses for any of the foregoing (“Licenses”), including those referred to on Schedule I hereto;

(b) all extensions or renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by any Grantor against third parties for past, present or future infringement of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by each Grantor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Each such Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting any Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of any Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders,

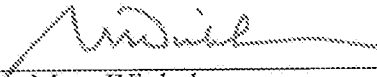
and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's permitted successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

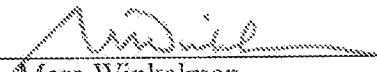
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

CALENDAR HOLDINGS LLC,
a Delaware limited liability company

By: 
Name: Marc Winkelman
Title: Authorized Representative

FUEGO HOLDINGS LLC,
a Delaware limited liability company

By: 
Name: Marc Winkelman
Title: Authorized Representative

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Ken Zoller

Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Owner	Serial/Registration Number	Filing Date/Registration Date	Mark
Calendar Holdings LLC	87/632815	October 4, 2017	Snoozimals
Calendar Holdings LLC	87/628008	September 29, 2017	Snoozimals
Calendar Holdings LLC	4088936	January 17, 2012	Flip Day
Calendar Holdings LLC	4026971	September 13, 2011	Calendar Ink
Calendar Holdings LLC	3928345	March 8, 2011	Calendar Ink
Calendar Holdings LLC	4372593	July 23, 2013	Go!
Calendar Holdings LLC	4372026	July 23, 2013	Go!
Calendar Holdings LLC	4372025	July 23, 2013	Go!
Calendar Holdings LLC	4372024	July 23, 2013	Go!
Calendar Holdings LLC	4372021	July 23, 2013	Go! Calendars & Toys
Calendar Holdings LLC	4372020	July 23, 2013	Go! Games & Toys
Calendar Holdings LLC	4372019	July 23, 2013	Go! Calendars Games & Toys
Calendar Holdings LLC	4147829	May 22, 2012	Go! Calendars
Calendar Holdings LLC	3881995	November 30, 2010	Go! Games
Calendar Holdings LLC	3878408	November 23, 2010	Go! Toys
Calendar Holdings LLC	3881994	November 30, 2010	Go! Games
Calendar Holdings LLC	2791814	December 9, 2003	Go! The Game Store
Calendar Holdings LLC	2073843	June 24, 1997	Calendar Club
Fuego Holdings LLC	87/642761	October 12, 2017	Fuego
Fuego Holdings LLC	5327954	November 7, 2017	Attic Salt