

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM486513

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JAKKS Pacific, Inc.		07/13/2018	Corporation: DELAWARE
JAKKS Pacific (Asia) Limited		07/13/2018	Corporation: HONG KONG
RECEIVING PARTY DATA			
Name:	GACP Finance Co., LLC		
Street Address:	11100 Santa Monica Blvd., Suite 800		
Internal Address:	c/o Great American Capital Partners, LLC		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2849480	ARCADE ALLEY	
Registration Number:	2919830	BOWLERCADE	
Serial Number:	87905627	C'EST MOI	
Registration Number:	5047147	C'EST MOI	
Registration Number:	2523283	DANCE MAKER	
Registration Number:	2433936	FUNTIME STATION	
Registration Number:	3069388	HANGIN' HOOPS	
Registration Number:	2257445	MOOSE MOUNTAIN	
Registration Number:	2327648	MOOSE MOUNTAIN TOYMAKERS	
Registration Number:	4380458	MOOSE MOUNTAIN TOYMAKERS	
Registration Number:	4089055	SHOP N' ROLL	
Registration Number:	2613480	SOUND BEAMS	
Registration Number:	2640034	SUPER SHOOT OUT	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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>			

OP \$340.00 2849480

Phone: 6172485000
Email: tadmin@choate.com
Correspondent Name: Daniel L. Scales
Address Line 1: Two International Place
Address Line 2: Choate Hall & Stewart LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2013098-0001
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NAME OF SUBMITTER:	Daniel L. Scales
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SIGNATURE:	/daniel l. scales/
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DATE SIGNED:	08/17/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 13, 2018, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of GACP Finance Co., LLC, as administrative agent, (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Term Loan Agreement referred to below).

RECITALS

A. Pursuant to the Term Loan Agreement, dated as of June 14, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), by and among Borrowers, Borrower Representative, the other Credit Parties, and Lenders from time to time party thereto and GACP Finance Co., LLC, as Agent, and Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein.

B. Each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated June 14, 2018 in favor of Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Term Loan Agreement) of each Borrower.

C. All of Grantors are party to the Guaranty and Security Agreement pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and to induce Lenders and Agent to enter into the Term Loan Agreement and to induce Lenders as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, 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"

JAKKS PACIFIC, INC.
JAKKS PACIFIC (ASIA) LIMITED

By: 
Name: John Joseph McGrath
Title: Chief Operations Officer

ACCEPTED AND AGREED
as of the date first above written:

"Agent"

GACP FINANCE CO., LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, 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"


JAKKS PACIFIC, INC.
JAKKS PACIFIC (ASIA) LIMITED

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

"Agent"

GACP FINANCE CO., LLC

By:  _____
Name: Robert A. Lowman
Title: Managing Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

Grantor	Country	Trademark	Application No.	Registration No.	Application Date	Registration Date	Owned/Licensed
JAKKS PACIFIC (ASIA) LIMITED	USA	ARCADE ALLEY	78173217	2849480	10-Oct-02	1-Jun-2004	Owned
JAKKS PACIFIC (ASIA) LIMITED	USA	BOWLERCADE	78186170	2919830	18-Nov-02	18-Jan-2005	Owned
JAKKS Pacific (Asia) Limited	USA	C'EST MOI	87905627		3-May-18		Owned
JAKKS Pacific (Asia) Limited	USA	C'EST MOI	86980076	5047147	4-Sep-13	20-Sep-2016	Owned
JAKKS PACIFIC (ASIA) LIMITED	USA	DANCE MAKER	75839327	2523283	3-Nov-99	25-Dec-2001	Owned
JAKKS PACIFIC (ASIA) LIMITED	USA	FUNTIME STATION	75541686	2433936	21-Aug-98	6-Mar-2001	Owned
JAKKS PACIFIC (ASIA) LIMITED	USA	HANGIN' HOOPS	78482589	3069388	13-Sep-04	14-Mar-2006	Owned
JAKKS PACIFIC (ASIA) LIMITED	USA	MOOSE MOUNTAIN	75072726	2257445	14-Mar-96	29-Jun-1999	Owned
JAKKS PACIFIC (ASIA) LIMITED	USA	MOOSE MOUNTAIN TOYMAKERS & design	75380373	2327648	28-Oct-97	14-Mar-2000	Owned
JAKKS PACIFIC (ASIA) LIMITED	USA	MOOSE MOUNTAIN	77859480	4380458	28-Oct-09	6-Aug-2013	Owned
JAKKS PACIFIC (ASIA) LIMITED	USA	SHOP N' ROLL	85260599	4089055	8-Mar-11	17-Jan-2012	Owned
JAKKS PACIFIC (ASIA) LIMITED	USA	SOUND BEAMS	76237477	2613480	2-Apr-01	27-Aug-2002	Owned
JAKKS PACIFIC (ASIA) LIMITED	USA	SUPER SHOOT OUT	75645386	2640034	22-Feb-99	22-Oct-2002	Owned

Grantor	Country	Trademark	Application No.	Registration No.	Application Date	Registration Date	Owned/Licensed
JAKKS Pacific Inc.	USA	POP UP PRETEND	88024979		03-Jul-18		Owned
JAKKS Pacific Inc.	USA	SHOP N' ROLL	88035583		12-Jul-19		Owned