

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495018

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Funko, LLC		10/22/2018	Limited Liability Company: WASHINGTON
Loungefly, LLC		10/22/2018	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	5333118	
Registration Number:	5333117	
Serial Number:	87924552	5 STAR
Serial Number:	87859704	BOO HALLOW
Serial Number:	87859712	BOO! HALLOW
Registration Number:	4383839	BOXOS
Serial Number:	88125219	BUGSY WINGNUT
Serial Number:	88125179	BUTTERHORN
Registration Number:	4931486	COLLECTOR CORPS
Registration Number:	4796884	DORBZ
Serial Number:	86677940	DORBZ
Registration Number:	4881649	DORBZ
Registration Number:	4881360	FABRIKATIONS
Serial Number:	87782733	FIVE STAR
Registration Number:	5487368	FREDDY FUNKO
Registration Number:	3123203	FUNKO

OP \$1390.00 5333118

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4974869	FUNKO
Registration Number:	5449006	FUNKO
Registration Number:	4881648	FUNKO
Registration Number:	5323229	FUNKO
Serial Number:	88055884	FUNKO'S
Serial Number:	87534735	HEROWORLD
Registration Number:	4895001	HIKARI
Registration Number:	4895407	HIKARI
Registration Number:	5083763	LEGION OF COLLECTORS
Serial Number:	87806045	LFM
Registration Number:	4537412	LOUNGEFLY
Registration Number:	4805542	MOPEEZ
Registration Number:	4895406	MOPEEZ
Registration Number:	4404060	MYMOJI
Registration Number:	5028706	MYMOJI
Registration Number:	4602218	MYSTERY MINIS
Registration Number:	4931703	MYSTERY MINIS
Serial Number:	88125228	PICKLEZ
Registration Number:	4746429	POP!
Serial Number:	86677927	POP!
Registration Number:	5423793	POP!
Registration Number:	5449007	POP!
Registration Number:	4881647	POP!
Serial Number:	87773024	POP! FACTORY
Registration Number:	5333116	POP!
Registration Number:	5031683	ROCK CANDY
Serial Number:	87806058	SAVAGE WORLD
Serial Number:	88125208	SNUGGLE-TOOTH
Registration Number:	4938606	SUPER DELUXE
Serial Number:	88125199	TUMBLEBEE
Serial Number:	87782735	TWISTABLES
Registration Number:	4989561	VINYL IDOLZ
Registration Number:	4935644	VINYL IDOLZ
Registration Number:	4989448	VINYL SUGAR
Registration Number:	4935645	VINYL SUGAR
Registration Number:	4931045	VINYL VIXENS
Registration Number:	4935648	VINYL VIXENS V
Registration Number:	2520040	WACKY WOBBLER

Property Type	Number	Word Mark
Registration Number:	5190927	WORLD OF POP!
CORRESPONDENCE DATA		
Fax Number:	2158325619	
<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:	2155695679	
Email:	pecsenye@blankrome.com	
Correspondent Name:	Timothy D. Pecsénye	
Address Line 1:	One Logan Square, 8th Floor	
Address Line 4:	Philadelphia, PENNSYLVANIA 19103	
ATTORNEY DOCKET NUMBER:	074658-18076	
NAME OF SUBMITTER:	Timothy D. Pecsénye	
SIGNATURE:	/Timothy D. Pecsénye/	
DATE SIGNED:	10/23/2018	
Total Attachments: 4		
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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of October 22, 2018, by FUNKO, LLC, a Washington limited liability company, and LOUNGEFLY, LLC, a California limited liability company (each individually and collectively, "Grantor"), in favor of PNC Bank, National Association, in its capacity as collateral agent for the Secured Parties (together with its successors and permitted assigns in such capacity, "Grantee").

WHEREAS, Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 22, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all Trademarks, together with all goodwill associated therewith and symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and all rights to recover from past, present and future violations thereof (the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

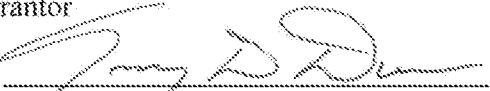
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark 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.

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

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

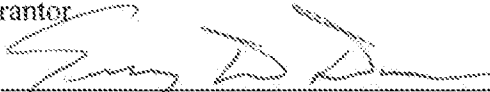
FUNKO, LLC
as Grantor

By: 

Name: Tracy Daw

Title: Senior Vice President and General Counsel

LOUNGEFLY, LLC
as Grantor

By: 

Name: Tracy Daw

Title: General Counsel, Senior Vice President and
Assistant Secretary

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademarks

Loan Party	Mark	Country	App. #	Reg. #
Funko, LLC	Design Only 	United States	87214701	5,333,118
Funko, LLC	Design Only 	United States	87214697	5,333,117
Funko, LLC	5 STAR	United States	87924552	
Funko, LLC	BOO HALLOW	United States	87859704	
Funko, LLC	BOO! HALLOW	United States	87859712	
Funko, LLC	BOXOS	United States	85/816,717	4,383,839
Funko, LLC	BUGSY WINGNUT	United States	88125219	
Funko, LLC	BUTTERHORN	United States	88125179	
Funko, LLC	COLLECTOR CORPS	United States	86/670,380	4,931,486
Funko, LLC	DORBZ	United States	86/443,018	4,796,884
Funko, LLC	DORBZ	United States	86/677,940	
Funko, LLC	DORBZ & Design	United States	86/677,964	4,881,649
Funko, LLC	FABRIKATIONS (Stylized)	United States	86/650,788	4,881,360
Funko, LLC	FIVE STAR	United States	87782733	
Funko, LLC	FREDDY FUNKO	United States	87/194,927	5,487,368
Funko, LLC	FUNKO	United States	78/658,735	3,123,203
Funko, LLC	FUNKO	United States	86/677,936	4,974,869
Funko, LLC	FUNKO	United States	86/940,473	5,449,006
Funko, LLC	FUNKO & Design [Crown on F]	United States	86/677,921	4,881,648
Funko, LLC	FUNKO & Design [Crown on O]	United States	87/404,982	5,323,229
Funko, LLC	FUNKO'S	United States	88055884	
Funko, LLC	HEROWORLD	United States	87/534,735	
Funko, LLC	HIKARI	United States	86/650,782	4,895,001
Funko, LLC	HIKARI in Japanese & Design	United States	86/677,958	4,895,407
Funko, LLC	LEGION OF COLLECTORS	United States	86/906,342	5,083,763
Funko, LLC	LFM (Stylized)	United States	87/806,045	
Loungefly, LLC	LOUNGEFLY	United States	86/092,010	4,537,412
Funko, LLC	MOPEEZ	United States	86/465,677	4,805,542
Funko, LLC	MOPEEZ (Stylized)	United States	86/677,950	4,895,406
Funko, LLC	MYMOJI	United States	85/535,562	4,404,060
Funko, LLC	MYMOJI	United States	86/979,761	5,028,706

Funko, LLC	MYSTERY MINIS	United States	85/816,155	4,602,218
Funko, LLC	MYSTERY MINIS & Design	United States	86/677,943	4,931,703
Funko, LLC	PICKLEZ	United States	88125228	
Funko, LLC	POP!	United States	86/269,305	4,746,429
Funko, LLC	POP!	United States	86/677,927	
Funko, LLC	POP!	United States	86/677,933	5,423,793
Funko, LLC	POP!	United States	86/940,479	5,449,007
Funko, LLC	POP! & Design	United States	86/677,917	4,881,647
Funko, LLC	POP! Casual Figure	United States	87/214,701	5,333,118
Funko, LLC	POP! FACTORY & Design	United States	87773024	
Funko, LLC	POP! Packaging	United States	87/214,696	5,333,116
Funko, LLC	POP! Strong Figure	United States	87/214,697	5,333,117
Funko, LLC	ROCK CANDY	United States	86/885,322	5,031,683
Funko, LLC	SAVAGE WORLD	United States	87806058	
Funko, LLC	SNUGGLE-TOOTH	United States	88125208	
Funko, LLC	SUPER DELUXE	United States	86/464,458	4,938,606
Funko, LLC	TUMBLEBEE	United States	88125199	
Funko, LLC	TWISTABLES	United States	87782735	
Funko, LLC	VINYL IDOLZ	United States	86/508,156	4,989,561
Funko, LLC	VINYL IDOLZ & Design	United States	86/677,945	4,935,644
Funko, LLC	VINYL SUGAR	United States	86/453,173	4,989,448
Funko, LLC	VINYL SUGAR & Design	United States	86/677,947	4,935,645
Funko, LLC	VINYL VIXENS	United States	86/650,785	4,931,045
Funko, LLC	VINYL VIXENS & Design	United States	86/677,962	4,935,648
Funko, LLC	WACKY WOBBLER	United States	76/235,991	2,520,040
Funko, LLC	WORLD OF POP!	United States	87/180,038	5,190,927