

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498646

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Basic Fun, Inc.		10/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	200 Bay Street		
Internal Address:	12th Floor, South Tower, Royal Bank Plaza		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2W7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87702008		
Serial Number:	87702034		
Serial Number:	87701992		
Serial Number:	76082099	PLAYHUT	
Serial Number:	87702055		
CORRESPONDENCE DATA			
Fax Number:			
<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:	3035838224		
Email:	rrice@polsinelli.com		
Correspondent Name:	Rachel A. Rice		
Address Line 1:	1401 Lawrence Street, Suite 2300, Suite		
Address Line 2:	Suite 2300		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Rachel A. Rice		
SIGNATURE:	/Rachel A. Rice/		
DATE SIGNED:	11/16/2018		

CH \$140.00 87702008

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 30, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Intellectual Property Security Agreement"), is made by Basic Fun, Inc. (the "Grantor") in favour of Royal Bank of Canada, as collateral agent (in such capacity and together with its successors and assigns, the "Collateral Agent"), for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, the Grantor, as a Loan Party, has entered into a Subordinate Credit Agreement dated as of August 3, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, BASIC FUN HOLDCO, LLC ("Borrower"), certain other Subsidiaries of the Borrower party thereto from time to time, the LENDERS party thereto from time to time, and the Collateral Agent;

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantor and the other grantors party thereto executed and delivered that certain U.S. Guarantee and Collateral Agreement, dated as of August 3, 2017, to the Collateral Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Collateral Agreement") for the benefit of the Secured Parties (capitalized terms used and not defined herein have the meanings given such terms in the Collateral Agreement and the Credit Agreement, as applicable);

WHEREAS, under the terms of the Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Collateral Agent for the benefit of the Secured Parties, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

- (a) all Trademarks (other than any Excluded Property), including, without limitation, each registration and application identified in Schedule 1 attached hereto;
- (b) all Copyrights (other than any Excluded Assets), including, without limitation, each Copyright registration and application identified in Schedule 1 attached hereto;
- (c) any and all proceeds of the foregoing.

Section 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement.

Section 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission, including ".pdf" or ".tif"), 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.

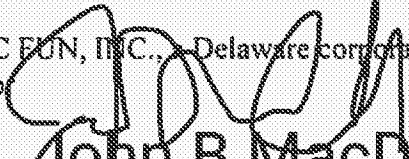
Section 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with the law of the State of New York without regard to conflict of laws principles thereof that would require application of laws of another jurisdiction.

Section 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern.

[Remainder of page intentionally left blank]


IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

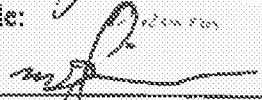
BASIC FUN, INC., Delaware corporation, as
Grantor

By: 
Name: **John B MacDonald**
Title: **CFO**

Accepted and Agreed:

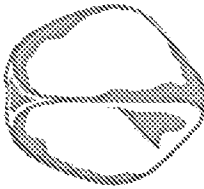

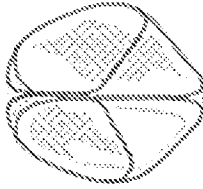
ROYAL BANK OF CANADA, through its
division, MEZZANINE FINANCE,
as Collateral Agent

By: 
Name: MARK D'SILVA
Title: VICE PRESIDENT

By: 
Name: MARK D'SILVA
Title: VICE PRESIDENT

[Signature Page to IP Security Agreement]

TRADEMARKS:

Mark	Country	Application Number / Registration Number
Trade Dress 	United States (Federal)	SN: 87702008
Trade Dress 	United States (Federal)	SN: 87702034
Trade Dress 	United States (Federal)	SN: 87701992
"PLAYHUT"	United States (Federal)	RN: 2551986 SN: 76082099

COPYRIGHTS:

Copyright Title	Copyright Number	Date
Little Signz.	VAu000597119	2003
Playhut Entertainment & Little Signz characters.	VAu000595888	2003
Chinese and English name of Little Signz characters.	VAu000594848	2003
Di Qing & Flower Princess.	VAu000594178	2003
Signal.	VAu000590569	2003
Sassy Stuppy.	VAu000590560	2003
Handy.	VAu000585904	2003
Little Signz.	VAu000584158	2003
Music up.	VAu000579730	2003
Di Qin.	VAu000579522	2003
Captain Yield.	VAu000554887	2003
Little Signz : an animated preschool series in development.	PAu002798046	2003
Little monk.	PAu002761811	2003
Di qing.	PAu002761427	2003
Young General Di Qin complete collection.	PAu002757737	2003
Music up : episode 1.	PAu002752863	2003
Katzz design.	VAu000649788	2004
Katzz.	VAu000649787	2004
Little Signz.	VAu000607927	2003
New ziggna.	VAu000605159	2003
Little Signz draft drawing.	VAu000598551	2003

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