

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524109

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rhythm Band Instruments, LLC		05/08/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Affiliated Bank, N.A.		
Street Address:	3030 Matlock Road, Suite 101		
City:	Arlington		
State/Country:	TEXAS		
Postal Code:	76015		
Entity Type:	National Banking Association: TEXAS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2200973	BOOMWHACKERS	
Registration Number:	4828381		
Registration Number:	4328280	BAMBOOM	
Registration Number:	3104008	ZOO RHYTHMS	
Registration Number:	1946782	KIDSPLAY	
Registration Number:	1788859	RBI	
Registration Number:	1966433	CANTO	
Registration Number:	1733289	KIDSPLAY	
Registration Number:	2584704	TOCA	
CORRESPONDENCE DATA			
Fax Number:	8175696581		
<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:	(817) 569-6580		
Email:	npappas@plgpc.com		
Correspondent Name:	Nicholas Pappas		
Address Line 1:	3700 West 7th Street		
Address Line 4:	Fort Worth, TEXAS 76107		
NAME OF SUBMITTER:	Nicholas S. Pappas		

OP \$240.00 2200973

SIGNATURE:	/Nicholas S. Pappas/
DATE SIGNED:	05/17/2019
Total Attachments: 4 source=Signed Trademark Security Agreement#page1.tif source=Signed Trademark Security Agreement#page2.tif source=Signed Trademark Security Agreement#page3.tif source=Signed Trademark Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of May 8, 2019, is made by and between Rhythm Band Instruments, LLC, a Texas limited liability company, having a business location at the address set forth below its signature (the "Debtor"), and Affiliated Bank, N.A. (the "Secured Party"), having a business location at the address set forth below its signature.

Recitals

The Debtor and the Secured Party are parties to (a) a Business Loan Agreement (Asset Based) of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") and (b) a Commercial Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Security Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Related Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the Recitals hereto or in the Security Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

(a) "Security Interest" has the meaning given in Section 2.

(b) "Trademarks" means all of the Debtor's right, title and interest in and to: all trademarks owned by Debtor, including all associated goodwill of such trademarks. Trademarks includes any registration or application for registration of trademarks and service marks; any unregistered trademarks and service marks, trade dress, logos, designs, fictitious business names, business identifiers and any other indicia of origin; and claims for past and future infringements of the secured trademarks, including, without limitation, the marks listed on Exhibit A.

2. **Security Interest.** The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Indebtedness. As set forth in the Security Agreement, which is incorporated herein by reference, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. **Debtor's Use of the Trademarks.** The Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

4. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement or Security Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it.

5. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Security Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) The Secured Party may enforce the Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

6. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Security Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Texas without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

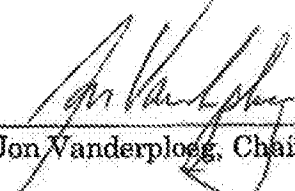
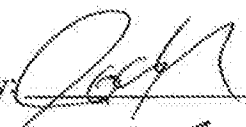

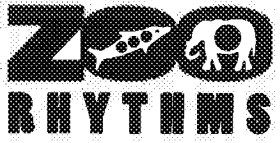

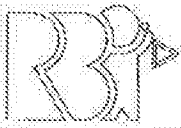

DEBTOR:	SECURED PARTY:
<p>Rhythm Band Instruments, LLC, a Texas limited liability company</p> <p>By:  Jon Vanderploeg, Chairman</p> <p><u>Address for Notices to Debtor:</u> P.O. BOX 165117 Fort Worth, TX 76161</p>	<p>Affiliated Bank, N.A.</p> <p>By:  Print Name: <u>JOSH BULLESON</u> Title: <u>SENIOR VICE PRESIDENT</u></p> <p><u>Address for Notices to Secured Party:</u> 3030 Matlock Road, Suite 101 Arlington, Texas 76015 Attn: <i>Josh Burleson, Senior Vice President</i></p>

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE
MEMBERSHIP MARKS

REGISTRATIONS

Mark	Registration Number	Registration Date
BOOMWHACKERS	2200973	November 3, 1998
	4828381	October 6, 2015
BAMBOOM	4328280	April 30, 2013
	3104008	June 13, 2006
	1946782	January 9, 1996
	1786859	August 17, 1993
	1966433	April 9, 1996
KIDSPRAY	1733289	November 17, 1992
TOCA	2584704	June 25, 2002