

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528364

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Third Amendment to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPENCER GIFTS LLC		06/19/2019	Limited Liability Company: DELAWARE
SPIRIT HALLOWEEN SUPERSTORES LLC		06/19/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	One Boston Place, 18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5236407	HOTT LOVE	
Registration Number:	5138473	MINI DIAMOND WAND	
Registration Number:	5148350	PIERCED NATION	
Registration Number:	5197247	PIERCED NATION	
Registration Number:	5138785	PURE RESTRAINT	
Registration Number:	5662587	SPENCER'S NATION	
Serial Number:	88048417	SPENCER'S WORKSHOP	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202.370.4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		

OP \$190.00 5236407

ATTORNEY DOCKET NUMBER:	1097774
NAME OF SUBMITTER:	Janet S. Wamsley
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	06/19/2019

Total Attachments: 11

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**THIRD AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Third Amendment to Intellectual Property Security Agreement (this “Third Amendment”) is made as of June 19, 2019, by and among (a) each of the Persons listed on Schedule I hereto (each such Person, individually, a “Borrower” and, collectively, the “Borrowers”), and (b) Wells Fargo Bank, National Association (as successor by merger to Wells Fargo Retail Finance, LLC), as collateral agent (in such capacity, the “Collateral Agent”) for the ratable benefit of the Secured Parties, in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of September 28, 2010 (as amended, modified, supplemented or restated and in effect from time to time, the “Loan Agreement”) with, among others, (i) the Borrowers, (ii) the Facility Guarantors named therein, (iii) the Revolving Credit Lenders named therein, and (iv) Wells Fargo Bank, National Association (as successor by merger to Wells Fargo Retail Finance, LLC), as Administrative Agent and Collateral Agent for the Secured Parties named therein and as SwingLine Lender; and

WHEREAS, reference is also made to that certain Intellectual Property Security Agreement, dated as of September 28, 2010 (as amended, modified, supplemented or restated and in effect from time to time, the “IP Security Agreement”), by and among the Borrowers and the Collateral Agent, pursuant to which, among other things, the Borrowers granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in and to the IP Collateral (as defined therein); and

WHEREAS, the Borrowers have advised the Collateral Agent that certain of the Borrowers have acquired additional IP Collateral;

WHEREAS, the Borrowers and the Collateral Agent now wish to amend, modify and supplement the IP Security Agreement, as more particularly set forth in this Third Amendment.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Security Agreement or the Loan Agreement (as applicable).
2. Amendments to IP Security Agreement.
 - (a) Section 4 of the IP Security Agreement is hereby amended by deleting the phrase “as of the Fourth Amendment Effective Date” in each instance where it appears in such Section and replacing such phrase with “as of the Restatement Date”.

- (b) The provisions of the IP Security Agreement are hereby amended by supplementing **EXHIBIT A** thereto by adding to such **EXHIBIT A** the **EXHIBIT A-1** annexed hereto, and the IP Collateral described in Section 2(a) of the IP Security Agreement shall be deemed to include the Copyrights and Copyright Licenses described on such **EXHIBIT A-1** (collectively, the “New Copyrights”). For purposes of clarity, such **EXHIBIT A-1** shall be deemed to supplement, rather than replace, **EXHIBIT A** annexed to the IP Security Agreement.
- (c) The provisions of the IP Security Agreement are hereby amended by supplementing **EXHIBIT B** thereto by adding to such **EXHIBIT B** the **EXHIBIT B-1** annexed hereto, and the IP Collateral described in Section 2(b) of the IP Security Agreement shall be deemed to include the Patents and Patent Licenses described on such **EXHIBIT B-1** (collectively, the “New Patents”). For purposes of clarity, such **EXHIBIT B-1** shall be deemed to supplement, rather than replace, **EXHIBIT B** annexed to the IP Security Agreement.
- (d) The provisions of the IP Security Agreement are hereby amended by supplementing **EXHIBIT C** thereto by adding to such **EXHIBIT C** the **EXHIBIT C-1** annexed hereto, and the IP Collateral described in Section 2(c) of the IP Security Agreement shall be deemed to include the Trademarks and Trademark Licenses described on such **EXHIBIT C-1** (collectively, the “New Trademarks”, and together with the New Copyrights and the New Patents, collectively, the “New IP”). For purposes of clarity, such **EXHIBIT C-1** shall be deemed to supplement, rather than replace, **EXHIBIT C** annexed to the IP Security Agreement.
3. Ratification of Security Interest. In furtherance and as confirmation of the security interest granted by such Borrower to the Collateral Agent (for the ratable benefit of the Secured Parties) under the Loan Agreement, and as further security for the payment or performance, as the case may be, in full of the Liabilities, each Borrower hereby grants to the Collateral Agent (for the ratable benefit of the Secured Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default), in all of the present and future right, title and interest of such Borrower in and to the New IP, together with all of such Borrower’s assets of the type described in clauses (d), (e), (f), (g) and (h) of Section 2 of the IP Security Agreement relating to the New IP, as well as all products, proceeds, substitutions, and accessions of or to the foregoing (collectively, the “New IP Collateral”).
4. Effect on IP Security Agreement. Except as specifically provided herein, all of the terms and conditions of the IP Security Agreement shall remain in full force and effect. Each Borrower hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, each Borrower hereby acknowledges, confirms and agrees that all IP Collateral (including the New IP Collateral) shall continue to secure the Liabilities.
5. Miscellaneous.


- (a) This Third Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. An executed facsimile or electronic copy of this Third Amendment shall be effective for all purposes as an original hereof.
- (b) The IP Security Agreement, as amended by this Third Amendment expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.
- (c) Any determination that any provision of this Third Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Third Amendment.
- (d) This Third Amendment and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the law of the State of New York.

[signature pages follow]

IN WITNESS WHEREOF, the Borrowers and the Collateral Agent have caused this Third Amendment to be executed by their duly authorized officers as of the date first above written.

BORROWERS:

SPENCER GIFTS LLC

By: 

Name: Isaac M. Silvera
Title: Chief Operating Officer, Chief Financial Officer and Treasurer

SPIRIT HALLOWEEN SUPERSTORES LLC

By: 

Name: Isaac M. Silvera
Title: Chief Operating Officer, Chief Financial Officer and Treasurer

[Signature Page to Third Amendment to Intellectual Property Security Agreement]

COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Maggie Townsend
Name: Maggie Townsend
Title: Duly Authorized Signatory

[Signature Page to Third Amendment to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006673 FRAME: 0255

SCHEDULE I

Borrowers

Spencer Gifts LLC, a Delaware limited liability company

Spirit Halloween Superstores LLC, a Delaware limited liability company

EXHIBIT A-1

Supplemental List of Copyrights and Copyright Licenses

Copyright Registrations and Applications

None.

Copyright Licenses

None.

EXHIBIT B-1

Supplemental List of Patents and Patent Licenses

Patents and Patent Applications

Borrower	Patent	Country	Serial No.	Patent No.	Date of Filing
Spencer Gifts LLC	System and Method for Controlling Animated Props	United States	16185818	n/a	November 9, 2018
Spencer Gifts LLC	System and Method for Controlling Halloween Props	United States	62592145	n/a	November 29, 2017
Spencer Gifts LLC	System and Method for Controlling Animated Props	Canada	3021652	n/a	October 22, 2018

Patent Licenses

None.

EXHIBIT C-1

Supplemental List of Trademarks and Trademark Licenses

United States and Canadian Trademark Registrations and Applications

Borrower	Trademark	Country	Serial No.	Reg. No.	Application/Reg. Date
Spencer Gifts LLC	HOTT LOVE	United States	87251838	5236407	July 4, 2017
Spencer Gifts LLC	MINI DIAMOND WAND	United States	86779101	5138473	February 7, 2017
Spencer Gifts LLC	PIERCED NATION	United States	87061629	5148350	February 21, 2017
Spencer Gifts LLC	PIERCED NATION	United States	87061640	5197247	May 2, 2017
Spencer Gifts LLC	PURE RESTRAINT	United States	86855820	5138785	February 7, 2017
Spencer Gifts LLC	SPENCER'S NATION	United States	87649754	5662587	January 22, 2019
Spencer Gifts LLC	SPENCER'S WORKSHOP	United States	88048417	n/a	July 23, 2018
Spencer Gifts LLC	Halloween Headquarters	Canada	1456824	786899	January 11, 2011
Spencer Gifts LLC	Spencer Gifts	Canada	338654	182764	April 10, 1987
Spencer Gifts LLC	Spencer's	Canada	1455761	TMA801,095	June 29, 2011
Spencer Gifts LLC	Spirit	Canada	1456822	786500	January 5, 2011
Spencer Gifts LLC	Spirit Halloween	Canada	1398387	753249	November 18, 2009
Spencer Gifts LLC	Spirit Halloween Gallery	Canada	1456826	836861	November 22, 2012
Spencer Gifts LLC	Spirit Halloween Superstores	Canada	1456823	786499	January 5, 2011
Spencer Gifts LLC	Toyzam!	Canada	1456828	836838	November 21, 2012
Spencer Gifts LLC	World's Halloween Headquarters	Canada	1118957	614,153	July 6, 2014

Foreign Trademark Registrations and Applications*

Trademark Name	Country	Status	Serial No	Registration No	Registration Date	Expiration Date
Spencer Gifts	China	Registered	16810292	16810292	6/21/2017	6/20/2027
Spencer Gifts	WIPO-European CTM	Registered		1204521	4/13/2015	4/13/2024
Spencer Gifts	WIPO-New Zealand	Registered		1204521	4/28/2014	4/28/2024
Spencer's	China	Registered	16956122	16956122	5/14/2017	5/13/2027
Spencer's	WIPO-European CTM	Registered		1201469	3/18/2015	3/14/2024
Spirit	New Zealand	Registered		997973	3/14/2014	3/14/2024
Spirit	WIPO-New Zealand	Registered		1 202 372	3/14/2014	3/14/2024
Spirit	WIPO-Australia	Registered		1202372	3/14/2014	3/14/2024
Spirit Halloween	WIPO-New Zealand	Registered		1 201 058	3/14/2014	3/14/2024
Spirit Halloween	China	Registered		22301166	1/28/2018	1/27/2028

*All owned by Spencer Gifts LLC.

Trademark Licenses

On File with Collateral Agent.

Internet Domain Names*

Domain Name	Registration Date	Country
inspiritdesignsllc.net	12/3/2018	United States
inspiritdesignsllc.com	12/3/2018	United States
inspiritdesigns.org	12/3/2018	United States
inspiritdesigns.net	12/3/2018	United States
inspiritdesignsllc.org	12/3/2018	United States
spencersworkshoponline.com	9/20/2018	United States
spencersworkshop.org	9/20/2018	United States
spencersworkshop.net	9/20/2018	United States
spencerworkshop.com	9/20/2018	United States
halloween-headquarters.org	9/19/2018	United States
spnspt.com	2/5/2018	United States
spnspt.net	2/5/2018	United States
spnspt.org	2/5/2018	United States
halloween-headquarters.net	9/19/2017	United States
spencergift.org	3/24/2017	United States
spencergift.net	3/24/2017	United States
spencergift.net	3/24/2017	United States
spencergift.org	3/24/2017	United States
sshholdingsinc.com	1/6/2017	United States
spencerspiritholdings.com	1/6/2017	United States
sshholdingsinc.net	1/6/2017	United States
sshholdingsinc.org	1/6/2017	United States
spencerspiritholdings.net	1/6/2017	United States
spencerspiritholdings.org	1/6/2017	United States
spencersspirit.org	1/3/2017	United States
spencerspirit.org	1/3/2017	United States
spencerspirit.net	1/3/2017	United States
spencersspirit.net	1/3/2017	United States
spencersspirit.com	1/3/2017	United States
spiritspencers.net	1/3/2017	United States
spiritspencer.com	1/3/2017	United States
spiritspencers.org	1/3/2017	United States
spiritspencers.com	1/3/2017	United States
spiritspencer.org	1/3/2017	United States
spiritspencer.net	1/3/2017	United States
spencerspirit.com	6/23/2016	United States

*All owned by Spencer Gifts LLC.