

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528656

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spencer Gifts LLC		06/19/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent
Street Address:	1525 WEST W.T. HARRIS BOULEVARD
Internal Address:	MAC D1109-019
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	4733893	AROUZ'D
Registration Number:	3865286	
Registration Number:	4924133	BLACK FOG
Registration Number:	4018793	BLACK LABEL
Registration Number:	2716217	BODY RAGE
Registration Number:	2600486	BODY RAGE
Registration Number:	3692073	BODY RAGE
Registration Number:	3949325	BODYRAGE
Registration Number:	4444795	BODY RAGE
Registration Number:	5330620	BODY RAGE CURVE
Registration Number:	4676683	BODY RAGE ORGANICS
Registration Number:	3750661	BODYRAGE
Registration Number:	3681402	BOOBIES MAKE ME SMILE
Registration Number:	4015765	BOOBIES MAKE ME SMILE
Registration Number:	3778914	BOOBIES MAKE ME SMILE FOUNDATION
Registration Number:	4589510	BUGLE STROBE
Registration Number:	3674332	BULLET BEAUTY
Registration Number:	3525569	EXTREME PASSION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2547947	HALLOWEEN HEADQUARTERS
Registration Number:	5236407	HOTT LOVE
Registration Number:	3615959	HOTT LOVE
Registration Number:	3517991	HOTT LOVE
Registration Number:	3993906	HOTT LOVE EXTREME
Registration Number:	4122689	HOTT LOVE EXTREME
Registration Number:	4589489	LAWN SCARES
Registration Number:	2227195	LUMASERIES
Registration Number:	5138473	MINI DIAMOND WAND
Registration Number:	3378579	ORIGINAL PRANKSTERS
Registration Number:	5197247	PIERCED NATION
Registration Number:	5148350	PIERCED NATION
Registration Number:	4147950	PIERCED NATION
Registration Number:	3817235	PIN THE JUNK ON THE HUNK
Registration Number:	4573005	PLEASURE BOUND
Registration Number:	4064781	PLEASURE BOUND
Registration Number:	5138785	PURE RESTRAINT
Registration Number:	3691480	SEX-LOGY
Registration Number:	3731979	SEX-LOGY
Registration Number:	4509377	SMART ASS CLASSIC
Registration Number:	3560069	SMART ASS CLASSIC
Registration Number:	4692612	SO MUCH FUN IT'S SCARY!
Registration Number:	857651	SPENCER GIFTS
Registration Number:	3121185	SPENCER'S
Registration Number:	4181800	SPENCER'S
Registration Number:	4284595	SPENCER'S
Registration Number:	3002385	SPENCER'S
Registration Number:	3405103	SPENCER'S
Registration Number:	5662587	SPENCER'S NATION
Registration Number:	2341574	SPIRIT
Registration Number:	2341576	SPIRIT
Registration Number:	4185515	SPIRIT
Registration Number:	3405068	SPIRIT HALLOWEEN
Registration Number:	3729152	SPIRIT HALLOWEEN GALLERY
Registration Number:	2353856	SPIRIT HALLOWEEN SUPERSTORES
Registration Number:	3818070	SPIRIT OF CHILDREN
Registration Number:	4369510	SUPER SKINS
Registration Number:	4076106	SWEET LICKS

Property Type	Number	Word Mark
Registration Number:	3989357	SWEET RUBS
Registration Number:	4673123	TURNUP
Registration Number:	4757790	WATER SHOW SPEAKERS
Registration Number:	2776366	WORLD'S HALLOWEEN HEADQUARTERS
Registration Number:	3903014	ZOMBIE BABIES
Serial Number:	88048417	SPENCER'S WORKSHOP

CORRESPONDENCE DATA

Fax Number: 2028357586

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.

Phone: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	43256.00007
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	06/21/2019

Total Attachments: 10

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TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated June 19, 2019, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Term Loan Credit Agreement referred to below).

WHEREAS, Spencer Spirit Holdings, Inc., a Delaware corporation (“Holdings”), Spencer Spirit IH LLC, a Delaware limited liability company and a wholly-owned subsidiary of Holdings (“Borrower”), each lender from time to time party thereto (collectively, the “Lenders” and individually, each a “Lender”) and Wells Fargo Bank, National Association, as Administrative Agent and Collateral Agent have entered into a Term Loan Credit Agreement dated of even date herewith (as amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder), the “Term Loan Credit Agreement”). Terms defined in the Term Loan Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Term Loan Credit Agreement or the Security Agreement, as the case may be (and in the event of a term is defined differently in the Term Loan Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement);

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Term Loan Security Agreement dated June 19, 2019 among the Grantors, the Administrative Agent and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities, as applicable.

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

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full, of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following to the extent governed by, arising under, pursuant to, or by virtue of, the laws of the United States of America or any state thereof (the “Collateral”):

- (a) all patents, patent applications, utility models, statutory invention registrations and all inventions, including those claimed or disclosed therein and all improvements thereto (“Patents”);
- (b) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby (“Trademarks”);

(c) all copyrights, including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof, whether registered or unregistered (“Copyrights”);

(d) all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights, renewal rights and indemnification rights and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing (“Computer Software”);

(e) all confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information (collectively, “Trade Secrets”), and all other intellectual and intangible property of any type, including, without limitation, industrial designs and mask works;

(f) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

(g) all written agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary (“IP Agreements”) and all rights of such Grantor thereunder; and

(h) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (e), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Assets, including, but not limited to, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such

Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the effects of Debtor Relief Laws.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc. (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE EXCLUSIVE GENERAL JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK FOR THE COUNTY OF NEW YORK (THE "NEW YORK SUPREME COURT"), AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE "FEDERAL DISTRICT COURT," AND TOGETHER WITH THE NEW YORK SUPREME COURT, THE "NEW YORK COURTS") AND APPELLATE COURTS FROM EITHER OF THEM; *PROVIDED* THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS (IN WHICH CASE ANY PARTY SHALL BE ENTITLED TO ASSERT ANY CLAIM OR DEFENSE, INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT), OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT OR ANY OTHER AGENT, (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT, (III) IF ALL SUCH NEW YORK COURTS DECLINE JURISDICTION OVER ANY PERSON, OR DECLINE (OR, IN THE CASE OF THE FEDERAL DISTRICT COURT, LACK) JURISDICTION OVER ANY SUBJECT MATTER OF SUCH ACTION OR PROCEEDING, A LEGAL ACTION OR PROCEEDING MAY BE BROUGHT WITH RESPECT THERETO IN ANOTHER COURT HAVING JURISDICTION AND (IV) IN THE EVENT A LEGAL ACTION OR PROCEEDING IS BROUGHT AGAINST ANY PARTY HERETO OR INVOLVING ANY OF ITS ASSETS OR PROPERTY IN ANOTHER COURT (WITHOUT ANY COLLUSIVE ASSISTANCE BY SUCH PARTY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES), SUCH PARTY FROM ASSERTING A CLAIM OR DEFENSE (INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED

IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT) IN ANY SUCH ACTION OR PROCEEDING.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN SECTION 6(B). EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.16(D) OF THE TERM LOAN CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(E) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

SPENCER GIFTS LLC

By: 

Name: Isaac M. Silvera

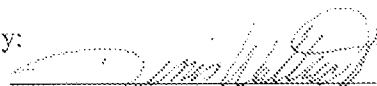
Title: Chief Operating Officer, Chief Financial Officer
and Treasurer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006675 FRAME: 0272

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By:



Name: Denis Waltrich

Title: Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006675 FRAME: 0273

Spencer Gifts LLC - List of Trademarks (by jurisdiction)

United States

Trademark Name	Country	Status	Record Owner	Serial No	Registration No.	Registration Date	Expiration Date
AROU'ZD	United States	Registered	Spencer Gifts LLC	85948969	4733833	5/12/2015	5/12/2025
Beer Pong Logo	United States	Registered	Spencer Gifts LLC	77712261	3865286	10/19/2010	10/19/2020
Black Fog	United States	Registered	Spencer Gifts LLC	86521625	4924133	3/22/2016	3/22/2026
Black Label	United States	Registered	Spencer Gifts LLC	85219755	4018793	8/30/2011	8/30/2021
Body Rage	United States	Registered	Spencer Gifts LLC	76130831	2716217	5/13/2003	5/13/2023
Body Rage	United States	Registered	Spencer Gifts, Inc.	76167809	2600486	7/30/2002	7/30/2022
Body Rage	United States	Registered	Spencer Gifts LLC	77692996	3692073	10/6/2009	10/6/2029
Body Rage	United States	Registered	Spencer Gifts LLC	85067762	3949325	4/19/2011	4/19/2021
Body Rage	United States	Registered	Spencer Gifts LLC	85693429	4444795	12/3/2013	12/3/2023
Body Rage Curve	United States	Registered	Spencer Gifts LLC	87027664	5330620	11/7/2017	11/7/2027
Body Rage Organics	United States	Registered	Spencer Gifts LLC	86244150	4676683	1/20/2015	1/20/2025
BodyRage	United States	Registered	Spencer Gifts LLC	77692898	3750661	2/16/2010	2/16/2030
Boobies Make Me Smile	United States	Registered	Spencer Gifts LLC	77623774	3681402	9/8/2009	9/8/2029
Boobies Make Me Smile	United States	Registered	Spencer Gifts LLC	85228816	4015765	8/23/2011	8/23/2021
Boobies Make Me Smile Foundation	United States	Registered	Spencer Gifts LLC	77546101	3778914	4/20/2010	4/20/2020
Bugle Strobe	United States	Registered	Spencer Gifts LLC	85837209	4589510	8/19/2014	8/19/2024
Bullet Beauty	United States	Registered	Spencer Gifts LLC	77581092	3674332	8/25/2009	8/25/2029
Extreme Passion	United States	Registered	Spencer Gifts LLC	77377375	3525569	10/28/2008	10/28/2028
Halloween Headquarters	United States	Registered	Spencer Gifts LLC	75773918	2547947	3/12/2002	3/12/2022
Hott Love	United States	Registered	Spencer Gifts LLC	87251838	5236407	7/4/2017	7/4/2027
Hott Love	United States	Registered	Spencer Gifts LLC	77588069	3615959	5/5/2009	5/5/2029
Hott Love	United States	Registered	Spencer Gifts LLC	77366648	3517991	10/14/2008	10/14/2028
Hott Love Extreme	United States	Registered	Spencer Gifts LLC	85201761	3993906	7/12/2011	7/12/2021
Hott Love Extreme	United States	Registered	Spencer Gifts LLC	85198688	4122689	4/3/2012	4/3/2022
Lawn Scares	United States	Registered	Spencer Gifts LLC	85/828.135	4589489	8/19/2014	8/19/2024
Lumaseries	United States	Registered	Spencer Gifts LLC	75272499	2227195	3/21/1999	3/2/2029
Mini Diamond Wand	United States	Registered	Spencer Gifts LLC	86779101	5138473	2/7/2017	2/7/2027

Original Pranksters	United States	Registered	Spencer Gifts LLC	78811045	3378579	2/5/2008	2/5/2028
Pierced Nation	United States	Registered	Spencer Gifts LLC	87061640	5197247	5/2/2017	5/2/2027
Pierced Nation	United States	Registered	Spencer Gifts LLC	87061629	5148350	2/21/2017	2/21/2027
Pierced Nation	United States	Registered	Spencer Gifts LLC	85413673	4147950	5/22/2012	5/22/2022
Pin the Junk on the Hunk	United States	Registered	Spencer Gifts LLC	77871384	3817235	7/13/2010	7/13/2020
Pleasure Bound	United States	Registered	Spencer Gifts LLC	85739703	4573005	7/22/2014	7/22/2024
Pleasure Bound	United States	Registered	Spencer Gifts LLC	85249357	4064781	11/29/2011	11/29/2021
Pure Restraint	United States	Registered	Spencer Gifts LLC	86855820	5138785	2/7/2017	2/7/2027
Sex-ology	United States	Registered	Spencer Gifts LLC	77577758	3691480	10/6/2009	10/6/2029
Sex-ology	United States	Registered	Spencer Gifts LLC	77366628	3731979	12/29/2009	12/29/2029
Smart Ass Classic	United States	Registered	Spencer Gifts LLC	85887449	4509377	4/8/2014	4/8/2024
Smart Ass Classic	United States	Registered	Spencer Gifts LLC	77426196	3560069	1/13/2009	1/13/2029
So Much Fun It's Scary!	United States	Registered	Spencer Gifts LLC	86394569	4692612	2/24/2015	2/24/2025
Spencer Gifts	United States	Registered	Spencer Gifts LLC	72276293	857651	9/24/1968	9/24/2028
Spencer's	United States	Registered	Spencer Gifts LLC	76/564,495	3121185	7/25/2006	7/25/2026
Spencer's	United States	Registered	Spencer Gifts LLC	85304804	4181800	7/31/2012	7/31/2022
Spencer's	United States	Registered	Spencer Gifts LLC	85236708	4284595	2/5/2013	2/5/2023
Spencer's	United States	Registered	Spencer Gifts LLC	76/564,494	3002385	9/27/2005	9/27/2025
Spencer's	United States	Registered	Spencer Gifts LLC	77243137	3405103	4/1/2008	4/1/2028
Spencer's Nation	United States	Registered	Spencer Gifts LLC	87649754	5662587	1/22/2019	1/22/2029
Spencer's Workshop	United States	Pending	Spencer Gifts LLC	88048417			
Spirit	United States	Registered	Spencer Gifts LLC	75776163	2341574	4/11/2000	4/11/2020
Spirit and Design	United States	Registered	Spencer Gifts LLC	75776555	2341576	4/11/2000	4/11/2020
Spirit Grim Reaper Logo	United States	Registered	Spencer Gifts LLC	85462479	4185515	8/7/2012	8/7/2022
Spirit Halloween	United States	Registered	Spencer Gifts LLC	77242184	3405068	4/1/2008	4/1/2028
Spirit Halloween Gallery	United States	Registered	Spencer Gifts LLC	77413198	3729152	12/22/2009	12/22/2019
Spirit Halloween Superstores	United States	Registered	Spencer Gifts LLC	75776245	2353856	5/30/2000	5/30/2020
Spirit of Children	United States	Registered	Spencer Gifts LLC	77885292	3818070	7/13/2010	7/13/2020
Super Skins	United States	Registered	Spencer Gifts LLC	85549090	4369510	7/16/2013	7/16/2023
Sweet Licks	United States	Registered	Spencer Gifts LLC	85172119	4076106	12/27/2011	12/27/2021
Sweet Rubs	United States	Registered	Spencer Gifts LLC	85172122	3989357	7/5/2011	7/5/2021
Turnup	United States	Registered	Spencer Gifts LLC	86261446	4673123	1/13/2015	1/13/2025

Water Show Speakers	United States	Registered	Spencer Gifts LLC	86330050	4/57/90	6/16/2015	6/16/2025
World's Halloween Headquarters	United States	Registered	Spencer Gifts, Inc.	76295365	2776366	10/21/2003	10/21/2023
Zombie Babies	United States	Registered	Spencer Gifts LLC	77950884	3903014	1/11/2011	1/11/2021

Canada

Trademark Name	Country	Status	Record Owner	Serial No	Registration No	Registration Date	Expiration Date
Halloween Headquarters	Canada	Registered	Spencer Gifts LLC	1456824	786899	1/11/2011	1/11/2026
Spencer Gifts	Canada	Registered	Spencer Gifts LLC	338654	182764	4/10/1987	4/28/2032
Spencer's	Canada	Registered		1455761	TMA801,095	6/29/2011	6/29/2026
Spirit	Canada	Registered	Spencer Gifts LLC	1456822	786500	1/5/2011	1/5/2026
Spirit Halloween	Canada	Registered	Spencer Gifts LLC	1398387	753249	11/18/2009	11/18/2024
Spirit Halloween Gallery	Canada	Registered	Spencer Gifts LLC	1456826	836861	11/22/2012	11/22/2027
Spirit Halloween Superstores	Canada	Registered	Spencer Gifts LLC	1456823	786499	1/5/2011	1/5/2026
Toyzami	Canada	Registered	Spencer Gifts LLC	1456828	836838	11/21/2012	11/21/2027
World's Halloween Headquarters	Canada	Registered	Spencer Gifts LLC	1118957	614,153	7/6/2004	7/6/2029

Spencer Gifts LLC - List of Patents (by jurisdiction)

United States

Title	Country	Appl No	Patent No	Record Owner	Date Filed	Date Granted	Status
Artificial Novelty Head	United States	29275856	D580,2985	Spencer Gifts, LLC	11/8/2007	11/11/2008	Granted
Artificial Novelty Head	United States	29/216,394	D564,399	Spencer Gifts, LLC	11/2/2004	3/18/2008	Granted
Artificial Partial Novelty Corpse	United States	29/216,395	D568206	Spencer Gifts, LLC	11/2/2004	5/6/2008	Granted
Lamp	United States	29/212,532	D509,316 S	Spencer Gifts, LLC	9/2/2004	9/6/2005	Granted
System and Method for Controlling Halloween Props	United States	62/592145		Spencer Gifts LLC	11/29/2017		Provisional
System and Method for Controlling Animated Props	United States	16/185818		Spencer Gifts LLC	11/9/2018		Pending

Canada

Title	Country	Appl No	Patent No	Record Owner	Date Filed	Date Granted	Status
System and Method for Controlling Animated Props	Canada	3021652		Spencer Gifts LLC	10/22/2018		Pending

TRADEMARK

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