

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM534801

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Imperial Toy LLC		07/26/2019	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Great Rock Capital Partners Management, LLC, as Agent		
<b>Street Address:</b>	285 Riverside Avenue		
<b>City:</b>	Westport		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06880		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2138766	MIRACLE BUBBLES	
<b>Registration Number:</b>	5751437	BLITZ	
<b>Registration Number:</b>	5751438	BLITZ BUBBLES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2021 McKinney Ave., Suite 2000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	96342-30060		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		
<b>DATE SIGNED:</b>	08/01/2019		
<b>Total Attachments: 4</b>			
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**TRADEMARK**

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## TRADEMARK SHORT FORM SECURITY AGREEMENT

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of July 26, 2019, (this “**Agreement**”), among Imperial Toy LLC, a California limited liability company (“**Imperial Toy**”), Imperial Toy de Mexico, S. de R.L., de C.V., a Mexican Sociedad Anónima de Capital Variable (“**Imperial Mexico**”; together with Imperial Toy, each individually a “**Borrower**” and collectively, jointly and severally, the “**Borrowers**”), Kortoy, a California corporation (“**Imperial California**”; and together with and any other Person who from time to time becomes a party to the Security Agreement (as defined below) by executing a Security Agreement Supplement (as defined therein), collectively, including Borrower and Imperial California, the “**Grantors**” and each, a “**Grantor**”) and Great Rock Capital Partners Management, LLC, as agent (in such capacity, together with its successors and assigns, if any, in such capacity, “**Agent**”) for the Lenders.

Reference is made to (a) the Security Agreement dated as of July 5, 2018 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors and Agent, and (b) the Loan Agreement, dated as of July 5, 2018 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrowers, Guarantors, Agent, Lenders, and the other Loan Party Obligors. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor is an affiliate of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(c) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and assigns, for the benefit of the Lenders, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest under the laws of the United States; (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and

Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”); and

(b) all rights and privileges arising under applicable law with respect to such Grantor’s use of any Trademarks;

(c) all extensions and renewals thereof and amendments thereto;

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof;

(e) all rights corresponding thereto throughout the world; and

(f) all rights to sue for past, present and future infringements or dilutions thereof or other injuries thereto.

excluding, in each case of (a) through (f) any intent-to-use application trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

IMPERIAL TOY LLC

By: 

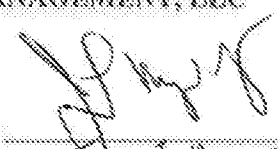
Name: Peter Tiger

Title: Chief Executive Officer, President, Chief Financial Officer and Secretary

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

GREAT ROCK CAPITAL PARTNERS  
MANAGEMENT, LLC

By: 

Name: James J. Hogan Jr.

Title: Chief Commercial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I**  
to

**TRADEMARK SHORT FORM SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Imperial Toy LLC	Miracle Bubbles	USA	Registered	75/239770	02/07/1997	2138766	02/24/1998
Imperial Toy LLC	Blitz	USA	Registered	88/227184	12/12/2018	5751437	05/14/2019
Imperial Toy LLC	Blitz Bubbles	USA	Registered	88/227199	12/12/2018	5751438	05/14/2019