

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM547446

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA			Limited Liability Company:
Name	Formerly	Execution Date	Entity Type
Jazwares, LLC		10/01/2019	Corporation : DELAWARE
First Act LLC		10/01/2019	Limited Liability Company: DELAWARE
1067 Studios, LLC		10/01/2019	Limited Liability Company: Delaware
Wicked Cool Toys, LLC		10/01/2019	Corporation Limited Liability Company: Delaware

RECEIVING PARTY DATA	
Name:	HSBC Bank USA, National Association
Street Address:	452 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 53		
Property Type	Number	Word Mark
Registration Number:	4639315	JAZWARES
Registration Number:	4604032	J
Registration Number:	5144873	J
Registration Number:	5449040	BOTTLE SQUAD
Registration Number:	4998775	BLUEPRINTS
Registration Number:	4934112	JAZWINGS
Registration Number:	4929101	WHERE BIG IDEAS TAKE FLIGHT
Registration Number:	5541718	CONNECTRAX
Registration Number:	5541723	CONNECTRAX
Registration Number:	5365173	CONNECTRAX
Registration Number:	5355271	CONNECTRAX
Registration Number:	5476486	MEBEARS
Registration Number:	5487525	CRYPTOTRUCKS
Registration Number:	5476731	BATTLE BITES!
Registration Number:	5124784	TUBE HEROES
Registration Number:	5038095	TUBE HEROES

OP: \$1340.00 - 4639315

Property Type	Number	Word Mark
Registration Number:	4915362	TUBE HEROES
Serial Number:	88539922	GOAT GREATEST OF ALL TIME
Serial Number:	88229146	HUG-A-PET
Serial Number:	88443398	YOUR WORLD YOUR WAY
Registration Number:	2797991	FIRST ACT
Registration Number:	2640348	FIRST ACT
Registration Number:	3174434	FIRST ACT DISCOVERY
Registration Number:	3263330	
Registration Number:	4043444	VOICE ROCKRZ
Registration Number:	2942588	MUSIC INSPIRES LEARNING
Registration Number:	2601847	JUNIOR GRAND
Registration Number:	4097209	VOICE ROCKRZ
Registration Number:	4220417	NOTES TO GROW ON
Registration Number:	4227487	WRAP STAR
Serial Number:	87806277	FIRST ACT POWERED BY MUSICIANS
Serial Number:	87806298	FIRST ACT DISCOVERY WHERE THE MUSIC BEGI
Registration Number:	5399722	MAKE IT REAL
Registration Number:	3584362	GO! GO! SPORTS GIRLS
Registration Number:	3584373	DREAM BIG AND GO FOR IT
Registration Number:	4802310	WICKED COOL TOYS
Registration Number:	4699781	WCT
Registration Number:	4950729	ADOPTIMALS
Registration Number:	5006579	BABY SO REAL
Registration Number:	5270341	EGG BABIES
Registration Number:	4787591	LUNCH PETS
Serial Number:	88108896	DIAPER DIVAS
Serial Number:	88123020	SWARM SQUAD
Serial Number:	88299496	BABY SURPRISE
Serial Number:	88299489	FARTIMALS
Serial Number:	88289964	ONE HAND CATCH
Serial Number:	88516557	BFF PETS
Serial Number:	88499155	WISHEMS
Serial Number:	88516550	JUNK IN MY TRUNK
Serial Number:	88499152	BOWSIE PONYCORN
Registration Number:	4604780	CRASHLINGS
Registration Number:	4608954	TECHXTRAS
Registration Number:	4608946	VRUM

CORRESPONDENCE DATA**Fax Number:** 6175236850*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:** 617-523-2700**Email:** susan.dinicola@hklaw.com, john.halula@hklaw.com**Correspondent Name:** Holland & Knight LLP**Address Line 1:** 10 St. James Avenue**Address Line 4:** Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
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SIGNATURE:	/Susan C. DiNicola/
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DATE SIGNED:	10/31/2019
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Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of October 1, 2019 (this "Agreement") is made by Jazwares, LLC, First Act LLC, 1067 Studios, LLC, and Wicked Cool Toys, LLC, each a Delaware limited liability company, having its principal place of business at 1067 Shotgun Road, Sunrise, Florida 33326, Attn: Judd A. Zebersky (collectively, the "Grantor"), in favor of HSBC Bank USA, National Association, having its principal place of business at 452 Fifth Avenue, New York, NY 10018, as the Administrative Agent, on behalf of itself and the other Lenders under the Loan Agreement referred to below (together with any successor and assign thereto, the "Grantee") under the Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Security Agreement (as defined below).

WHEREAS, Grantor is justly indebted, liable and obligated to the Grantee pursuant to that certain Amended and Restated Loan Agreement dated as of October 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Jazwares, LLC, Jazwares Entertainment, LLC, and Zag Toys Holdings, LLC, each a Delaware limited liability company (the "Borrower"), the Grantee and the lenders from time to time party thereto, in an amount equal to the Secured Obligations; and

WHEREAS, the Grantor, certain other parties, and the Grantee entered into that certain Security Agreement, dated as of October 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which, among other things, the Grantor has granted to the Grantee a lien on and security interest in, all of the Grantor's rights, title, and interest in, to, and under, among other things, (a) all Trademarks, including, without limitation, each issued Trademark, Trademark registration, and Trademark application listed on Exhibit A hereto, whether presently existing or hereafter created or acquired, (b) each Trademark license (specifically excluding, however, any Trademark license that by its terms would be defaulted by the granting of such security interest), including, without limitation, each Trademark license listed on Exhibit A hereto, whether presently existing or hereafter created or acquired, and (c) all products and Proceeds of the foregoing, including, without limitation, any claim by the Grantee against third parties for past, present, or future (i) infringement, dilution or breach of any Trademark, Trademark registration, Trademark application and Trademark license including, without limitation, any Trademark, Trademark registration, Trademark application, or Trademark license listed on Exhibit A hereto and (ii) injury to the goodwill associated with any Trademark, Trademark registration, or Trademark application (collectively, the "Trademark Collateral");

WHEREAS, the Grantor has duly authorized and directed the execution and delivery of this Agreement; and

WHEREAS, the parties desire to record the Grantor's grant of the security interest in the Trademark Collateral to the Grantee with the United States Trademark and Patent Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee as follows:

1. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Trademark and Patent Office. The security interest granted hereby has been granted to the Grantee in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement shall remain in full force and effect in accordance with its terms. The rights and remedies of the Grantee with respect to the security interest granted hereunder are more fully set forth in the Security Agreement and its terms and provisions are incorporated herein in their entirety. In the event of any inconsistency between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

2. The Grantor grants to the Grantee (on behalf of the Grantee and the other Secured Parties) a lien on and security interest in all of its right, title, and interest in and to the Trademark Collateral.

3. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together constitute one and the same original.

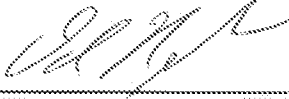
4. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

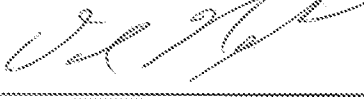
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized, as of the date first written above.

GRANTOR:

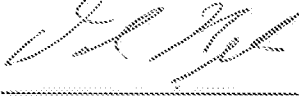
JAZWARES, LLC,
a Delaware limited liability company

By: 
Name: David Neustein
Title: COO


FIRST ACT LLC,
a Delaware limited liability company

By: 
Name: David Neustein
Title: COO

1067 STUDIOS, LLC,
a Delaware limited liability company

By: 
Name: David Neustein
Title: COO

WICKED COOL TOYS, LLC,
a Delaware limited liability company

By: 
Name: David Neustein
Title: COO

ACKNOWLEDGED AND AGREED:

HSBC Bank USA, National Association,
as Administrative Agent

By: *[Signature]*
Name: *Stefan Hui*
Title: *AVP*

{TRADEMARK - TRADEMARK SECURITY AGREEMENT}

**Exhibit A
to Trademark Security Agreement**

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Application, Serial or Registration Number	Owner	Country Filed In
Jazwares	4639315	Jazwares, LLC	USA
J Design Mark (09)	4604032	Jazwares, LLC	USA
J Design Mark (028)	5144873	Jazwares, LLC	USA
Bottle Squad (28 – dolls)	5,449,040	Jazwares, LLC	USA
Blueprints	4998775	Jazwares, LLC	USA
JazWings	4934112	1067 Studios, LLC	USA
Where big ideas take flight Word mark	4929101	1067 Studios, LLC	USA
ConnexTrax Word mark (28 – toy trains)	5541718	Jazwares, LLC	USA
ConnexTrax Design mark (28 – toy trains)	5541723	Jazwares, LLC	USA
ConnexTrax Word mark (28 – toy sets)	5365173	Jazwares, LLC	USA
ConnexTrax Design mark (28 – toy sets)	5355271	Jazwares, LLC	USA
GOAT (Greatest of All Time)	88539922 (serial #)	Jazwares, LLC	USA, Australia, Canada, China, European Union, United Kingdom, Mexico, Russia
Hug-A-Pet	88229146 (serial #)	Jazwares, LLC	USA, Australia, China, EU, Mexico
Your World Your Way	88443398 (serial #)	Jazwares, LLC	USA
MeBears	5476486	1067 Studios, LLC	USA
Cryptotrucks	5487525	1067 Studios, LLC	USA
Battle Bites!	5476731	1067 Studios, LLC	USA
Deviled Eggz	5476731	1067 Studios, LLC	USA
Tube Heroes Word mark (09)	5124784	Jazwares, LLC	USA
Tube Heroes Word Mark (18, 21, 25)	5038095	Jazwares, LLC	USA
Tube Heroes Word Mark (28)	4915362	Jazwares, LLC	USA
Tube Heroes Word mark (09)	16393334	Jazwares, LLC	China

Tube Heroes Word mark (28)	1639333	Jazwares, LLC	China
JazWings Word mark	18973998	1067 Studios, LLC	China
J Design Mark (09)	19550056	Jazwares, LLC	China
J Design Mark (28)	19550055	Jazwares, LLC	China
Tube Heroes Word mark	1299414	Jazwares, LLC	Europe (all countries)
Jazwares Word Mark	IDM000617972	Jazwares, LLC	Indonesia
First Act Powered by Musicians Design Mark	87806277 (serial #)	First Act, LLC	USA
First Act Discovery Where the Music Begins Design Mark	87806298 (serial #)	First Act, LLC	USA
First Act (28)	2797991	First Act, LLC	USA
First Act (09, 15, 16)	2640348	First Act, LLC	USA
First Act Discovery	3174434	First Act, LLC	USA
Headstock Design Trade Dress	3263330	First Act, LLC	USA
Voice Rockrz	4043444	First Act, LLC	USA
Music Inspires Learning	2942588	First Act, LLC	USA
Junior Grand	2601847	First Act, LLC	USA
Voice Rockrz Design Mark	4097209	First Act, LLC	USA
Notes to Grow On	4220417	First Act, LLC	USA
Wrap Star	4227487	First Act, LLC	USA
First Act	938971	First Act, Inc. (Transferred to LLC via IP Assignment)	Australia
Voice Rockrz	TMA846510	First Act, Inc. (Transferred to LLC via IP Assignment)	Canada
Music Inspires Learning	TMA882202	First Act, Inc. (Transferred to LLC via IP Assignment)	Canada
First Act (28)	TMA625292	First Act, Inc. (Transferred to LLC via IP Assignment)	Canada
First Act Discovery Design Mark	TMA940974	First Act, Inc. (Transferred to LLC via IP Assignment)	Canada
First Act Discovery Word Mark	TMA940972	First Act, Inc. (Transferred to LLC via IP Assignment)	Canada
Notes to Grown On	858788	First Act, Inc. (Transferred to LLC via IP Assignment)	Canada

		via IP Assignment)	
First Act (08, 09, 10, 15, 16)	TMA544060	First Act, Inc. (Transferred to LLC via IP Assignment)	Canada
Wrap Star	TMA844626	First Act, Inc. (Transferred to LLC via IP Assignment)	Canada
Voice Rockrz	9460947	First Act, Inc. (Transferred to LLC via IP Assignment)	China
First Act (15)	5402633	First Act, Inc. (Transferred to LLC via IP Assignment)	China
First Act (09)	5402634	First Act, Inc. (Transferred to LLC via IP Assignment)	China
First Act (16)	5402632	First Act, Inc. (Transferred to LLC via IP Assignment)	China
First Act (28)	5402631	First Act, Inc. (Transferred to LLC via IP Assignment)	China
First Act & Device (09)	5402630	First Act, Inc. (Transferred to LLC via IP Assignment)	China
First Act & Device (16)	5402628	First Act, Inc. (Transferred to LLC via IP Assignment)	China
First Act Discovery (09)	5402641	First Act, Inc. (Transferred to LLC via IP Assignment)	China
First Act Discovery (15)	5402640	First Act, Inc. (Transferred to LLC via IP Assignment)	China
First Act Discovery Design Mark (28)	5402635	First Act, Inc. (Transferred to LLC via IP Assignment)	China
First Act Discovery Word Mark (16)	5402639	First Act, Inc. (Transferred to LLC via IP Assignment)	China
First Act Discovery Word Mark (28)	5402638	First Act, Inc. (Transferred to LLC via IP Assignment)	China
First Act & Device (09)	5402626	First Act, Inc. (Transferred to LLC via IP Assignment)	China

First Act Discovery & Device (16)	5402636	First Act, Inc. (Transferred to LLC via IP Assignment)	China
First Act & Device (16)	5402642	First Act, Inc. (Transferred to LLC via IP Assignment)	China
Rockheads (28)	10473862	First Act, Inc. (Transferred to LLC via IP Assignment)	China
Notes to Grow On (15)	10473869	First Act, Inc. (Transferred to LLC via IP Assignment)	China
Notes to Grow On (28)	10489371	First Act, Inc. (Transferred to LLC via IP Assignment)	China
Wrap Star	10674490	First Act, Inc. (Transferred to LLC via IP Assignment)	China
First Act & Device (15)	5402629	First Act, Inc. (Transferred to LLC via IP Assignment)	China
First Act & Device (28)	5402627	First Act, Inc. (Transferred to LLC via IP Assignment)	China
First Act Discovery & Device (15)	5402625	First Act, Inc. (Transferred to LLC via IP Assignment)	China
First Act Discovery & Device (28)	16559987	First Act, Inc. (Transferred to LLC via IP Assignment)	China
First Act (28)	002993442	First Act, Inc. (Transferred to LLC via IP Assignment)	European Community
First Act (09, 15, 16)	11035649	First Act, Inc. (Transferred to LLC via IP Assignment)	European Community
Make It Real	5399722	1067 Studios, LLC	USA
Go!GO! Sports Girls	3584362	1067 Studios, LLC	USA
Dream Big and Go For It	3584373	1067 Studios, LLC	USA

TRADEMARK	DATE PURCHASED	STATUS	CLASS	REGISTRATION # (OR SERIAL # IF NOT REGISTERED)
Wicked Cool Toys	7/8/2014	Live	28	4802310
WCT	7/8/2014	Live	28	4699781
Adoptimals	7/23/2015	Live	28	4950729
Baby So Real	11/5/2015	Live	28	5006579
Egg Babies	12/22/2016	Live	28	5270341
Diaper Divas	8/21/2018	Published for Opposition 2/19	28	88108896 (Serial Number)
Swarm Squad	8/21/2018	Published for Opposition 1/19	28	88123020 (Serial Number)
Baby Surprise	1/21/2019	Filed / Denied		88299496 (Serial Number)
Fartimals	1/21/2019	Published for Opposition 5/19	28	88299489 (Serial Number)
One Hand Catch	1/24/2019	Filed / Denied		88289964 (Serial Number)
BFF Pets	6/12/2019	Filed / Awaiting Feedback	28	88516557 (Serial Number)
WishEms	6/12/2019	Filed / Awaiting Feedback	28	88499155 (Serial Number)
Junk In My Trunk	6/12/2019	Filed / Awaiting Feedback	28	88516550 (Serial Number)
Bowsie Ponycorn	6/12/2019	Filed / Awaiting Feedback	28	88499152 (Serial Number)
Lunch Pets	7/8/2014	Live / 1A Status	28	4787591
Baby So Real	11/11/2015	Live / 1A Status	28	5006579

Exhibit A-5

TRADEMARK
REEL: 006789 FRAME: 0180

Crashlings	01/24/2014	Live / 1A Status	28	4604780
TechXTras	01/30/2014	Live / 1A Status	28	4608954
VRUM	01/29/2014	Live / 1A Status	28	4608946

Exhibit A-6