

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554256

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Phantom I.P., LLC		12/20/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Manufacturers and Traders Trust Company
Street Address:	One Light Street
Internal Address:	13th Floor
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 68

Property Type	Number	Word Mark
Serial Number:	88049710	AIR ASSAULT
Registration Number:	5841074	ALPINE GEYSER
Serial Number:	88350048	AMMUNITION ARMORY
Registration Number:	5864161	ASSAULT SQUAD
Serial Number:	88625844	BIG POPPIN'
Serial Number:	88692392	BLASTEROIDS
Serial Number:	88716644	BUCKSHOT BARRAGE
Serial Number:	88713170	CELESTIAL COMBUSTION
Serial Number:	88652932	CHAMPAGNE SUPERNOVA
Serial Number:	88234986	COSMIC VELOCITY
Serial Number:	88692241	CROWN JELLYFISH
Serial Number:	88167048	DEAD
Serial Number:	88717575	DYNAMIC DUO
Serial Number:	88234946	ELECTRIC MANIPULATION
Serial Number:	88183823	EXOTIC JELLYFISH
Serial Number:	88200678	FIERY MEADOW FLOWER
Serial Number:	88612220	FIRE AGENT
Registration Number:	5841075	FIRE FLYER

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88717454	FLASH OF THE TITANS
Serial Number:	88656697	FLOWER POT
Serial Number:	88235030	GALACTIC RADIANCE
Serial Number:	88692757	GALLANTLY STREAMING
Serial Number:	88201037	GET THIS PARTY STARTED
Serial Number:	88686268	GLITTERING CHARMS
Serial Number:	88226541	HERO POWERS UNITE
Serial Number:	88165916	HOKEY SMOKEY
Serial Number:	88226412	HOUSE ROCKER
Serial Number:	88203552	ILLUMINIGHT
Serial Number:	88690747	INDEPENDENCE DAY PHANTOM NIGHT
Registration Number:	5922561	IONIC BLINKING CLOUD
Serial Number:	88424493	IRON MASTER
Serial Number:	88625870	LOST IN SMOKE
Serial Number:	88166986	LURKING
Serial Number:	88454521	MAKING AWESOME HAPPEN
Serial Number:	88227681	METEOR FLASH
Serial Number:	88608917	METEORIC RISE
Serial Number:	88119698	NIGHT REIGN
Serial Number:	88612293	NIGHT TERROR
Serial Number:	88661033	OIL LAMP
Serial Number:	88713115	ORBITAL OUTBURST
Serial Number:	88713212	OUTTA THIS WORLD
Serial Number:	88653001	PHANTASMAGORIA
Serial Number:	88208922	PHANTOM FUNNIES
Registration Number:	5858941	PHANTOM INTERGALACTIC SERIES
Serial Number:	88226472	PINT SIZE POWERHOUSE
Registration Number:	5580905	POCO LOCO
Registration Number:	5718111	POP-GALA
Registration Number:	5718016	POP-MANIA
Serial Number:	88625839	POP-NADO
Registration Number:	5586379	POP-TASTIC
Serial Number:	88609082	READY FOR LIFT OFF
Registration Number:	5786035	RHYTHM & ROCK
Serial Number:	88612406	SAVAGE
Serial Number:	88625813	SMOKE DETECTIVE
Serial Number:	88166015	SMOKE OUT
Serial Number:	88167149	SMOKIN' HOT

Property Type	Number	Word Mark
Serial Number:	88625822	SMOKUS POCUS
Serial Number:	88205573	SNOWFLAKE
Serial Number:	88424283	SPIRIT IN THE NIGHT
Serial Number:	88698010	SPITFIRE
Serial Number:	88167265	TERROR ZONE
Serial Number:	88610983	THE FAT ONE
Serial Number:	88181956	THE GOAT
Serial Number:	88686284	THERMAL EXPANSION
Serial Number:	88226194	WALLOPING WASP
Serial Number:	88226232	WEB OF COLOR
Serial Number:	88119880	WICKED WEREWOLF
Serial Number:	88699988	WONDERSTRUCK

CORRESPONDENCE DATA

Fax Number: 2028428465

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: 202-842-8800

Email: dctrademarks@dbr.com

Correspondent Name: Jennifer T. Criss

Address Line 1: Drinker Biddle & Reath LLP

Address Line 2: 1500 K Street, N.W., Suite 1100

Address Line 4: Washington, D.C. 20005-1209

ATTORNEY DOCKET NUMBER: 042858.518741

NAME OF SUBMITTER: Jeremy T. Bui

SIGNATURE: /jeremy t. bui/

DATE SIGNED: 12/20/2019

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT (SUPPLEMENTAL)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (SUPPLEMENTAL), dated as of December 20, 2019, is by and between Phantom I.P., LLC, a Delaware limited liability company with an address at 2445 Belmont Avenue, Youngstown, Ohio 44505 (together with its successors and permitted assigns, the "Assignor") and Manufacturers and Traders Trust Company, a New York corporation with an address at One Light Street, 13th Floor, Baltimore, MD 21202 ("Assignee") as agent for itself and the other Secured Parties (as defined in the Credit Agreement identified below), and is made pursuant to a Security Agreement dated as of December 31, 2014 by and between Assignor and Assignee (as amended by that certain Joinder dated as of December 22, 2016 by and between Assignor and Assignee and those certain Joinders dated as of December 30, 2016, and as reaffirmed and amended pursuant to that certain Omnibus Amendment and Reaffirmation to Loan Documents dated as of January 26, 2017 and that certain Second Omnibus Amendment and Reaffirmation to Loan Documents dated as of May 11, 2018, and as the same may be amended, restated, reaffirmed, modified and/or supplemented from time to time, the "Security Agreement").

WHEREAS, Assignor owns all right, title and interest in and to certain trademarks and copyrights, including the trademarks reflected on Exhibit A attached hereto and the copyrights reflected on Exhibit B attached hereto (collectively, the "Intellectual Property");

WHEREAS, Assignor, Assignee and certain other parties entered into that certain Amended and Restated Credit Agreement dated as of January 26, 2017, amended by Amendment No. 1 dated as of May 11, 2018 and Amendment No. 2 dated as of the date hereof (as the same may be further amended, restated, modified, supplemented and/or replaced from time to time, the "Credit Agreement," and, together with the Security Agreement, the "Agreements"), pursuant to which the Lenders (as defined in the Credit Agreement) agreed to extend credit to Assignor on the terms and conditions described therein;

WHEREAS, pursuant to the Security Agreement, the Assignor is assigning, mortgaging and pledging to Assignee for the benefit of itself and the Secured Parties a security interest in the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee and grant to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to

the Intellectual Property, together with all registrations and pending applications therefor, the goodwill of the business connected with its use and symbolized thereby; all reproduction and allied rights necessary for production, distribution and exploitation thereof, all translations, adaptations and other versions thereof now made or hereafter created and all proceeds thereof, including, without limitation, any and all causes of action for infringement thereof for the full term of the Intellectual Property, if applicable, and any and all royalties for any licensees thereof (the "IP Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations, as defined in the Agreements. Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of and security interest in the IP Collateral made and generated hereby are more fully set forth in the Agreements, the terms and provision of which are hereby incorporated herein by reference as if fully set forth herein.

Assignor further covenants to execute all additional instruments and to do all things necessary for carrying out the purposes of this instrument, including execution of additional agreements concerning the Intellectual Property for the purpose of perfecting Assignee's security interest therein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement (Supplemental) to be executed in the name and on behalf of the parties hereto as of the date first above written.

PHANTOM I.P., LLC

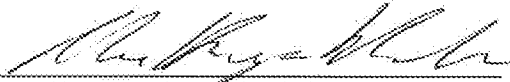
By: 

Name: Bruce J. Zoldan

Title: President

Signature Page to Intellectual Property Security Agreement (Supplemental)

MANUFACTURERS AND TRADERS TRUST
COMPANY, on behalf of itself and the Secured
Parties

By: 

Name: Matthew Ryan Weir Jr.

Title: Assistant Vice President

Signature Page to Intellectual Property Security Agreement (Supplemental)

Exhibit A

Trademarks

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
AIR ASSAULT	88/049,710	7/24/2018			Phantom I.P., LLC
ALPINE GEYSER	88/107,150	9/6/2018	5,841,074	8/20/2019	Phantom I.P., LLC
AMMUNITION ARMORY	88/350,048	3/21/2019			Phantom I.P., LLC
ASSAULT SQUAD	88/087,697	8/22/2018	5,864,161	9/17/2019	Phantom I.P., LLC
BIG POPPIN'	88/625,844	9/21/2019			Phantom I.P., LLC
BLASTEROIDS	88/692,392	11/14/2019			Phantom I.P., LLC
BUCKSHOT BARRAGE	88/716,644	12/5/2019			Phantom I.P., LLC
CELESTIAL COMBUSTION	88/713,170	12/3/2019			Phantom I.P., LLC
CHAMPAGNE SUPERNOVA	88/652,932	10/14/2019			Phantom I.P., LLC
COSMIC VELOCITY	88/234,986	12/19/2018			Phantom I.P., LLC
CROWN JELLYFISH	88/692,241	11/14/2019			Phantom I.P., LLC
DEAD	88/167,048	10/24/2018			Phantom I.P., LLC
DYNAMIC DUO	88/717,575	12/6/2019			Phantom I.P., LLC
ELECTRIC MANIPULATION	88/234,946	12/19/2018			Phantom I.P., LLC
EXOTIC JELLYFISH	88/183,823	11/6/2018			Phantom I.P., LLC
FIERY MEADOW FLOWER	88/200,678	11/20/2018			Phantom I.P., LLC
FIRE AGENT	88/612,220	9/11/2019			Phantom I.P., LLC
FIRE FLYER	88/107,199	9/6/2018	5,841,075	8/20/2019	Phantom I.P., LLC
FLASH OF THE TITANS	88/717,454	12/6/2019			Phantom I.P., LLC
FLOWER POT	88/656,697	10/16/2019			Phantom I.P., LLC
GALACTIC RADIANCE	88/235,030	12/19/2018			Phantom I.P., LLC
GALLANTLY STREAMING	88/692,757	11/14/2019			Phantom I.P., LLC
GET THIS PARTY STARTED	88/201,037	11/20/2018			Phantom I.P., LLC
GLITTERING CHARMS	88/686,268	11/9/2019			Phantom I.P., LLC
HERO POWERS UNITE	88/226,541	12/12/2018			Phantom I.P., LLC
HOKEY SMOKEY	88/165,916	10/23/2018			Phantom I.P., LLC
HOUSE ROCKER	88/226,412	12/12/2018			Phantom I.P., LLC
ILLUMINIGHT	88/203,552	11/22/2018			Phantom I.P., LLC
INDEPENDENCE DAY PHANTOM NIGHT	88,690,747	11/13/2019			Phantom I.P., LLC
IONIC BLINKING CLOUD	88/226,370	12/12/2018	5,922,561	11/26/2019	Phantom I.P., LLC
IRON MASTER	88/424,493	5/10/2019			Phantom I.P., LLC
LOST IN SMOKE	88/625,870	9/21/2019			Phantom I.P., LLC
LURKING	88/166,986	10/24/2018			Phantom I.P., LLC
MAKING AWESOME HAPPEN	88/454,521	5/31/2019			Phantom I.P., LLC
METEOR FLASH	88/227,681	12/13/2018			Phantom I.P., LLC
METEORIC RISE	88/608,917	9/9/2019			Phantom I.P., LLC
NIGHT REIGN	88/119,698	9/17/2018			Phantom I.P., LLC
NIGHT TERROR	88/612,293	9/11/2019			Phantom I.P., LLC
OIL LAMP	88/661,033	10/19/2019			Phantom I.P., LLC
ORBITAL OUTBURST	88/713,115	12/3/2019			Phantom I.P., LLC
OUTTA THIS WORLD	88/713,212	12/3/2019			Phantom I.P., LLC

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
PHANTASMAGORIA	88/653,001	10/14/2019			Phantom I.P., LLC
PHANTOM FUNNIES	88/208,922	11/28/2018			Phantom I.P., LLC
PHANTOM INTERGALACTIC SERIES	88/234,918	12/19/2018	5,858,941	9/10/2019	Phantom I.P., LLC
PINT SIZE POWERHOUSE	88/226,472	12/12/2018			Phantom I.P., LLC
POCO LOCO	87/903,792	5/2/2018	5,580,905	10/9/2018	Phantom I.P., LLC
POP-GALA	88/130,515	9/25/2018	5,718,111	4/2/2019	Phantom I.P., LLC
POP-MANIA	88/003,813	6/18/2018	5,718,016	4/2/2019	Phantom I.P., LLC
POP-NADO	88/625,839	9/21/2019			Phantom I.P., LLC
POP-TASTIC	87/943,721	5/31/2018	5,586,379	10/16/2018	Phantom I.P., LLC
READY FOR LIFT OFF	88/609,082	9/9/2019			Phantom I.P., LLC
RHYTHM & ROCK	88/161,436	10/19/2018	5,786,035	6/25/2019	Phantom I.P., LLC
SAVAGE	88/612,406	6/11/2019			Phantom I.P., LLC
SMOKE DETECTIVE	88/625,813	9/21/2019			Phantom I.P., LLC
SMOKE OUT	88/166,015	10/23/2018			Phantom I.P., LLC
SMOKIN' HOT	88/167,149	10/24/2018			Phantom I.P., LLC
SMOKUS POCUS	88/625,822	9/21/2019			Phantom I.P., LLC
SNOWFLAKE	88/205,573	11/26/2018			Phantom I.P., LLC
SPIRIT IN THE NIGHT	88/424,283	5/10/2019			Phantom I.P., LLC
SPITFIRE	88/698,010	11/19/2019			Phantom I.P., LLC
TERROR ZONE	88/167,265	10/24/2018			Phantom I.P., LLC
THE FAT ONE	88/610,983	9/10/2019			Phantom I.P., LLC
THE GOAT	88/181,956	11/5/2018			Phantom I.P., LLC
THERMAL EXPANSION	88/686,284	11/9/2019			Phantom I.P., LLC
WALLOPING WASP	88/226,194	12/12/2018			Phantom I.P., LLC
WEB OF COLOR	88/226,232	12/12/2018			Phantom I.P., LLC
WICKET WEREWOLF	88/119,880	9/17/2018			Phantom I.P., LLC
WONDERSTRUCK	88/699,988	11/20/2019			Phantom I.P., LLC

Exhibit B

Copyrights

Registration Number	Registration Date	Title	Owner
VAu001330653	05-15-2018	Phantom and Firecrackers	Phantom I.P., LLC