

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM556948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest : Recorded at Reel/Frame - 5346/0666		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medallion Capital, Inc.		01/06/2020	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Animal Adventure, LLC		
Street Address:	1114 SOUTH FIFTH STREET		
City:	HOPKINS		
State/Country:	MINNESOTA		
Postal Code:	55343		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	AA Plush Holdings, LLC		
Street Address:	1114 SOUTH FIFTH STREET		
City:	Hopkins		
State/Country:	MINNESOTA		
Postal Code:	55343		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3709470	WOOF STREET BOUTIQUE	
Registration Number:	3790906	ORGANIC BEGINNINGS	
Registration Number:	4481321	SLIDERS	
Registration Number:	3807782	SPLISH SPLASHERS	
Registration Number:	3842267	UNLEASH THE FUN	
Registration Number:	3862069	LITTLE STITCHES	
Registration Number:	4345592	ANIMAL ADVENTURE	
Registration Number:	4515602	LOCKER PETS	
Registration Number:	4668199	DINORIFFIC	
Registration Number:	4540538	SWEET SPROUTS	
Registration Number:	4540721	FROG KISSES	
Registration Number:	4717438	ROUNDEES	
Registration Number:	4674686	BABY ADVENTURE	

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CORRESPONDENCE DATA**Fax Number:** 3128622200*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:** 3128623837**Email:** raza.siddiqui@kirkland.com**Correspondent Name:** Raza Siddiqui, Senior Paralegal**Address Line 1:** 300 N. LaSalle**Address Line 2:** Kirkland & Ellis LLP**Address Line 4:** Chicago, ILLINOIS 60654**ATTORNEY DOCKET NUMBER:** 46733-3**NAME OF SUBMITTER:** Raza Siddiqui**SIGNATURE:** /razasiddiqui/**DATE SIGNED:** 01/10/2020**Total Attachments: 5**

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RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest ("Release") is made and effective as of January 6, 2020, and granted by Medallion Capital, Inc. (the "Secured Party") as secured party under the Loan Agreement referred to below, in favor of Animal Adventure, LLC a Delaware limited liability company ("Debtor") and AA Plush Holdings, LLC, a Delaware limited liability company (collectively with Debtor, the "Borrowers"), and their successors and assigns.

WHEREAS, pursuant to that certain Loan Agreement dated as of August 15, 2014 (the "Loan Agreement") among the Borrowers and the Secured Party the Debtor executed and delivered to the Secured Party that certain Patent and Trademark Security Agreement by and between the Debtor and the Secured Party dated as of August 15, 2014 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Debtor pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of Debtor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5346 Frame 0666 on August 18, 2014; and

WHEREAS, the Debtor requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Debtor of any and all right, title and interest the Secured Party may have in the Trademark Collateral pursuant to the Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby states as follows:

1. Release of Security Interest. Secured Party, on behalf of itself and its successors and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all interests that it has in any and all right, title and interest of the Debtor, and reassigns to the Debtor any and all right, title and interest that it may have, in, to and under the following (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, in each case including without limitation those listed on Schedule 1, together with all of the goodwill of the business connected with the use thereof, and symbolized thereby;

(b) all Trademark licenses, including without limitation those set forth in Schedule 1, and all of the goodwill of the business connected with the use of, and symbolized thereby; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration or Trademark license including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks

licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License

2. Further Assurances. Secured Party agrees to take all further actions, and provide to the Borrowers and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Borrowers and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release, in each case at the sole cost and expense of Borrowers.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MEDALLION CAPITAL, INC.

as Secured Party


By: Aaron Price

Name: Aaron Price

Title: Vice President

SCHEDULE A
TRADEMARKS

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country/ State
BACKFLIPS	SN: 87878988	April 16, 2018		U.S.
BESTIE BEANBAGS	SN: 88338817	March 13, 2019		U.S.
HAPPY TROLLEYS	SN: 87601572	September 8, 2017		U.S.
LUXE LOUNGER	SN: 88093813	August 27, 2018		U.S.
SIT. LEAN. LAY. PLAY.	SN: 8809379	August 27, 2018		U.S.
WOOF STREET BOUTIQUE	RN: 3709470 SN: 77390363	February 6, 200	November 10, 2009	U.S.
SWEET SPROUTS	RN: 4540538 SN: 86022545	July 29, 2013	May 27, 2014	U.S.
LITTLE STITCHES	RN: 3862069 SN: 77904539	January 4, 2010	October 12, 2010	U.S.
SLIDERS	RN: 4481321 SN: 77571813	September 17, 2008	February 11, 2014	U.S.
JOYRIDES	SN: 88267539	January 18, 2019		U.S.
SWEET BEANS	SN: 87597691	September 6, 2017		U.S.
SWEET POCKETS	SN: 88260385	January 14, 2019		U.S.
ANIMAL ADVENTURE	RN: 4345592 SN: 85660529	June 25, 2012	June 4, 2013	U.S.
CUDDLE BUNDLES	RN: 5233862 SN: 87102822	July 13, 2016	June 27, 2017	U.S.
CUDDLE MUFFINS	RN: 5759493 SN: 88127186	September 21, 2018	May 21, 2019	U.S.
DEPENDABLES	RN: 4961571 SN: 86663844	June 16, 2015	May 17, 2016	U.S.

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country/ State
Design Only 	RN: 5008135 SN: 86881365	January 20, 2016	July 26, 2016	U.S.
DINORIFFIC	RN: 4668199 SN: 85909391	April 19, 2013	January 6, 2015	U.S.
FROG KISSES	RN: 4540721 SN: 86071933	September 23, 2013	May 27, 2014	U.S.
GLITZY CLIPS	RN: 5822469 SN: 87669946	November 2, 2017	July 30, 2019	U.S.
LOCKER PETS	RN: 4515602 SN: 85766704	October 30, 2012	April 15, 2014	U.S.
MOONAMANDER	RN: 5156594 SN: 86456708	November 17, 2014	March 7, 2017	U.S.
NESTING NOOKS	RN: 5899174 SN: 88338820	March 13, 2019	October 29, 2019	U.S.
ORGANIC BEGINNINGS	RN: 3790906 SN: 77569120	September 12, 2008	May 18, 2010	U.S.
PIGGY THRIFTERS	RN: 4947947 SN: 86658380	June 10, 2015	April 26, 2016	U.S.
PILLOWSCAPES	RN: 5840594 SN: 87892940	April 25, 2018	August 20, 2019	U.S.
ROUNDEES	RN: 4717438 SN: 86113686	November 8, 2013	April 7, 2015	U.S.
SOFT LANDING	RN: 5758457	September 25, 2017	May 21, 2019	U.S.

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country/ State
	SN: 87621007			
SOUND BITES	RN: 4942601 SN: 86524639	February 4, 2015	April 19, 2016	U.S.
SPLISH SPLASHERS	RN: 3807782 SN: 77571838	September 17, 2008	June 22, 2010	U.S.
SQUEEZE WITH LOVE	RN: 5758754 SN: 87798592	February 15, 2018	May 21, 2019	U.S.
SUPER PUFFED PLUSH	RN: 5758757 SN: 87798680	February 15, 2018	May 21, 2019	U.S.
SWEET SEATS	RN: 5307448 SN: 86949030	March 22, 2016	October 10, 2017	U.S.
UNLEASH THE FUN	RN: 3842267 SN: 77613094	November 12, 2008	August 31, 2010	U.S.
WILD FOR STYLE	RN: 5800694 SN: 87027551	May 6, 2016	July 9, 2019	U.S.
WILD FOR STYLE	RN: 5752034 SN: 87559848	August 8, 2017	May 14, 2019	U.S.
BABY ADVENTURE	RN: 4674686 SN: 86286611	May 20, 2014	January 20, 2015	U.S.