

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562694

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amlold Corporation		02/14/2020	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	First Bank		
Street Address:	2465 Kuser Road		
City:	Hamilton		
State/Country:	NEW JERSEY		
Postal Code:	08690		
Entity Type:	Chartered Bank: NEW JERSEY		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	88024245	ACTION BLOCKS	
Serial Number:	88003331	NEXTWAVE	
Serial Number:	87790566	NEXT STEP	
Serial Number:	87787307	IMAGINE THAT	
Serial Number:	85887087	KIDS@WORK	
Serial Number:	85887079	KIDS@WORK	
Serial Number:	85887093	AMLOID	
Serial Number:	85887084	AMLOID SINCE 1916 A TOY TRADITION	
Serial Number:	75645435	CYBER TRIKE	
Serial Number:	75645444	PRETTY POWER	
Serial Number:	75645433	SUPER TRIKE	
Serial Number:	75173309	WHIRLY	
Serial Number:	74155005	SAND SACK	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	800-494-5225		
Email:	ipteam@cogencyglobal.com		

OP \$340.00 88024245

Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1188519 TM

NAME OF SUBMITTER: Michael A. Gallo

SIGNATURE: /Michael A. Gallo/

DATE SIGNED: 02/19/2020

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

dated as of February 14, 2020

by

AMLOID CORPORATION,
as the Grantor

in favor of

FIRST BANK,
as the Bank

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SCHEDULES

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as same may hereafter be amended, modified and/or supplemented and in effect, from time to time, this "Agreement") is made as of February 14, 2020 by AMLOID CORPORATION, a New Jersey corporation (the "Grantor") in favor of FIRST BANK, a New Jersey state chartered banking institution (the "Bank").

WITNESSETH:

WHEREAS, the Grantor, Amloid SA LLC, a New Jersey limited liability company (collectively, the "Borrowers") and the Bank are a party to that certain Credit Agreement, dated as of February 14, 2020 (as such agreement may hereafter be amended, modified, and/or supplemented, from time to time, collectively, the "Credit Agreement"), pursuant to which the Bank has agreed to make certain credit facilities available to the Borrowers, subject to the terms and conditions of the Credit Agreement (collectively, the "Facility"); and

WHEREAS, the Bank has also required, *inter alia*, and the Grantor has agreed, to execute and deliver this Agreement to secure the Obligations; and

WHEREAS, the Grantor has determined that its execution, delivery and performance of this Agreement directly benefits it and is within the corporate purposes of, and in the best interests of the Grantor.

NOW, THEREFORE, for and in consideration of the foregoing and of any financial accommodations or extensions of credit (including, without limitation, any loan or advance by renewal, refinancing or extension of the agreements described hereinabove) heretofore, now or hereafter made in connection with the transactions contemplated by the Credit Agreement and the other Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions and Incorporation of Terms. Unless otherwise defined in this Agreement, all words and terms set forth and defined in the Credit Agreement and the other Loan Documents shall have the same respective meanings as set forth in the Credit Agreement and the other Loan Documents, as if fully set forth in this Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in this Agreement in their entirety by this reference thereto.

Section 2. Security Interest in Trademarks. To secure the indefeasible payment and performance, in full, of all Obligations, and to induce the Bank to make the Facility to the Borrowers, the Grantor hereby grants, assigns, hypothecates, mortgages, conveys and transfers to the Bank, a security interest in all of its right, title and interest in, to and under the following, whether now owned or existing or hereafter arising or acquired and wheresoever located:

(a) all servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks, tradenames, registrations and applications listed on Exhibit 2(a) of this Agreement, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, tradenames and applications together with the items described in Section 2, are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

(b) all rights under or interest in any license agreements with any other party, whether the Grantor is a licensee or licensor under any such license agreement, including, without limitation, those license agreements listed on Schedule 2(b) of this Agreement, together with any goodwill connected with and symbolized by any such license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by the Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"); and

(c) all materials now or hereafter owned or created by the Grantor, all tangible property embodying the Trademarks or such copyrightable materials, and all tangible property covered by the Licenses.

Section 3. Restrictions on Future Agreements. The Grantor shall not enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, without the Bank's prior express written consent, and the Grantor further covenants and agrees that it shall not take any action, and it shall use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Bank under this Agreement or the rights associated with the Trademarks or the Licenses.

Section 4. New Trademarks and Licenses. The Grantor represents and warrants that; (a) no liens, claims or security interests in the Trademarks and Licenses have been granted by the Grantor to any Person other than the Bank. If, prior to the termination of this Agreement, the Grantor shall (x) obtain rights to any new trademarks, registered trademarks, or copyright applications, (y) become entitled to the benefit of any trademarks, registered trademarks, copyright applications, copyright licenses or copyright license renewals, whether as licensee or licensor, or (z) enter into any new copyright license agreement, the provisions of this Agreement shall automatically apply thereto. The Grantor shall provide the Bank written notice of events set forth in this Section 4 promptly after the occurrence thereof, but in any event not less

frequently than on a quarterly basis. The Grantor hereby authorizes the Bank to modify this Agreement unilaterally (1) by amending Schedule 2(a) to include any future trademarks, registered trademarks and copyright applications and by amending Schedule 2(b) to include any future copyright and license agreements and (2) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 2(a) or Schedule 2(b) thereto, as the case may be, such future trademarks, registered trademarks, copyright applications and copyright license agreements.

Section 5. Royalties. The Grantor hereby agrees that the use by the Bank of the Trademarks and Licenses, as authorized pursuant to this Agreement in connection with the Bank's exercise of its rights and remedies under this Agreement, the Credit Agreement or the other Loan Documents shall be coexisting with the Grantor's rights thereunder and with respect thereto, if any, and without any liability for royalties or other related charges from the Bank.

Section 6. Right to Inspect; Further Assignments and Security Interests. The Bank shall have the right, from time to time, to inspect the Grantor's premises and to examine Grantor's books, records and operations, including, without limitation, the Grantor's quality control processes. The Grantor agrees that the Bank, or a conservator appointed by the Bank, shall have the right, upon the occurrence and continuation of an Event of Default, to establish such additional reasonable product quality controls as the Bank, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by the Grantor under the Trademarks and Licenses. The Grantor agrees (a) not to sell or assign their interest in, or grant any license under, the Trademarks or Licenses, without the prior written consent of the Bank (which consent shall not be unreasonably withheld, delayed and/or conditioned); (b) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with quality of said products as of the date hereof; (c) not to adversely change the quality of said products without the Bank's prior express written consent (which consent shall not be unreasonably withheld, delayed and/or conditioned); and (d) to provide the Bank, upon request, with a certificate of a Responsible Officer of the Grantor certifying the Grantor's compliance with this Section 6.

Section 7. Duties of the Grantor. The Grantor shall have the duty to: (a) prosecute diligently any copyright application included in the Trademarks, (b) make application for registration of such uncopyrighted but copyrightable material, and (c) take all reasonable and necessary action to preserve and maintain all of the Grantor's rights in the Trademarks and Licenses including, without limitation, making timely filings for renewals and extensions and diligently monitoring unauthorized use thereof. The Grantor further agrees that it shall (y) not abandon any Trademarks or Licenses without the prior written consent of the Bank (which consent shall not be unreasonably withheld, delayed and/or conditioned), and (z) use its best efforts to maintain in full force and effect the Trademarks and the Licenses. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. Without limiting the generality of the foregoing, the Bank shall be under no obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties.

Section 8. Event of Default. Upon the occurrence and continuation of an Event of Default, the Bank may, without notice to or consent of the Grantor and through the power of attorney granted in Section 12 of this Agreement, irrevocably execute and deliver in the Grantor's name any and all such assignments and agreements and to take any and all other actions in the Grantor's name as the Bank shall deem reasonable or appropriate to transfer and convey all right, title and interest of the Grantor in and to the Collateral to the Bank or any other Person selected by the Bank.

Section 9. Right to Sue. Upon the occurrence and continuation of an Event of Default, the Bank shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Bank shall commence any such suit, the Grantor shall, at the request of the

Bank, do any and all lawful acts and execute any and all proper documents required by the Bank in aid of such enforcement. The Grantor shall be obligated to, and shall, upon demand, promptly reimburse the Bank for all costs and expenses incurred by the Bank in the exercise of its rights under this Agreement.

Section 10. Cumulative Remedies. The Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by Law and the rights and remedies of a secured party under the UCC, as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence and continuation of an Event of Default, the Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Bank or any transferee of the Bank and to execute and deliver to the Bank or any such transferee all such agreements, documents and instruments as may be necessary, in the Bank's Permitted Discretion, to effect such assignment, conveyance and transfer. All of the Bank's rights and remedies with respect to the Trademarks and the Licenses, whether established by this Agreement, the Security Agreement, by any other agreements or by Law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding any provision of this Agreement to the contrary, it is hereby expressly agreed that upon the occurrence and continuation of an Event of Default, the Bank may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. The Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by Law shall be deemed reasonably and properly given if given at least ten (10) calendar days before such disposition, provided, however, that the Bank may give any shorter notice that is commercially reasonable under the circumstances.

Section 11. Waiver. Failure by the Bank to exercise any right, remedy or option under this Agreement, the other Loan Documents, any other agreement or document relating to the Obligations, or as provided by Law, or any delay by the Bank in exercising the same, shall not operate as a waiver of any such right, remedy or option. No waiver under this Agreement and/or the other Loan Documents shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated, which in the case of the Bank shall only be granted as provided in this Agreement or in the Loan Documents. To the extent permitted by Law, neither the Bank nor any party acting as attorney for the Bank, shall be liable for any acts or omissions or for any error of judgment or mistake of fact or Law. The rights and remedies of the Bank under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Bank may have, including, without limitation, any and all rights and remedies allowed by Law and the rights and remedies of a secured party under the UCC, as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located.

Section 12. The Bank Appointed Attorney-in-Fact.

(a) The Grantor hereby irrevocably constitutes and appoints the Bank, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in the exercise of its Permitted Discretion, to, upon the occurrence and continuation of an Event of Default, take any and all appropriate action and to execute and deliver any and all documents and instruments which the Bank, acting reasonably, may deem necessary or advisable to accomplish the purposes of this Agreement.

(b) The Grantor hereby ratifies, to the extent permitted by Law, all that the Bank shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Agreement. The power of attorney granted pursuant to this Security Agreement is a power coupled with an interest and shall be irrevocable until the Obligations are indefeasibly paid and performed, in full.

(c) This power of attorney is a power coupled with an interest and shall be irrevocable until the indefeasible payment and performance, in full, of all Obligations. The powers conferred on the Bank under this Section 12 are solely to protect its interest in the Trademarks or Licenses and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Trademarks or Licenses in its possession and the accounting for moneys actually received by it under this Agreement, the Bank shall have no duty as to any Trademarks or Licenses. The Bank shall not be liable for any acts, omissions, errors of judgment or mistakes of fact or Law including, without limitation, acts, omissions, errors or mistakes with respect to the Collateral. The Bank shall be deemed to have exercised reasonable care in the custody and preservation of the collateral in its possession if the Trademarks or Licenses are accorded treatment substantially equal to that which the Bank accords its own property, it being understood that the Bank shall be under no obligation to take any necessary steps to preserve rights against prior parties or any other rights pertaining to any Trademarks or Licenses, but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of the Grantor and shall be added to the Obligations.

Section 13. Fees and Expenses. The Grantor shall pay on demand all reasonable fees and expenses of the Bank in connection with the preparation, administration, default, collection, waiver or amendment of loan terms, or in connection with Bank's exercise, preservation or enforcement of any of its rights, remedies or options under this Agreement and the Loan Documents, including, without limitation, reasonable fees of outside legal counsel or the allocated costs of in-house legal counsel, accounting, consulting, brokerage or other similar professional fees or expenses, and any reasonable fees or expenses associated with travel or other costs relating to any appraisals or examinations conducted in connection with the Facility or any collateral therefor, and the amount of all such expenses shall, until paid, bear interest at the Default Rate and be a part of the Obligations.

Section 14. Amendments. No amendment or waiver of any provision of this Agreement, nor consent to any departure by the Grantor thereof, shall in any event be effective unless the same shall be affected in writing and duly executed between the Grantor and the Bank.

Section 15. Notices and Other Written Communications. All notices and other written communications hereunder shall be made in accordance with Section 11.01 of the Credit Agreement. This Section 15 shall not be construed in any way to affect or impair any waiver of notice or demand provided in any Loan Document or to require giving of notice or demand to or upon any Person in any situation or for any reason.

Section 16. Entirety. This Agreement, the other Loan Documents and the other agreements and documents relating to the Obligations represent the entire agreement of the parties hereto and thereto, and supersede all prior agreements and understandings, oral or written, if any, including any commitment letters or correspondence relating to the Loan Documents, any other agreements and documents relating to the Obligations, or the transactions contemplated in this Agreement and therein.

Section 17. Other Security. To the extent that any of the Obligations are now or hereafter secured by property other than the Trademarks or Licenses (including, without limitation, real property and securities owned by the Grantor), or by a guarantee, endorsement or property of any other Person, then the Bank shall have the right to proceed against such other property, guarantee or endorsement and the Bank shall have the right, in the exercise of its Permitted Discretion, to determine which rights, security, liens, security interests or remedies the Bank shall at any time pursue, relinquish, subordinate, modify or take with respect thereto, without in any way modifying or affecting any of them or the Obligations or any of the rights of the Bank under this Agreement, under any of the other Loan Documents or under any other document relating to the Obligations.

Section 18. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate 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.

Section 19. Further Indemnification. The Grantor agrees to pay and to save the Bank harm from any and all liabilities with respect to, or resulting from any delay in paying, any and all excise, sales or other similar taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any other transactions contemplated by this Agreement.

Section 20. Headings. Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

Section 21. Governing Law; Jurisdiction; Consent to Service of Process. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW JERSEY, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS THEREUNDER BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. THE GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW JERSEY STATE COURT SITTING IN NEWARK, NEW JERSEY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND THE GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW JERSEY STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. THE GRANTOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE BANK MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. THE GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN THIS AGREEMENT. THE GRANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT. THE GRANTOR IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN THE LOAN DOCUMENTS. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 22. Waiver of Jury Trial. THE GRANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF THE BANK RELATING TO THE ADMINISTRATION OF THE

FACILITY OR ENFORCEMENT OF THE LOAN DOCUMENTS, AND AGREES THAT IT WILL NOT SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, THE GRANTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. THE GRANTOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF BANK HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BANK WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR BANK TO ACCEPT THIS AGREEMENT.

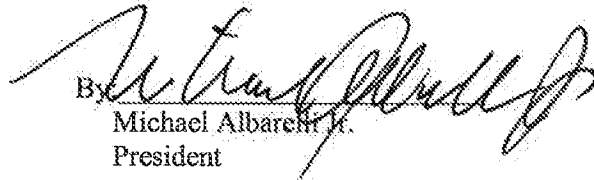
Section 23. Severability. WHEREVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW. ANY PROVISION OF THIS AGREEMENT, OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCE, THAT, FOR ANY REASON, IN WHOLE OR IN PART, IS PROHIBITED OR UNENFORCEABLE IN ANY JURISDICTION SHALL, AS TO SUCH JURISDICTION, BE INEFFECTIVE TO THE EXTENT OF SUCH PROHIBITION OR UNENFORCEABILITY WITHOUT INVALIDATING THE REMAINING PROVISIONS OF THIS AGREEMENT (OR THE REMAINING PORTIONS OF SUCH PROVISION) OR THE APPLICATION THEREOF TO ANY OTHER PERSON OR CIRCUMSTANCE, AND ANY SUCH PROHIBITION OR UNENFORCEABILITY IN ANY JURISDICTION SHALL NOT INVALIDATE OR RENDER UNENFORCEABLE SUCH PROVISION (OR PORTION THEREOF) OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCE IN ANY OTHER JURISDICTION.

Section 24. Waiver of Bond. THE GRANTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF ANY PARTY TO THIS AGREEMENT IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO REALIZE ON THE COLLATERAL, ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PARTY, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to have been duly executed and delivered, all as of the date first above written.

AMLOID CORPORATION

By 
Michael Albarelli Jr.
President

Schedule 2(a)

Registered Trademarks

BRAND	NO.	APP. DATE	IMAGE CLASS	IMAGE
ACTION BLOCKS	88024245	2018-07-03	US.01.15, US.15.07, US.27.03	
NEXTWAVE	88003331	2018-06-16		
NEXT STEP	87790566	2018-02-08		
IMAGINE THAT	87787307	2018-02-07		
KIDS@WORK	85887087	2013-03-26		
KIDS@WORK	85887079	2013-03-26	US.09.05, US.18.15, US.21.01, US.26.07	
AMLOID	85887093	2013-03-26		
AMLOID SINCE 1916 A TOY TRADITION	85887084	2013-03-26		
CYBER TRIKE	75645435	1999-02-22		
PRETTY POWER	75645444	1999-02-22		
SUPER TRIKE	75645433	1999-02-22		
WHIRLY	75173309	1996-09-27		
SAND SACK	74155005	1991-04-08		

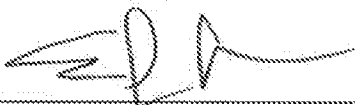
Schedule 2(b)

License Agreements

None

STATE OF NEW JERSEY }
 } ss:
COUNTY OF ESSEX }

BE IT REMEMBERED, that on this 14th day of February, 2020, before me, the subscriber, an officer duly authorized to take acknowledgments for use in the State of New Jersey, personally appeared Michael Albarelli Jr., who I am satisfied, is the person who executed the within Instrument as the President of Amloid Corporation, the corporation named therein, and I having first made known to him the contents thereof, he did thereupon acknowledge that the said Instrument made by said corporation and delivered by him as such officer, is the voluntary act and deed of said limited liability, made by virtue of authority from its Board of Directors, for the uses and purposes therein expressed.



Edward J. Albowicz, Esq.
An Attorney-at-Law of New Jersey