

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM562712

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Team Beans, L.L.C., d/b/a Forever Collectibles		09/12/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	TD Bank, National Association
<b>Street Address:</b>	1000 MacArthur Boulevard
<b>City:</b>	Mahwah
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07430
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	87189635	BRXLZ
Serial Number:	87189670	BRXLZ
Serial Number:	87413960	EEKEEZ
Serial Number:	86883143	FLATHLETES
Serial Number:	86199136	FOCO
Serial Number:	87525311	FOCO
Serial Number:	87200930	FOCO
Serial Number:	78214689	FOREVER COLLECTIBLES
Serial Number:	88222736	PZLZ
Serial Number:	77538671	GREEN FOREVER
Serial Number:	76043034	TEAM BEANS
Serial Number:	75983205	TEAM BEANS AUTHENTIC

## CORRESPONDENCE DATA

Fax Number: 8004947512

*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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

TRADEMARK

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1189012 TM
<b>NAME OF SUBMITTER:</b>	Michele McGlashan Frost
<b>SIGNATURE:</b>	/Michele McGlashan Frost/
<b>DATE SIGNED:</b>	02/19/2020

**Total Attachments: 15**

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AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT

dated as of September 12, 2019

by

TEAM BEANS, L.L.C.,  
d/b/a FOREVER COLLECTIBLES,  
as the Grantor

in favor of

TD BANK, NATIONAL ASSOCIATION,  
as the Bank

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TABLE OF CONTENTS

	<u>PAGE</u>
SECTION 1	DEFINITIONS AND INCORPORATION OF TERMS .....2
SECTION 2	SECURITY INTERESTS IN TRADEMARKS.....2
SECTION 3	RESTRICTIONS ON FUTURE AGREEMENTS .....2
SECTION 4	NEW TRADEMARKS AND LICENSES .....2
SECTION 5	ROYALTIES .....3
SECTION 6	RIGHT TO INSPECT; FURTHER ASSIGNMENTS AND SECURITY INTERESTS .....3
SECTION 7	DUTIES OF THE GRANTOR .....3
SECTION 8	EVENT OF DEFAULT .....3
SECTION 9	RIGHT TO SUE.....3
SECTION 10	WAIVER .....4
SECTION 11	THE BANK APPOINTED ATTORNEY-IN-FACT .....4
SECTION 12	FEES AND EXPENSES .....4
SECTION 13	AMENDMENTS .....5
SECTION 14	NOTICES AND OTHER WRITTEN COMMUNICATIONS.....5
SECTION 15	ENTIRETY .....5
SECTION 16	OTHER SECURITY .....5
SECTION 17	EXECUTION IN COUNTERPARTS .....5
SECTION 18	FURTHER INDEMNIFICATION.....5
SECTION 19	HEADINGS .....5
SECTION 20	GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS .....5
SECTION 21	WAIVER OF JURY TRIAL .....6
SECTION 22	SEVERABILITY.....6
SECTION 23	WAIVER OF BOND .....7

SCHEDULES

SCHEDULE 2(A)	SCHEDULE OF REGISTERED TRADEMARKS
SCHEDULE 2(B)	SCHEDULE OF LICENSE AGREEMENTS

AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED 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 September 12, 2019 by TEAM BEANS, L.L.C., d/b/a FOREVER COLLECTIBLES, a Delaware limited liability company (the "Grantor") in favor of TD BANK, NATIONAL ASSOCIATION, a national banking association (the "Bank").

W I T N E S S E T H:

WHEREAS, the Grantor and the Bank are a party to that certain Second Amended and Restated Credit Agreement, dated as of September 12, 2019 (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 Grantor, 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 to or for the benefit of the Grantor by the Bank 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 Borrower, the Grantor hereby grants, assigns, hypothecates, mortgages, conveys and transfers to the Bank, for its benefit and the ratable benefit of 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 clauses (i) through (iv), 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 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 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 Borrower 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; (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; 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, 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 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 11 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 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. 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 11. 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 Bank's discretion, to, upon the occurrence 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 11 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 12. 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 13. Amendments. No amendment or waiver of any provision of this Agreement, nor consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be affected in writing and duly executed between the Grantor and the Bank.

Section 14. Notices and Other Written Communications. All notices and other written communications hereunder shall be made in accordance with Section 10.01 of the Credit Agreement. This Section 14 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 15. 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 16. 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 its sole and absolute 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 17. 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 18. 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 19. Headings. Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

Section 20. 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 HERETO 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 21. 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 22. 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

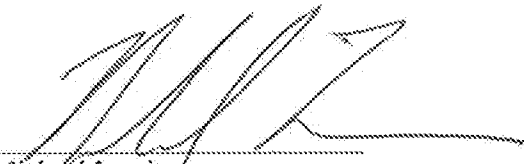
UNENFORCEABLE SUCH PROVISION (OR PORTION THEREOF) OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCE IN ANY OTHER JURISDICTION.

Section 23. Waiver of Bond. THE GRANTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF ANY PARTY HERETO 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 Amended and Restated Trademark Security Agreement to have been duly executed and delivered, all as of the date first above written.

TEAM BEANS, L.L.C.,  
d/b/a FOREVER COLLECTIBLES



By:   
Michael Lewis  
Manager

Schedule 2(a)

Registered Trademarks

Docket Number	Official No.	Country	Mark	Image	Status	Local Class
1.	063099-0254	1804566	Canada	BRXLZ	Registered	CLASS 28: Toy building blocks; toy building blocks capable of interconnection; toy building blocks capable of interconnection sold as kits for the construction of toy sports figures, toy sporting equipment, and toy buildings and structures; construction toys; toy construction blocks; toy construction sets.
2.	063099-0259	UK00003208426	United Kingdom	BRXLZ	Registered	CLASS 28: Toy building blocks; toy building blocks capable of interconnection; toy building blocks capable of interconnection sold as kits for the construction of toy sports figures, toy sporting equipment, and toy buildings and structures; construction toys; toy construction blocks; toy construction sets.
3.	063099-0252	015915994	European Union	BRXLZ	Registered	CLASS 28: Toy building blocks; toy building blocks capable of interconnection; toy building blocks capable of interconnection sold as kits for the construction of toy sports figures, toy sporting equipment, and toy buildings and structures; construction toys; toy construction blocks; toy construction sets.
4.	063099-0248	87/189635	United States of America	BRXLZ	Registered	CLASS 28: Toy building blocks; toy building blocks capable of interconnection; toy building blocks capable of interconnection sold as kits for the construction of toy sports figures, toy sporting equipment, and toy buildings and structures; construction toys; toy construction blocks; toy construction sets.
5.	063099-0253	015915952	European Union	BRXLZ & Block Design Logo	Registered	 CLASS 28: Toy building blocks; toy building blocks capable of interconnection; toy building blocks capable of interconnection sold as kits for the construction of toy sports figures, toy sporting equipment, and toy buildings and structures; construction toys; toy construction blocks; toy construction sets.
6.	063099-0249	87/189670	United States of America	BRXLZ & Block Design Logo	Registered	 CLASS 28: Toy building blocks; toy building blocks capable of interconnection; toy building blocks capable of interconnection sold as kits for the construction of toy sports figures, toy sporting equipment, and toy buildings and structures; construction toys; toy construction blocks; toy construction sets.
7.	063099-0260	UK00003208428	United Kingdom	BRXLZ Block Design Logo	Registered	 CLASS 28: Toy building blocks; toy building blocks capable of interconnection; toy building blocks capable of interconnection sold as kits for the construction of toy sports figures, toy sporting equipment, and toy buildings and structures; construction toys; toy construction blocks; toy construction sets.
8.	063099-0255	1804573	Canada	BRXLZ Logo	Registered	 CLASS 28: Toy building blocks; toy building blocks capable of interconnection; toy building blocks capable of interconnection sold as kits for the construction of toy sports figures, toy sporting equipment, and toy buildings and structures; construction toys; toy construction blocks; toy construction sets.
9.	063099-0270	017040098	European Union	DIZTRACTO CUBEZ	Registered	CLASS 28: Novelty toys in the nature of a bearing spinner; stress relief exercise toys.
10.	063099-0269	017037681	European Union	DIZTRACTO SPINNERZ	Registered	CLASS 28: Novelty toys in the nature of a bearing spinner; stress relief exercise toys.
11.	063099-0266	016993271	European Union	EEKEEZ	Registered	CLASS 14: Key chains.; CLASS 20: Wood sculptures; statues of wood, wax, plaster, resin or plastic; wall signs made of wood, wax, plaster, resin or plastic; decorative ornaments made of wood, plaster, resin or plastic.
12.	063099-0268	V0105566	Iceland	EEKEEZ	Registered	CLASS 14: Key chains.; CLASS 20: Wood sculptures; statues of wood, wax, plaster, resin or plastic; wall signs made of wood, wax, plaster, resin or plastic; decorative ornaments made of wood, plaster, resin or plastic.
13.	063099-0262	87/413960	United States of America	EEKEEZ	Registered	CLASS 20: Wood sculptures; statues of wood, wax, plaster, resin or plastic; wall signs made of wood, wax, plaster, resin or plastic; decorative ornaments made of wood, plaster, resin or plastic.
14.	063099-0244	86/883143	United States of America	FLATHLETES	Registered	CLASS 20: Figurines and caricatures of persons made primarily of resin, plastic and wood.; CLASS 28: Toy figures; collectable action figure toys.
15.	063099-0230	86/199136	United States of America	FOCO	Registered	CLASS 18: Leather bags; all-purpose sport, athletic and carrying bags; back packs.; CLASS 25: Clothing, namely, shirts, sweatshirts, shorts, pants, sweat pants, flip flops, slippers, sneakers, footwear, wristbands, jackets, wind jackets.
16.	063099-0261	87/525311	United States of America	FOCO	Registered	CLASS 35: On-line retail store services featuring a wide variety of consumer goods of others.
17.	063099-0272	UK00003262906	United Kingdom	FOCO	Registered	CLASS 35: Online retail services connected with the sale of stationery and desk accessories, clothing, shoes, footwear, clothing accessories, watches, jewellery, all-purpose bags, back packs and sports bags, toys, figurines, glassware, sporting equipment, banners, memorabilia, and souvenirs.

Docket Number	Official No.	Country	Mark	Image	Status	Local Class
18.	063099-0256	1804725	Canada	FOCO	Registered	<p>GOODS:</p> <p>(1) Eyewear namely, sunglasses; decorative magnets; Jewelry, namely, lapel and dress buttons, lapel pins, watches, tie tacks, cuff links, money clips, bracelets and charms, earrings, necklaces and pendants, rings; clocks; Bumper stickers; desktop organizers; greeting cards; note cards; notepads; stickers; paper labels; stationery, namely note paper, photo albums; scrapbooks; paper napkins; wrapping paper; ring binders; notebooks; desk and wall calendars; document portfolios; day planners; posters; books; Mirror frames; mirrors [furniture]; personal compact mirrors; pillows; bean bags; picture frames; plastic and cold cast resin figurines; plastic pennants; non-metal and non-leather key chains; seat cushions; Paper and plastic cups; drinking cups not of precious metal; mugs; drinking steins; beverage glassware; sports bottles sold empty; shot glasses; flasks; wastebaskets; trash cans; bowls; leather and plastic coasters; portable coolers namely, lunch bags, neoprene coolers; Bedspreads; comforters; blankets; bed linens; bath linens; bath and beach towels; textile wall hangings; fabric flags; banners of textile; cloth pennants; Belt buckles for clothing; embroidered emblems and patches for clothing; Modeled plastic toy figurines; bobble head dolls; toy construction sets; sports balls; plush toys; action figures; board games; playing cards; game tables; puzzles.</p> <p>(2) Wallets; umbrellas; luggage; leather bags; all-purpose sport, athletic and carrying bags; purses; tote bags; computer bags; backpacks; toiletry bags sold empty; reusable shopping bags; Clothing, namely, shirts, t-shirts, jackets, blazers, sweatpants, sports jerseys, pants, leggings, jeans, shorts, sleepwear, dresses, rompers, skirts, loose-fitting casual jumpsuits, sweaters, sweatshirts, bathrobes, pajamas, gloves, scarves, headbands, headwear namely, hats, baseball caps, head bands, winter beanies, masks, wristbands, lingerie, bathing suits, clothing belts, bandanas, footwear namely, sneakers, canvas shoes, flip flops, sandals, shower slides, slippers, youth/baby slippers.</p>
19.	063099-0250	87/200930	United States of America	FOCO	Registered	<p>CLASS 09: Decorative magnets.; CLASS 16: Bumper stickers, notepads, stickers, paper labels, stationery, wrapping paper, notebooks, day planners.; CLASS 20: Pillows, plastic and cold cast resin figurines.; CLASS 21: Drinking cups not of precious metal, mugs, drinking steins, beverage glassware, sports bottles sold empty, shot glasses, flasks, wastebaskets, trash cans, bowls, leather and plastic coasters.; CLASS 24: Bedspreads, comforters, baby blankets, travelling blankets, bed blankets, bed linens, bath linens, bath and beach towels, textile wall hangings, fabric flags, banners of textile, cloth pennants; plastic pennants.; CLASS 28: Modeled plastic toy figurines, bobble head dolls, toy construction sets, plush toys, action figures, board games, playing cards, game tables, puzzles; bean bags.</p>
20.	063099-0274	UK00003261720	United Kingdom	FoCo UK	Registered	<p>CLASS 14: Watches and clocks; jewellery; badges and bars for use therewith; keyrings and key chains; key rings [split rings with trinket or decorative fob]; cufflinks and tie pins; ear rings; pins; pendants; jewellery charms.; CLASS 18: All-purpose sports bags; bags for sports clothing; sports [bags for - ]; back packs and beach bags; umbrellas and umbrella covers; duffel bags; boot bags; holdalls; wallets and bags; belts; key cases and cases; purses; boxes; pouches; credit card holders; walking cases and sticks; attache cases and brief cases; bands and straps of leather; leather shoe and boot linings; collars and covers for animals; dog leads; leather trimmings; laces, leads and leashes; wallets.; CLASS 21: Figurines [statuettes] of porcelain, ceramic, earthenware or glass.; CLASS 24: Banners textile.; CLASS 25: Articles of outer clothing; clothing; articles of sports clothing; leisurewear; footwear being articles of clothing; headgear (for wear); shirts; boots; underwear; coats; shorts; T-shirts; socks; sweaters; caps; hats; scarves; jackets; footwear; jackets; jerseys; jumpers and knitwear; singlets; skirts; vests; visors; waterproof clothing; neck scarves; belts.; CLASS 28: Toy figurines.; CLASS 35: Retail services in relation to fashion accessories;Retail services in relation to clothing;Retail services in relation to clothing accessories;Retail services in relation to sporting articles;Retail services in relation to sporting equipment.; CLASS 39: Collection of merchandise;Merchandise (Packing of -).</p>
21.	063099-0220	13078238	China	FOREVER COLLECTIBLES	Registered	<p>CLASS 28: Plush toys; plush bean bag toys; souvenir plush toys in the likeness of sport team mascots and sport participants; stuffed toys; dolls; dolls' feeding bottles; dolls' beds; dolls' houses; dolls' clothes; dolls' rooms; bobble head dolls; souvenirs.</p>
22.	063099-0158	78/214689	United States of America	FOREVER COLLECTIBLES	Registered	<p>CLASS 09: Decorative magnets in the likeness of sport participant players, player jerseys and uniforms. ; CLASS 19: Stones for use in gardens. ; CLASS 20: Non-metal and non-leather key chains; pillows; plaques; cold cast resin figurines. ; CLASS 25: Christmas hats. ; CLASS 28: Plush toys; plush bean bag toys; souvenir plush toys in the likeness of sport team mascots and sport participants; snow globes; Christmas tree ornaments, except confectionery or illumination articles; Christmas stockings; head covers for golf clubs; stuffed toys; dolls and doll accessories.; CLASS 35: Retail outlets and computerized on line retail and ordering services featuring plush bean bag toys, souvenirs, stuffed toys, dolls, doll accessories, bobble head dolls, men's women s and children's clothing, sports apparel and accessories.</p>

	Docket Number	Official No.	Country	Mark	Image	Status	Local Class
23.	063099-0276	88/222736	United States of America	PZLZ		Pending	CLASS 28: Three dimensional construction toys, puzzles, and collectible figures.
24.	063099-0195	77/538671	United States of America	RECYCLE TREE LOGO OVER GREEN OVER FOREVER		Registered	CLASS 18: Bags, namely, reusable shopping bags, handbags, duffel bags, sports bags, book bags, baby bags; leather and imitation leather key chains.
25.	063099-0221	13078239	China	TEAM BEANS		Registered	CLASS 28: Plush toys; plush bean bag toys; souvenir plush toys in the likeness of sport team mascots and sport participants; stuffed toys; dolls; dolls' feeding bottles; dolls' beds; dolls' houses; dolls' clothes; dolls' rooms; bobble head dolls; souvenirs.
26.	063099-0113	76/043034	United States of America	TEAM BEANS		Registered	CLASS 28: Plush toys, plush bean bag toys, souvenir plush toys in the likeness of sport team mascots and sport participants, stuffed toys, dolls and doll accessories.
27.	063099-0159	75/983205	United States of America	TEAM BEANS AUTHENTIC & Design		Registered	CLASS 28: Plush toys, plush bean bag toys, stuffed toy souvenirs and dolls in the nature of sport team mascots and sport participants, stuffed toys, dolls and doll accessories.

Schedule 2(b)

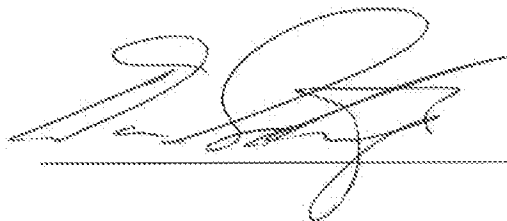
License Agreements

License Agreement, dated July 19, 2018 and executed by and between the Grantor and NFL Properties LLC.



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

BE IT REMEMBERED, that on this <sup>16<sup>th</sup></sup> ~~30<sup>th</sup>~~ day of ~~August~~ <sup>September</sup>, 2019, before me, the subscriber, an officer duly authorized to take acknowledgments for use in the State of New Jersey, personally appeared Michael Lewis, who I am satisfied, is the person who executed the within Instrument as the President of Team Beans, L.L.C., d/b/a Forever Collectibles, the limited liability company named therein, and I having first made known to him the contents thereof, he did thereupon acknowledge that the said Instrument made by the said limited liability company and delivered by him as such officer, is the voluntary act and deed of said limited liability, made by virtue of authority from its Operating Agreement, for the uses and purposes therein expressed.



Notary Public

DON R. SANTIAGO  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 2469232  
My Commission Expires 03/31/2022