

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WACKY WORLD STUDIOS, LLC		05/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA		
Street Address:	200 WEST STREET		
Internal Address:	16TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4278233	THEMES-TO-GO	
Registration Number:	2888527	WACKY WORLD	
Registration Number:	2878708	WACKY WORLD STUDIOS	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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:	2126983500		
Email:	PATENTS@DECHERT.COM		
Correspondent Name:	DECHERT LLP		
Address Line 1:	1095 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	398176-157490		
NAME OF SUBMITTER:	Erin Peacock		
SIGNATURE:	/Erin Peacock/		
DATE SIGNED:	05/04/2020		

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Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT dated as of May 1, 2020 (this “**Trademark Security Agreement Supplement**”), by and between Wacky World Studios, a Delaware limited liability company (the “**Grantor**”) and Goldman Sachs Bank USA, as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the “**Administrative Agent**”) for the Secured Parties (as defined in the Second Lien Credit Agreement).

Reference is made to that certain Second Lien Credit Agreement, dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Credit Agreement**”), by and among PlayCore MidCo, Inc., a Delaware corporation (“**Holdings**”), PlayCore Merger Sub, Inc., a Delaware corporation (the “**Initial Borrower**”, to be merged with and into Recess Holdings, Inc., a Delaware corporation (the “**Company**”) pursuant to the Merger Transactions (as defined therein), with the Company as survivor of the Merger (as defined therein), the “**Borrower**”), the lenders from time to time party thereto (the “**Lenders**”) and the Administrative Agent.

Reference is also made to that certain Second Lien Pledge and Security Agreement dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Borrower, Holdings, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

Reference is also made to that certain Second Lien Trademark Security Agreement, dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Trademark Security Agreement**”) by and among the Grantors thereto and the Administrative Agent for the Secured Parties.

The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional Trademark Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Additional Trademark Collateral**”):

- (a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including but not limited to the Trademark registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing;
- (b) all renewals of the foregoing;
- (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof;
- (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims

and demands for royalties owing; and (e) all rights corresponding to any of the foregoing, in each case, excluding any items constituting Excluded Assets and/or otherwise expressly limited or excluded by the Collateral and Guarantee Requirements.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

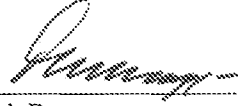
SECTION 4. Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement Supplement as of the day and year first above written.

WACKY WORLD STUDIOS, LLC

By: 
Name: Rick Ruegger
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement Supplement]

TRADEMARK
REEL: 006987 FRAME: 0226

GOLDMAN SACHS BANK USA,
as Administrative Agent

By:  _____
Authorized Signatory

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Wacky World Studios, LLC	4278233	22/01/2013	THEMES-TO-GO
Wacky World Studios, LLC	2888527	28/09/2004	WACKY WORLD
Wacky World Studios, LLC	2878708	31/08/2004	WACKY WORLD STUDIOS