

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM608211

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Royal Bank of Canada		10/29/2020	Chartered Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Basic Fun, Inc.		
<b>Street Address:</b>	301 Yamato Road, Suite 2112		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33431		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2551986	PLAYHUT	
<b>Serial Number:</b>	87702055		
<b>Serial Number:</b>	87702008		
<b>Serial Number:</b>	87702034		
<b>Serial Number:</b>	87701992		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3035838224		
<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>			
<b>Phone:</b>	303-583-8224		
<b>Email:</b>	rrice@polsinelli.com,jditullio@polsinelli.com,jolsen@polsinelli.com		
<b>Correspondent Name:</b>	Rachel Rice; Polsinelli PC		
<b>Address Line 1:</b>	1401 Lawrence Street, Suite 2300		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	073875-648514		
<b>NAME OF SUBMITTER:</b>	Rachel Rice		
<b>SIGNATURE:</b>	/Rachel A. Rice/		
<b>DATE SIGNED:</b>	11/11/2020		
<b>Total Attachments: 6</b>			

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## RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 29, 2020 (this "Release"), is made by Royal Bank of Canada, as administrative agent and collateral agent (in such capacity and together with its successors and assigns, the "Administrative Agent") for the Secured Parties (as defined in the Collateral Agreement referred to below) in favour of Basic Fun, Inc. (the "Grantor").

**WHEREAS**, BASIC FUN CANADA HOLDINGS, INC. and BASIC FUN, LTD., as borrowers (the "Borrowers") have entered into a Credit Agreement dated as of August 3, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, BASIC FUN HOLDCO, LLC ("Holdings"), the Subsidiaries of Holdings party thereto from time to time, the LENDERS party thereto from time to time, and the Administrative Agent;

**WHEREAS**, pursuant to the terms of the Credit Agreement, the Grantor and the other grantors party thereto executed and delivered that certain U.S. Guarantee and Collateral Agreement, dated as of August 3, 2017, to the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Collateral Agreement") for the benefit of the Secured Parties (capitalized terms used and not defined herein have the meanings given such terms in the Collateral Agreement and the Credit Agreement, as applicable);

**WHEREAS**, under the terms of the Collateral Agreement, the Grantor granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor, to the Administrative Agent for the benefit of the Secured Parties in that certain Intellectual Property Security Agreement (the "Intellectual Property Security Agreement") dated October 29, 2018, and recorded at United States Patent and Trademark Office on November 16, 2018, at Reel 6483 Frame 0708; and

**WHEREAS**, Administrative Agent now wishes to release the security interests granted in the Intellectual Property Security Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent and Grantor agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Collateral Agreement or Intellectual Property Security Agreement.

**SECTION 2. Termination and Release.** Administrative Agent hereby:

(a) terminates the Intellectual Property Security Agreement;

(b) terminates, cancels, forever discharges, and releases the security interest in all right, title, and interest in and to the Intellectual Property Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

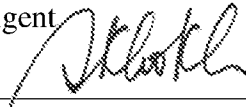
(d) authorizes the recordation of this Release with any government office, including but not limited to the Canadian Intellectual Property Office, United States Patent and Trademark Office and the United States Copyright Office, at Grantor's expense.

**SECTION 3. Further Assurances.** Administrative Agent, upon Grantor's written request and at Grantor's expense, agrees to duly execute, acknowledge, procure and deliver any further reasonable documents and to do such other reasonable acts as may be reasonably requested by Grantor to the extent necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Intellectual Property Collateral, Administrative Agent will, upon Grantor's request and at Grantor's expense, execute and deliver a reasonable release of such Intellectual Property Collateral or other reasonable instrument requested by Grantor that will terminate any such filing with respect to the Intellectual Property Collateral and/or release any interest in the Intellectual Property Collateral conveyed therein.

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IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered as of the date first above written.

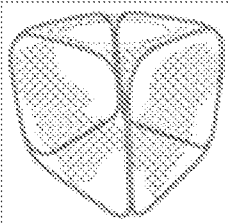
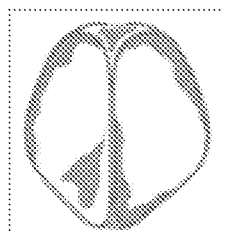
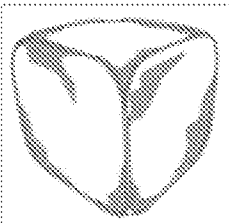
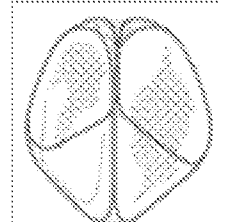
**ROYAL BANK OF CANADA,**  
as Administrative Agent

By:  \_\_\_\_\_

Name: Susan Khokher  
Title: Manager, Agency

**Schedule A**

**TRADEMARK APPLICATIONS AND REGISTRATIONS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application Number / Registration Number</b>
Trade Dress 	United States (Federal)	SN: 87702055
Trade Dress 	United States (Federal)	SN: 87702008
Trade Dress 	United States (Federal)	SN: 87702034
Trade Dress 	United States (Federal)	SN: 87701992
“PLAYHUT”	United States (Federal)	RN: 2551986 SN: 76082099



**COPYRIGHT APPLICATIONS AND REGISTRATIONS**

<b>Full Title</b>	<b>Copyright Number</b>	<b>Date</b>
<u>Littleseignz.</u>	VAu000597119	2003
<u>Playhut Entertainment &amp; Littleseignz characters.</u>	VAu000595888	2003
<u>Chinese and English name of Littleseignz characters.</u>	VAu000594848	2003
<u>Di Qing &amp; Flower Princess.</u>	VAu000594178	2003
<u>Signal.</u>	VAu000590569	2003
<u>Sassy Stoppy.</u>	VAu000590560	2003
<u>Handy.</u>	VAu000585904	2003
<u>Little Signz.</u>	VAu000584158	2003
<u>Music up.</u>	VAu000579730	2003
<u>Di Qin.</u>	VAu000579522	2003
<u>Captain Yield.</u>	VAu000554887	2003
<u>Little Signz : an animated preschool series in development.</u>	PAu002798046	2003
<u>Little monk.</u>	PAu002761811	2003
<u>Di qing.</u>	PAu002761427	2003
<u>Young General Di Qin complete collection.</u>	PAu002757737	2003
<u>Music up : episode 1.</u>	PAu002752863	2003
<u>Katzz design.</u>	VAu000649788	2004
<u>Katzz.</u>	VAu000649787	2004
<u>Little Signz.</u>	VAu000607927	2003
<u>New ziggнал.</u>	VAu000605159	2003
<u>Littleseignz draft drawing.</u>	VAu000598551	2003