

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614268

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Orb Factory Limited		12/11/2020	Corporation: NOVA SCOTIA
RECEIVING PARTY DATA			
Name:	Waygar Capital Inc., as Agent		
Street Address:	25 King Street		
Internal Address:	Suite 1700		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5L2A1		
Entity Type:	Corporation: ONTARIO		
PROPERTY NUMBERS Total: 61			
Property Type	Number	Word Mark	
Registration Number:	4552364	ARTSI	
Registration Number:	4151103	BIG PIECES FOR LITTLE FINGERS	
Registration Number:	3970521	BLINGLETS	
Registration Number:	5985921	BOINGZZ	
Registration Number:	5796826	BRAINI PUTTI	
Registration Number:	5588150	BUBBLEZZ	
Registration Number:	5795587	BUTTERIFLUFF	
Registration Number:	5552479	COSTUME CUTIEZ	
Registration Number:	1868456	CURIOSITY KITS	
Registration Number:	5448545	ELASTI PLASTI	
Registration Number:	5712396	ERASEROOZ	
Registration Number:	5298209	FLUFFABLES	
Registration Number:	5711728	FUZIONFOODZ	
Registration Number:	5174486	FUZZEEZ	
Registration Number:	5174492	FUZZEEZ	
Registration Number:	4802845	GLITTER PETZ	
Registration Number:	5692839	HYPERSTIX	
Registration Number:	4735653	IMAGINISTA	

OP \$1540.00 4552364

Property Type	Number	Word Mark
Registration Number:	5511729	JELLI WORLDZ
Registration Number:	3195826	MAGNETIC COLOR CUBES
Registration Number:	3195824	MAGNETIC MOSAICS
Registration Number:	3720371	MOSAICS BY NUMBERS
Registration Number:	4018990	MY FIRST STICKY MOSAICS
Registration Number:	5706840	ORB
Registration Number:	5848747	ORB
Registration Number:	5511680	ORB HI-DEF CREATION SYSTEM
Registration Number:	5620702	ORB JELLI WORLDZ
Registration Number:	5511668	ORB MICRO MOSAICS
Registration Number:	5991925	ORB MOCHEEZ
Registration Number:	5730829	ORB MOLECULES
Registration Number:	5810234	ORB ODDITEEZ
Registration Number:	5808314	ORB SLIMI CAFÉ
Registration Number:	5640487	ORB SLIMY
Registration Number:	5488301	PEEL2REVEAL
Registration Number:	4976008	PIXEL POPS
Registration Number:	4388869	PLUSH CRAFT FABRIC BY NUMBER
Registration Number:	4511573	PLUSHEEZ
Registration Number:	5636547	SCULPT'N SQUISH
Registration Number:	5782261	SOFT'N SLO SQUISHIES
Registration Number:	5782262	SOFT'N SLO SQUISHIES
Registration Number:	4043433	SPARKLEUPS
Registration Number:	6102484	SQUISHLINGS
Registration Number:	4077919	STICK 'N CLICK
Registration Number:	5802207	STICKIPALZ
Registration Number:	4078956	STICK'NSTYLE
Registration Number:	4517228	STICK'NSTYLE
Registration Number:	3182887	STICKY MOSAICS
Registration Number:	4043431	STORYCRAFT
Registration Number:	5802208	SWELLIHEDZ
Registration Number:	5531928	TOOTABLES
Registration Number:	5591924	VELVETEEZ
Registration Number:	5777441	WRIGGLEBALLZ
Registration Number:	6176544	ORB CLOUDPUFFZ
Registration Number:	6176027	MORPHIMALS
Registration Number:	6175941	ORB ORGAN-ICKS
Registration Number:	6170140	GOOOZE

Property Type	Number	Word Mark
Registration Number:	5366212	MORPH
Serial Number:	90185655	ORB ARCADE
Serial Number:	88629938	ORB FLOWTONIA
Serial Number:	88380834	PLUSH CRAFT
Serial Number:	88074006	MAGIPUZZLE

CORRESPONDENCE DATA

Fax Number: 8888298517

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: (312) 288-3586

Email: john.cunningham@wolterskluwer.com

Correspondent Name: Nancy Helm Brown

Address Line 1: 2929 Allen Pkwy

Address Line 2: Suite 3300

Address Line 4: Houston, TEXAS 77019

NAME OF SUBMITTER:	Gregory T. Pealer
SIGNATURE:	/Gregory T. Pealer/
DATE SIGNED:	12/14/2020

Total Attachments: 9

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TRADEMARK COLLATERAL AGREEMENT

This 11th day of December, 2020, The Orb Factory Limited, a limited business corporation formed under the laws of Nova Scotia a/k/a The Orb Factory Ltd a/k/a The Orb Factory a/k/a The Orb Factory, Ltd. (the “*Debtor*”), with its principal place of business and mailing address at 225 Herring Cove Road, Halifax, Nova Scotia, B3P 1L3, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Waygar Capital Inc., as agent for Ninepoint Canadian Senior Debt Master Fund L.P., with its mailing address at 25 King Street, Suite 1700, Toronto, Ontario M5L 2A1, and its successors and assigns (the “*Lender*”), and grants to the Lender a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Loan Agreement bearing even date herewith between Debtor, the other parties from time to time party thereto and the Lender, as the same may be amended, modified, or restated from time to time (the “*Loan Agreement*”). Except as otherwise defined herein, all capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreement or Loan Agreement, as applicable.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Lender of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Lender on such Intent-to-Use Application as collateral security for the Obligations. When a

Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Lender.


Debtor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in that certain General Security Agreement dated on or around the date hereof between Debtor, the other debtors party thereto from time to time and the Lender, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*"), the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be governed by, and construed in accordance with the laws of the United States and the internal laws of the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

THE ORB FACTORY LIMITED

By 
Name Michael Bianco
Title Director

Accepted and agreed to as of the date and year last above written.

WAYGAR CAPITAL INC., AS AGENT FOR
NINEPOINT CANADIAN SENIOR DEBT MASTER
FUND L.P., as Secured Creditor

By _____
Name _____
Title _____


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

THE ORB FACTORY LIMITED

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

WAYGAR CAPITAL INC., AS AGENT FOR
NINEPOINT CANADIAN SENIOR DEBT MASTER
FUND L.P., as Secured Creditor

By  _____
Name Wayne Ehgoetz
Title President and CEO

**SCHEDULE A
TO
TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

Applicant/Owner	Country	Mark	Reg. No.	Reg. Date
The Orb Factory Limited	US	ARTSI	4552364	June 14, 2017
The Orb Factory Limited	US	BIG PIECES FOR LITTLE FINGERS	4151103	May 29, 2012
The Orb Factory Limited	US	BLINGLETS & Design	3970521	May 31, 2011
The Orb Factory Limited	US	BOINGZZ	5985921	February 11, 2020
(REGISTRANT) JOKER AG/SA AKTIENGESELLSCHAFT (AG) SWITZERLAND INDUSTRIEZONE CH-3210 KERZERS SWITZERLAND (LAST LISTED OWNER) THE ORB FACTORY LIMITED	US	BRAINI PUTTI	5796826	July 9, 2019
The Orb Factory Limited	US	BUBBLEZZ	5588150	October 16, 2018
The Orb Factory Limited	US	BUTTERIFLUFF	5795587	July 2, 2019
The Orb Factory Limited	US	COSTUME CUTIEZ	5552479	August 28, 2018
(REGISTRANT) Curiosity Development, Inc. (LAST LISTED OWNER) THE ORB FACTORY LIMITED	US	CURIOSITY KITS	1868456	December 20, 1994
The Orb Factory Limited	US	ELASTI PLASTI	5448545	April 17,

Applicant/Owner	Country	Mark	Reg. No.	Reg. Date
				2018
The Orb Factory Limited	US	ERASEROOZ	5712396	April 2, 2019
THE ORB FACTORY LTD.	US	FLUFFABLES	5298209	September 26, 2017
The Orb Factory Limited	US	FUZIONFOODZ	5711728	March 26, 2019
THE ORB FACTORY LTD	US	FUZZEEZ	5174486	April 4, 2017
THE ORB FACTORY LTD	US	FUZZEEZ & Design	5174492	April 4, 2017
Orb Factory Ltd	US	GLITTER PETZ & Design	4802845	September 1, 2015
The Orb Factory Limited	US	HYPERSTIX	5692839	March 5, 2019
The Orb Factory Limited	US	IMAGINISTA	4735653	May 12, 2015
The Orb Factory Limited	US	JELLI WORLDZ	5511729	July 10, 2018
The Orb Factory	US	MAGNETIC COLOR CUBES	3195826	January 9, 2007
The Orb Factory	US	MAGNETIC MOSAICS	3195824	January 9, 2007
The Orb Factory	US	MOSAICS BY NUMBERS	3720371	December 1, 2009
The Orb Factory Limited	US	MY FIRST STICKY MOSAICS	4018990	August 30, 2011
The Orb Factory Limited	US	ORB	5706840	March 26, 2019
The Orb Factory Limited	US	ORB & Design (Globe)	5848747	September 3, 2019
The Orb Factory Limited	US	ORB HI-DEF CREATION SYSTEM	5511680	July 10, 2018
The Orb Factory Limited	US	ORB JELLI WORLDZ	5620702	December 4, 2018
The Orb Factory Limited	US	ORB MICRO MOSAICS	5511668	July 10, 2018
The Orb Factory Limited	US	ORB MOCHEEZ	5991925	February 18, 2020

Applicant/Owner	Country	Mark	Reg. No.	Reg. Date
The Orb Factory Limited	US	ORB MOLECULES	5730829	April 23, 2019
The Orb Factory Limited	US	ORB ODDITEEZ	5810234	July 23, 2019
The Orb Factory Limited	US	ORB SLIMI CAFÉ	5808314	July 16, 2019
The Orb Factory Limited	US	ORB SLIMY	5640487	January 1, 2019
The Orb Factory Limited	US	PEEL2REVEAL	5488301	June 5, 2018
The Orb Factory Ltd	US	PIXEL POPS & Design	4976008	June 14, 2016
The Orb Factory, Ltd.	US	PLUSH CRAFT FABRIC BY NUMBER & Design	4388869	August 20, 2013
The Orb Factory Limited	US	PLUSHEEZ	4511573	April 8, 2014
The Orb Factory Limited	US	SCULPT'N SQUISH	5636547	December 25, 2018
THE ORB FACTORY Limited	US	SOFT'N SLO SQUISHIES	5782261	June 18, 2019
THE ORB FACTORY Limited	US	SOFT'N SLO SQUISHIES & Design	5782262	June 18, 2019
The Orb Factory Limited	US	SPARKLEUPS	4043433	October 18, 2011
The Orb Factory Limited	US	SQUISHLINGS	6102484	July 14, 2020
The Orb Factory Limited	US	STICK 'N CLICK	4077919	December 27, 2011
The Orb Factory Limited	US	STICKIPALZ	5802207	July 9, 2019
The Orb Factory Limited	US	STICK'NSTYLE & Design	4078956	January 3, 2012
The Orb Factory Limited	US	STICK'NSTYLE & Design	4517228	April 22, 2014
The Orb Factory	US	STICKY MOSAICS	3182887	December 12, 2006
The Orb Factory Limited	US	STORYCRAFT	4043431	October 18, 2011
The Orb Factory Limited	US	SWELLIHEDZ	5802208	July 9, 2019

Applicant/Owner	Country	Mark	Reg. No.	Reg. Date
The Orb Factory Limited	US	TOOTABLES	5531928	July 31, 2018
The Orb Factory Limited	US	VELVETEEZ	5591924	October 23, 2018
The Orb Factory Limited	US	WRIGGLEBALLZ	5777441	June 11, 2019
The Orb Factory Limited	US	ORB ARCADE – application number	90185655	September 16, 2020 (Filing Date)
The Orb Factory Limited	US	ORB CLOUDPUFFZ – registration number	6176544	October 13, 2020
The Orb Factory Limited	US	MORPHIMALS – registration number	6176027	October 13, 2020
The Orb Factory Limited	US	ORB ORGAN-ICKS – registration number	6175941	October 13, 2020
The Orb Factory Limited	US	ORB FLOWTONIA – application number	88629938	November 17, 2020 (Filing Date)
The Orb Factory Limited	US	GOOOZE – registration number	6170140	October 6, 2020
The Orb Factory Limited	US	PLUSH CRAFT – application number	88380834	April 11, 2019 (Filing Date)
The Orb Factory Limited	US	MAGIPUZZLE – application number	88074006	August 10, 2018 (Filing Date)
THE ORB FACTORY LTD	US	MORPH	5366212	December 26, 2017