

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615784

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FB HOLDINGS, LLC		12/10/2020	Limited Liability Company: ARIZONA

RECEIVING PARTY DATA

Name:	ENTERPRISE BANK & TRUST
Street Address:	3900 East Camelback Road, Suite 180
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85018
Entity Type:	Chartered Trust Company: MISSOURI

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3104051	PUMP IT UP "THE INFLATABLE PARTY ZONE"
Registration Number:	3104062	
Registration Number:	3104073	THE INFLATABLE PARTY ZONE
Registration Number:	3345375	PUMPJAMA PARTY
Registration Number:	3483560	POP-IN PLAYTIME
Registration Number:	3953257	CREATE AND BOUNCE
Registration Number:	4144896	COSMIC BOUNCE
Registration Number:	4411732	FUN BRANDS
Registration Number:	4491118	BOUNCEU
Registration Number:	4491120	BOUNCEU
Registration Number:	4504830	PUMP IT UP
Registration Number:	4730342	SUPPORT IMAGINATION
Registration Number:	4870752	PUMP IT UP
Registration Number:	4870760	WHERE YOUR IMAGINATION COMES TO PLAY
Registration Number:	4877712	FUN BRANDS CAROUSELS
Registration Number:	5141741	PUMP IT UP
Registration Number:	5250377	SENSORY BOUNCE
Registration Number:	5615501	PUMPITUP
Registration Number:	6137000	BEST PARTIES ON THE PLANET BOUNCE U

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6136999	BEST PARTIES ON THE PLANET PUMP IT UP
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>		
Email:	andrew.dupree@quarles.com	
Correspondent Name:	Andrew Dupree	
Address Line 1:	411 East Wisconsin Avenue, Suite 2400	
Address Line 4:	Milwaukee, WISCONSIN 53202	
NAME OF SUBMITTER:	Andrew Dupree	
SIGNATURE:	/Andrew Dupree/	
DATE SIGNED:	12/21/2020	
Total Attachments: 6		
source=Executed TSA - FB Holdings#page1.tif		
source=Executed TSA - FB Holdings#page2.tif		
source=Executed TSA - FB Holdings#page3.tif		
source=Executed TSA - FB Holdings#page4.tif		
source=Executed TSA - FB Holdings#page5.tif		
source=Executed TSA - FB Holdings#page6.tif		

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this “*Agreement*”), dated as of December 10, 2020, is made by FB HOLDINGS, LLC, an Arizona limited liability company (“*Grantor*”), with its principal place of business and mailing address at 668 North 44th Street, Phoenix, Arizona 85008, in favor of ENTERPRISE BANK & TRUST, a Missouri chartered trust company (the “*Bank*” or “*Secured Party*”), with its mailing address at 3900 East Camelback Road, Suite 180, Phoenix, Arizona 85018, and its successors and assigns.

PRELIMINARY STATEMENTS

A. The Borrowers and the Bank are parties to a Main Street Priority Term Credit Agreement of even date herewith (as amended or modified from time to time, the “*Credit Agreement*”), pursuant to which the Bank has agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrowers defined therein.

B. As a condition to the execution and delivery of the Credit Agreement, the Bank has required, among other things, that each of the Grantor, the other Guarantors, and the Borrowers (each a “*Debtor*” and collectively the “*Debtors*”) grant to the Secured Party a lien on and security interest in the personal property of such Debtor.

C. The Debtors and the Secured Party are parties to a Security Agreement of even date herewith (as amended or modified from time to time, the “*Security Agreement*”), pursuant to which each Debtor has granted a lien on and security interest in the personal property of such Debtor as described therein.

D. Capitalized terms used herein without definition are used as defined in the Credit Agreement and Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Bank to enter into the Credit Agreement and to induce the Bank to make extensions of credit to the Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby grants to Secured Party a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the “*Trademark Collateral*”):

(i) all of its trademarks and trademark applications, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and all renewals and extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application; and

(iii) all income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation

any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of the Borrowers as set out in and defined in the Security Agreement.

2. **Terms of Security Agreement Incorporated by Reference.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control.

3. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark applications subject to a security interest hereunder.

4. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Arizona.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed as of the date and year first written above.

FB HOLDINGS, LLC, an Arizona limited liability company

By: 

Name: _____

David C. Tedesco

Title: _____

Chairman

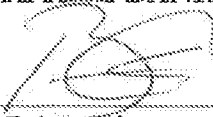
Trademark Security Agreement - FB Holdings, LLC

QB65939903

TRADEMARK
REEL: 007141 FRAME: 0479

Accepted and agreed to as of the date and year first above.

ENTERPRISE BANK & TRUST

By: 
Name: Brian Crisp
Title: Senior Vice President

SCHEDULE A

MARK	APPL. NO.	REG. NO.	FILING DATE/REG. DATE	STATUS
PUMP IT UP "THE INFLATABLE PARTY ZONE" (stylized)	78/669239	3104051	July 13, 2005/June 13, 2006	Registered
Dancing Man Design	78/677137	3104062	July 13, 2005/June 13, 2006	Registered
THE INFLATABLE PARTY ZONE	78/729671	3104073	October 10, 2005/June 13, 2006	Registered
PUMPJAMA PARTY	78/668933	3345375	July 12, 2005/November 27, 2007	Registered
POP-IN PLAYTIME	77/242755	3483560	July 31, 2007/August 12, 2008	Registered
CREATE AND BOUNCE	77/928476	3953257	February 4, 2010/May 3, 2011	Registered
COSMIC BOUNCE	85/058817	4144896	June 9, 2010/May 22, 2012	Registered
FUN BRANDS	85/546415	4411732	February 17, 2012/October 1, 2013	Registered
BOUNCEU	86/021450	4491118	July 26, 2013/March 4, 2014	Registered
BOUNCE U and design	86/021513	4491120	July 26, 2013/March 4, 2014	Registered
PUMP IT UP (stylized)	86/021364	4504830	July 26, 2013/April 1, 2014	Registered
SUPPORT IMAGINATION	86/250313	4730342	April 11, 2014/February 17, 2015	Registered
PUMP IT UP and Design	86/628874	4870752	May 13, 2015/December 15, 2015	Registered

MARK	APPL. NO.	REG. NO.	FILING DATE/REG. DATE	STATUS
WHERE YOUR IMAGINATION COMES TO PLAY	86/629558	4870760	May 14, 2015/December 15, 2015	Registered
FUN BRANDS CAROUSELS and Design	86/645576	4877712	May 29, 2015/December 29, 2015	Registered
PUMP IT UP	87/100552	5141741	July 12, 2016/February 14, 2017	Registered
SENSORY BOUNCE	87/276611	5250377	December 21, 2016/July 25, 2017	Registered
PUMP IT UP (stylized)	87/852329	5615501	March 27, 2018/November 27, 2018	Registered
BEST PARTIES ON THE PLANET BOUNCE U and Design	88/191720	6137000	November 13, 2018/August 25, 2020	Registered
BEST PARTIES ON THE PLANET PUMP IT UP and Design	88/191715	6136999	November 13, 2018/August 25, 2020	Registered