

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM619554

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900585105

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bendon, Inc.		12/11/2020	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	TCW Asset Management Company LLC, as Collateral Agent
<b>Street Address:</b>	1251 Avenue of the Americas, Ste. 4700
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10020
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 38**

Property Type	Number	Word Mark
Registration Number:	4642429	BENDON
Registration Number:	4581871	BENDON
Registration Number:	2732304	BENDON
Registration Number:	2482135	BRIGHT IDEA
Registration Number:	2184874	CREATIVE EDGE
Registration Number:	2233041	DALMATIAN PRESS
Registration Number:	2154532	DALMATIAN PRESS PUPPY PACK
Registration Number:	3304822	GIGGLE & GROW
Registration Number:	2220382	PIGGY TOES PRESS
Registration Number:	2168401	PUPPY PACK
Registration Number:	2045129	TEAR AND SHARE
Registration Number:	5236274	GRAB & GO!
Registration Number:	3628232	IMAGINE BY BENDON
Registration Number:	4322021	IMAGINE INK
Registration Number:	4322020	MAGIC INK
Registration Number:	4273622	RUB & REVEAL
Registration Number:	2430207	
Registration Number:	4307834	WATER SURPRISE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4581872	BENDON
Registration Number:	5997803	GIGGLE + GROW
Registration Number:	5921652	GIGGLE + GROW
Registration Number:	5743335	T.S. SHURE
Registration Number:	5743334	T.S. SHURE
Registration Number:	5743333	T.S. SHURE
Registration Number:	5743332	T.S. SHURE
Registration Number:	3890668	ARCHIQUEST
Registration Number:	3653227	TEENY TINY TRIPLETS
Registration Number:	3641889	DAISY GIRLS
Registration Number:	3595373	ARCHIQUEST
Registration Number:	3441697	PUZBOX
Registration Number:	3883200	MAGIC WAND
Registration Number:	6034450	G+G
Registration Number:	5661131	RUB & REVEAL
Registration Number:	2169985	BIG BEST BOOK
Serial Number:	90126398	T.S. SHURE BY BENDON
Serial Number:	90091376	SCRATCH FANTASTIC!
Serial Number:	90020871	CREATE A FACE
Serial Number:	90020904	CREATE-A-SCENE

#### CORRESPONDENCE DATA

Fax Number: 6175269899

*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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	47245.029
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	01/11/2021

#### Total Attachments: 6

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**SECURITY INTEREST – TRADEMARKS**

December 11, 2020

WHEREAS, BENDON, INC., a Delaware corporation (the “Assignor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into that certain Pledge and Security Agreement, dated December 11, 2020 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of TCW ASSET MANAGEMENT COMPANY LLC, a Delaware limited liability company, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Grantee”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement); provided that, notwithstanding the foregoing, the Collateral shall exclude any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed with the United States Patent and Trademark Office, or if filed, has not been deemed in conformance with applicable requirements of, or examined and accepted, respectively, by, the United States Patent and Trademark Office; provided further that, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Collateral.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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.

*[Signature page follows]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

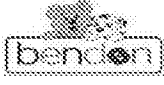
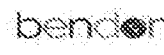


**BENDON, INC.**




By: Chad Basquin  
Name: Chad Basquin  
Title: Chief Financial Officer



[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007241 FRAME: 0173**



SCHEDULE A TO GRANT OF A SECURITY INTEREST

Credit Party	Trademark	Active/Dead	Serial #	Registration #	Owned/Lic
Bendon, Inc.	Bendon Design 	Active	86095446	4642429	Owned
Bendon, Inc.	Bendon Design 	Active	86095499	4581871	Owned
Bendon, Inc.	Bendon Desig 	Active	78159757	2732304	Owned
Bendon, Inc.	Bright Idea 	Active	76080467	2482135	Owned
Bendon, Inc.	Creative Idea	Active	75205277	2184874	Owned
Bendon, Inc.	Dalmatian Press	Active	75977970	2233041	Owned
Bendon, Inc.	Dalmatian Press Puppy Pack	Active	75117327	2154532	Owned
Bendon, Inc.	Giggle & Grow <b>GIGGLE &amp; GROW</b>	Active	78955020	3304822	Owned
Bendon, Inc.	PIGGY TOES PRESS	Active	75389699	2220382	Owned
Bendon, Inc.	Puppy Pack	Active	75179771	2168401	Owned
Bendon, Inc.	Tear and Share	Active	75029374	2045129	Owned
Bendon, Inc.	Grab & Go! <b>GRAB &amp; GO!</b>	Active	87250271	5236274	Owned

Credit Party	Trademark	Active/Dead	Serial #	Registration #	Owned/Lic
Bendon, Inc.	Imagine by Bendon IMAGINE BY BENDON	Active	77408506	3628232	Owned
Bendon, Inc.	Imagine Ink IMAGINE INK	Active	85557819	4322021	Owned
Bendon, Inc.	Magic Ink MAGIC INK	Active	85557786	4322020	Owned
Bendon, Inc.	Rub & Reveal RUB & REVEAL	Active	85557670	4273622	Owned
Bendon, Inc.	Spotted Border Design 	Active	75369564	2430207	Owned
Bendon, Inc.	Water Surprise WATER SURPRISE	Active	85557749	4307834	Owned
Bendon, Inc.	Bendon (word mark) BENDON	Active	86095598	4581872	Owned
Bendon, Inc.	Giggle + Grow stylized 	Active	88006237	5997803	Owned
Bendon, Inc.	Giggle + Grow GIGGLE + GROW	Active	87816745	5921652	Owned
Bendon, Inc.	T.S. Shure T.S. SHURE	Active	87897794	5743335	Owned
Bendon, Inc.	T.S. Shure T.S. SHURE	Active	87897775	5743334	Owned
Bendon, Inc.	T.S. Shure 	Active	87897762	5743333	Owned

Credit Party	Trademark	Active/Dead	Serial #	Registration #	Owned/Lic
Bendon, Inc.	T.S. Shure 	Active	87897753	5743332	Owned
Bendon, Inc.	Archiquest <b>ARCHIQUEST</b>	Active	77635148	3890668	Owned
Bendon, Inc.	Teeny Tiny Triplets Teeny Tiny Triplets	Active	77427002	3653227	Owned
Bendon, Inc.	Daisy Girls <b>DAISY GIRLS</b>	Active	77401729	3641889	Owned
Bendon, Inc.	Archiquest <b>ARCHIQUEST</b>	Active	77102656	3595373	Owned
Bendon, Inc.	Puzbox <b>PUZBOX</b>	Active	77102716	3441697	Owned
Bendon, Inc.	Magic Wand <b>MAGIC WAND</b>	Active	77091458	3883200	Owned
Bendon, Inc.	Giggle and Grow 	Active	88018831	6034450	Owned
Bendon, Inc.	Rub & Reveal <b>RUB &amp; REVEAL</b>	Active	87958756	5661131	Owned
Bendon, Inc.	Create A Face <b>CREATE A FACE</b>	In-Process	Pending	90020871	Owned
Bendon, Inc.	Create A Scene <b>CREATE A SCENE</b>	In-Process	Pending	90020904	Owned



Credit Party	Trademark	Active/Dead	Serial #	Registration #	Owned/Lic
Bendon, Inc.	TS Shure by Bendon 	In-Process	Pending	90126398	Owned
Bendon, Inc.	Scratch Fantastic 	In-Process	Pending	90091376	Owned
Bendon, Inc.	BIG BEST BOOK	Active	75060464	2169985	Owned