

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM696246

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Build-A-Bear Workshop, Inc.		12/17/2021	Corporation: DELAWARE
BUILD-A-BEAR RETAIL MANAGEMENT, Inc.		12/17/2021	Corporation: DELAWARE
BUILD-A-BEAR ENTERTAINMENT, LLC		12/17/2021	Limited Liability Company: MISSOURI
BUILD-A-BEAR WORKSHOP FRANCHISE HOLDINGS, INC.		12/17/2021	Corporation: DELAWARE
BUILD-A-BEAR CARD SERVICES, LLC		12/17/2021	Limited Liability Company: VIRGINIA
BUILD-A-BEAR WORKSHOP CANADA, LTD.		12/17/2021	Limited Partnership: CANADA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, As Agent		
Street Address:	PNC Firstside Center, 500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	90226973	BUILD-A-BEAR'S BE THE BEAR	
Serial Number:	90525917	BE-A-BEAR	
Serial Number:	90526622	BEAR CAVE	
Serial Number:	90534497	HONEY GIRLS BY BUILD-A-BEAR	
Serial Number:	90534507	HONEY GIRLS BY BUILD-A-BEAR	
Serial Number:	90534564	HONEY GIRLS	
Serial Number:	90534569	HONEY GIRLS	
Serial Number:	90534558	HONEY GIRLS	
Serial Number:	90534549	HONEY GIRLS	
Serial Number:	90534543	HONEY GIRLS	

OP \$465.00 90226973

Property Type	Number	Word Mark
Serial Number:	90534529	HONEY GIRLS
Serial Number:	90534534	HONEY GIRLS
Serial Number:	90534515	HONEY GIRLS
Serial Number:	90534523	HONEY GIRLS
Serial Number:	90534576	HONEY GIRLS
Serial Number:	90565039	THE BEAR CAVE
Serial Number:	90587013	MAMA BEAR
Serial Number:	90620316	AUTOMATED TEDDY MACHINE

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1553619

NAME OF SUBMITTER: Janet S. Wamsley

SIGNATURE: /Janet S. Wamsley/

DATE SIGNED: 12/20/2021

Total Attachments: 12

source=Build-A-Bear Trademark#page3.tif

source=Build-A-Bear Trademark#page4.tif

source=Build-A-Bear Trademark#page5.tif

source=Build-A-Bear Trademark#page6.tif

source=Build-A-Bear Trademark#page7.tif

source=Build-A-Bear Trademark#page8.tif

source=Build-A-Bear Trademark#page9.tif

source=Build-A-Bear Trademark#page10.tif

source=Build-A-Bear Trademark#page11.tif

source=Build-A-Bear Trademark#page12.tif

source=Build-A-Bear Trademark#page13.tif

source=Build-A-Bear Trademark#page14.tif

**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of December 17, 2021 by and among Build-A-Bear Workshop, Inc., a Delaware corporation (the "Borrowing Agent"), the other Persons identified as Grantors on the signature pages hereof (together with Borrowing Agent and each other Person that becomes a Grantor after the date hereof, individually, as a "Grantor" and, collectively, as the "Grantors"), and PNC Bank, National Association, as agent (in such capacity, the "Agent") for its own benefit and the benefit of the other Secured Parties (as defined in the Credit Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, reference is made to that certain Revolving Credit and Security Agreement, dated as of August 25, 2020 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), by, among others, Grantors, the Lenders party thereto from time to time, and the Agent; and

WHEREAS, reference is further made to that certain Intellectual Property Security Agreement, dated as of August 25, 2020 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "IP Security Agreement"), by and among the Grantors and the Agent, pursuant to which, among other things, the Grantors granted to the Agent, for the ratable benefit of the Secured Parties, a continuing security interest and to the IP Collateral (as defined therein); and

WHEREAS, the Grantors have advised the Agent that certain of the Grantors have acquired additional IP Collateral;

WHEREAS, the Grantors and the Agent now wish to amend, modify and supplement the IP Security Agreement, as more particularly set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Security Agreement or the Credit Agreement (as applicable).
2. Amendments to Exhibits.
 - (a) **EXHIBIT A** to the IP Security Agreement is hereby supplemented (but not, for the avoidance of doubt, replaced) by **EXHIBIT A-1** attached hereto.
 - (b) **EXHIBIT B** to the IP Security Agreement is hereby supplemented (but not, for the avoidance of doubt, replaced) by **EXHIBIT B-1** attached hereto.


- (c) **EXHIBIT C** to the IP Security Agreement is hereby supplemented (but not, for the avoidance of doubt, replaced) by **EXHIBIT C-1** attached hereto.
- (d) **EXHIBIT D** to the IP Security Agreement is hereby supplemented (but not, for the avoidance of doubt, replaced) by **EXHIBIT D-1** attached hereto.
3. Effect on IP Security Agreement. Except as specifically provided herein, all of the terms and conditions of the IP Security Agreement shall remain in full force and effect. Each Grantor hereby ratifies, confirms, and reaffirms its (x) grant of security interest in and to all IP Collateral (including the IP Collateral described on **Exhibits A-1, B-1, C-1 and D-1** attached hereto), and (y) all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, each Grantor hereby acknowledges, confirms and agrees that all IP Collateral (including the IP Collateral described on **Exhibits A-1, B-1, C-1 and D-1** attached hereto) shall continue to secure the Secured Obligations. Each Grantor further acknowledges and agrees that such Grantor does not have any knowledge of any offsets, defenses, or counterclaims against the Agent or any other Secured Party.
4. Counterparts. This Amendment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.
5. Governing Law. This Amendment, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law, or otherwise) shall be governed by and construed in accordance with the laws of the State of New York, without regard to rules or principles relative to conflicts of laws, but including Section 5-1401 of the New York Obligations Law.

[signature pages follow]

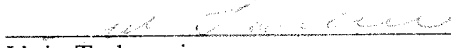
IN WITNESS WHEREOF, the Grantors and the Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:


BUILD-A-BEAR WORKSHOP, INC.

By: 
Name: Voin Todorovic
Title: Chief Financial Officer

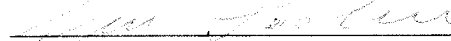
BUILD-A-BEAR RETAIL MANAGEMENT, INC.

By: 
Name: Voin Todorovic
Title: Chief Financial Officer


BUILD-A-BEAR ENTERTAINMENT, LLC

By: 
Name: Voin Todorovic
Title: Chief Financial Officer

BUILD-A-BEAR WORKSHOP FRANCHISE
HOLDINGS, INC.

By: 
Name: Voin Todorovic
Title: Chief Financial Officer

BUILD-A-BEAR CARD SERVICES, LLC

By: 
Name: Voin Todorovic
Title: Chief Financial Officer

BUILD-A-BEAR WORKSHOP CANADA, LTD.

By: 

Name: Voin Todorovic

Title: Chief Financial Officer

AGENT:

PNC BANK, NATIONAL ASSOCIATION

By: 

Name: Ryan Mengel

Title: Vice President

EXHIBIT A-1

Supplemental List of United States and Canadian Copyrights and Copyright Licenses

Copyright Registrations and Applications

UNITED STATES COPYRIGHTS

Registrations:

Company	Registration No.	Registration Date	Title
Build-A-Bear Retail Management, Inc.	VA0002235303	Nov. 10, 2020	CUB CONDO CARRIER
Build-A-Bear Entertainment, LLC	PAu004071706	Feb. 11, 2021	THE HONEY GIRLS

Copyright Licenses

None.

EXHIBIT B-1

Supplemental List of United States and Canadian Patents and Patent Licenses

Patent Registrations and Applications

UNITED STATES PATENTS

Registrations:

None.

CANADIAN PATENTS

Registrations:

None.

Patent Licenses

None.

EXHIBIT C-1

Supplemental List of United States and Canadian Trademarks and Trademark Licenses

Trademark Registrations and Applications

UNITED STATES TRADEMARKS

Registrations:

None.

Applications:

Company	Application No.	Application Date	Trademark
Build-A-Bear Retail Management, Inc.	90226973	Sep. 30, 2020	BUILD-A-BEAR'S BE THE BEAR
Build-A-Bear Retail Management, Inc.	90525917	Feb. 11, 2021	BE-A-BEAR
Build-A-Bear Retail Management, Inc.	90526622	Feb. 12, 2021	BEAR CAVE
Build-A-Bear Retail Management, Inc.	90534497	Feb. 18, 2021	HONEY GIRLS BY BUILD-A-BEAR
Build-A-Bear Retail Management, Inc.	90534507	Feb. 18, 2021	HONEY GIRLS BY BUILD-A-BEAR
Build-A-Bear Retail Management, Inc.	90534564	Feb. 18, 2021	HONEY GIRLS
Build-A-Bear Retail Management, Inc.	90534569	Feb. 18, 2021	HONEY GIRLS
Build-A-Bear Retail Management, Inc.	90534558	Feb. 18, 2021	HONEY GIRLS
Build-A-Bear Retail Management, Inc.	90534549	Feb. 18, 2021	HONEY GIRLS
Build-A-Bear Retail Management, Inc.	90534543	Feb. 18, 2021	HONEY GIRLS
Build-A-Bear Retail Management, Inc.	90534529	Feb. 18, 2021	HONEY GIRLS

Company	Application No.	Application Date	Trademark
Build-A-Bear Retail Management, Inc.	90534534	Feb. 18, 2021	HONEY GIRLS
Build-A-Bear Retail Management, Inc.	90534515	Feb. 18, 2021	HONEY GIRLS
Build-A-Bear Retail Management, Inc.	90534523	Feb. 18, 2021	HONEY GIRLS
Build-A-Bear Retail Management, Inc.	90534576	Feb. 18, 2021	HONEY GIRLS
Build-A-Bear Retail Management, Inc.	90565039	Mar. 8, 2021	THE BEAR CAVE
Build-A-Bear Retail Management, Inc.	90587013	Mar. 18, 2021	MAMA BEAR
Build-A-Bear Retail Management, Inc.	90620316	Apr. 2, 2021	AUTOMATED TEDDY MACHINE

CANADIAN TRADEMARKS

Registrations:

None.

Applications:

Company	Application No.	Application Date	Trademark
Build-A-Bear Retail Management, Inc.	2126330	Aug. 11, 2021	BE-A-BEAR
Build-A-Bear Retail Management, Inc.	2084873	Feb. 16, 2021	BEAR CAVE
Build-A-Bear Retail Management, Inc.	2085181	Feb. 17, 2021	HONEY GIRLS BY BUILD-A-BEAR
Build-A-Bear Retail Management, Inc.	2085183	Feb. 17, 2021	HONEY GIRLS BY BUILD-A-BEAR
Build-A-Bear Retail Management, Inc.	2085178	Feb. 17, 2021	HONEY GIRLS
Build-A-Bear Retail Management, Inc.	2085182	Feb. 17, 2021	HONEY GIRLS
Build-A-Bear Retail Management, Inc.	2085175	Feb. 17, 2021	HONEY GIRLS
Build-A-Bear Retail Management, Inc.	2085174	Feb. 17, 2021	HONEY GIRLS
Build-A-Bear Retail Management, Inc.	2085180	Feb. 17, 2021	HONEY GIRLS
Build-A-Bear Retail Management, Inc.	2085172	Feb. 17, 2021	HONEY GIRLS
Build-A-Bear Retail Management, Inc.	2085179	Feb. 17, 2021	HONEY GIRLS
Build-A-Bear Retail Management, Inc.	2085177	Feb. 17, 2021	HONEY GIRLS
Build-A-Bear Retail Management, Inc.	2085176	Feb. 17, 2021	HONEY GIRLS
Build-A-Bear Retail Management, Inc.	2085173	Feb. 17, 2021	HONEY GIRLS

Trademark Licenses

None.

EXHIBIT D-1

Supplemental List of Canadian Industrial Designs and Industrial Design Licenses

Industrial Design Registrations and Applications

None.

Industrial Design Licenses

None.

2851848.4