

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S & S Worldwide, Inc.		05/04/2022	Corporation: CONNECTICUT
Steps To Literacy, LLC		05/04/2022	Limited Liability Company: NEW JERSEY
Hyco, Inc.		05/04/2022	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Enhanced Capital Connecticut Fund VI, LLC		
Street Address:	300 Main Street, 7th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Limited Liability Company: CONNECTICUT		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	1853714	ALLEN DIAGNOSTIC MODULE	
Registration Number:	1613355	ADAPT ABILITY	
Registration Number:	1752690	EDUCRAFT	
Registration Number:	1559144	GATOR SKIN	
Registration Number:	2919435	GEE-PERZ!	
Registration Number:	1720456	GLORY MOUNTAIN	
Registration Number:	2750181	LIQUID IMAGINATION	
Registration Number:	2448245	PRIMELIFE	
Registration Number:	1407662	S & S	
Registration Number:	5831255	S&S	
Registration Number:	2103072	S&S HEALTHCARE	
Registration Number:	2827064	SALLY	
Registration Number:	3746323	SSWW	
Registration Number:	2950911	SUPER FOAM	
Registration Number:	3824680	TOSS 'N TALK-ABOUT	
Registration Number:	0732119	WORLD WIDE GAMES	
Registration Number:	1729562	WORLD WIDE GAMES	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	4707390	STEPS TO LITERACY
Registration Number:	4063010	INNOVATIVE TOOLS FOR TRAVELING THE ROADT
Registration Number:	4008684	MATH GOODIES

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.

Email: jennifer.rezac@stinson.com

Correspondent Name: Joel D. Leviton

Address Line 1: 50 South Sixth Street, Suite 2600

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 2070834.0053

NAME OF SUBMITTER: Joel D. Leviton

SIGNATURE: /Joel D. Leviton/

DATE SIGNED: 05/24/2022

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of ~~April 11~~ ^{April 6}, 2022 by S&S WORLDWIDE, INC., a Connecticut corporation ("Parent"), STEPS TO LITERACY, L.L.C., a New Jersey limited liability company ("Steps to Literacy"), HYCO, INC., a Connecticut corporation ("Hyco"), and ADAMCO, INC., a Connecticut corporation ("Adamco"; and together with Parent, Steps to Literacy, Hyco, and any other Person who from time to time becomes a Borrower under the Loan Agreement, collectively, the "Grantors" and each individually, a "Grantor") in favor of ENHANCED CAPITAL CONNECTICUT FUND VI, LLC, a Connecticut limited liability company, as Collateral Agent for the Secured Lenders (in such capacity and together with its successors and assigns, "Lender"):

WITNESSETH

WHEREAS, each Grantor, certain Grantors' affiliates, ENHANCED CAPITAL CONNECTICUT FUND VI, LLC, a Connecticut limited liability company ("Enhanced"), CONNECTICUT INNOVATIONS, INCORPORATED ("CII") and the individuals identified on Appendix A thereto ("Individual Lenders") and collectively with CII and Enhanced, the "Secured Lenders") are parties to a certain Amended and Restated Loan and Security Agreement dated April 6, 2022 (as the same now exists and may be amended, modified and replaced from time to time the "Loan Agreement") providing for the extensions of credit to be made to Guarantors by Secured Lenders; and

WHEREAS, each Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender a continuing security interest in such Grantor's entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future

(a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor as of the date hereof.

4. Right to Bring Suit. Each Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF CONNECTICUT APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. FURTHER, THE LAW OF THE STATE OF CONNECTICUT SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

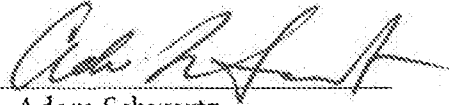
6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE AND FEDERAL COURTS OF THE STATE OF CONNECTICUT, AND THE UNDERSIGNED HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AGREES TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.1 of the Loan Agreement.

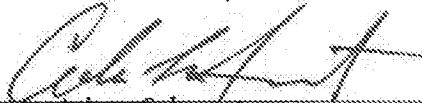
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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

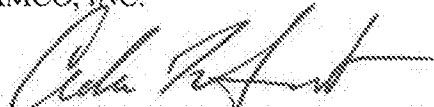
S&S WORLDWIDE, INC.

By: 
Name: Adam Schwartz
Title: Co-President

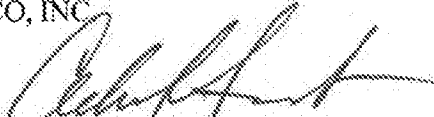
STEPS TO LITERACY, L.L.C.

By: 
Name: Adam Schwartz
Title: Manager

ADAMCO, INC.

By: 
Name: Adam Schwartz
Title: Co-President

HYCO, INC.

By: 
Name: Adam Schwartz
Title: Co-President

Agreed and Accepted:

ENHANCED CAPITAL CONNECTICUT
FUND VI, LLC

By: 
Name: Mark Slusar
Title: Managing Director