

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOLIDROOTS, LLC		06/08/2022	Limited Liability Company: OKLAHOMA
RECEIVING PARTY DATA			
Name:	SPIN MASTER, INC.		
Street Address:	#10053, 300 International Drive, Suite 100		
City:	Williamsville		
State/Country:	NEW YORK		
Postal Code:	14221		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	97366269	MA'S DEEP SHINOLA	
Serial Number:	97366250	MOMO'S SHANGHAI RUMMY	
Serial Number:	97366184	SOLIDROOTS	
Serial Number:	90037777	HANG UP + HANG OUT	
Serial Number:	88659995	MIND THE GAP	
Serial Number:	88363349	WHITE ELEPHANT PARTY KIT	
Serial Number:	88363270	YANKEE SWAP PARTY KIT	
Serial Number:	87726435	SOLIDROOTS	
Serial Number:	87209381	DIRTY SANTA	
CORRESPONDENCE DATA			
Fax Number:	8585094010		
<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>			
Phone:	858-509-4071		
Email:	docket_ip@pillsburylaw.com, michelle.mehok@pillsburylaw.com, sandra.edge@pillsburylaw.com		
Correspondent Name:	MICHELLE L. MEHOK		
Address Line 1:	11682 El Camino Real, Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92130		

CH \$240.00 97366269

NAME OF SUBMITTER:	Michelle Mehok
SIGNATURE:	/michelle mehok/
DATE SIGNED:	06/09/2022
Total Attachments: 8 source=047767-11_Spin_Master-SolidRoots-Intellectual_Property_Security_Agreement#page1.tif source=047767-11_Spin_Master-SolidRoots-Intellectual_Property_Security_Agreement#page2.tif source=047767-11_Spin_Master-SolidRoots-Intellectual_Property_Security_Agreement#page3.tif source=047767-11_Spin_Master-SolidRoots-Intellectual_Property_Security_Agreement#page4.tif source=047767-11_Spin_Master-SolidRoots-Intellectual_Property_Security_Agreement#page5.tif source=047767-11_Spin_Master-SolidRoots-Intellectual_Property_Security_Agreement#page6.tif source=047767-11_Spin_Master-SolidRoots-Intellectual_Property_Security_Agreement#page7.tif source=047767-11_Spin_Master-SolidRoots-Intellectual_Property_Security_Agreement#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of June 8, 2022 (this “**Intellectual Property Security Agreement**”) between **SOLIDROOTS, LLC**, an Oklahoma limited liability company (“**Grantor**”), and **SPIN MASTER, INC.**, a Delaware corporation (“**Secured Party**”).

PRELIMINARY STATEMENT

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between Grantor and Secured Party (the “**Loan and Security Agreement**”), Grantor has agreed to grant to Secured Party a first priority perfected lien and security interest in the Collateral, including Trademarks and other Intellectual Property; and

WHEREAS, pursuant to the Loan and Security Agreement, Grantor is required to execute and deliver to the Secured Party this Intellectual Property Security Agreement.

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement.

2. **GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.** Grantor hereby grants to Secured Party a continuing first-priority lien and security interest (subject to Permitted Liens) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Intellectual Property Collateral**”):

- (a) its Copyrights and Patents;
- (b) its Trademark set forth in Schedule I hereto;
- (c) any and all trade secrets and trade secret rights, including any rights to unpatented inventions, know-how and operating manuals;
- (d) any and all source code;
- (e) any and all design rights which may be available to Grantor;
- (f) any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified above;
- (g) all goodwill of the business of Grantor associated with any of the foregoing; and
- (h) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.

3. **SECURITY FOR SECURED OBLIGATIONS.** The grant of a lien and security interest in the Intellectual Property Collateral by Grantor pursuant to this Intellectual Property Security Agreement secures prompt payment to the Secured Party of the Obligations. This Intellectual Property Security Agreement and the lien and security interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Intellectual Property Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to the Secured Party, whether or not they are unenforceable or not allowable due to the existence of a proceeding commenced by or against Grantor under any provision of the United States Bankruptcy Code (or under any other applicable foreign bankruptcy, insolvency, receivership or similar law) or under any other state or federal bankruptcy or insolvency law,

assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

4. **LOAN AND SECURITY AGREEMENT.** The lien and security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the lien and security interests granted to Secured Party pursuant to the Loan and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the lien and security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Intellectual Property Security Agreement and the Loan and Security Agreement, the Loan and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** Grantor hereby authorizes Secured Party to modify this Intellectual Property Security Agreement by amending Schedule I to include any new trademark rights of Grantor in accordance with the provisions of the Loan and Security Agreement. Notwithstanding the foregoing, no failure to so modify this Intellectual Property Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **LIMITATION BY LAW; SEVERABILITY OF PROVISIONS.** All rights, remedies and powers provided in this Intellectual Property Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of Law, and all the provisions of this Intellectual Property Security Agreement are intended to be subject to all applicable mandatory provisions of Law that may be controlling and to be limited to the extent necessary so that they shall not render this Intellectual Property Security Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. The illegality or unenforceability of any provision of this Intellectual Property Security Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Intellectual Property Security Agreement or any instrument or agreement required hereunder.

7. **SUCCESSORS AND ASSIGNS.**

(a) This Intellectual Property Security Agreement binds and is for the benefit of the successors and permitted assigns of each party. However, Grantor may not assign, novate or otherwise transfer this Intellectual Property Security Agreement or any rights or obligations under it without Secured Party's prior written consent (which may be granted or withheld in Secured Party's sole discretion), and any purported assignment, novation or other transfer by Grantor without such consent shall be null and void.

(b) Secured Party has the right, without the consent of or notice to Grantor, to sell, transfer, assign, negotiate, or grant participations in all or any part of, or any interest in, Secured Party's obligations, rights and benefits under this Intellectual Property Security Agreement. In addition, Secured Party may file such UCC-3 assignments and amendments as Secured Party considers appropriate.

8. **CAPTIONS.** The headings used in this Intellectual Property Security Agreement are for convenience only and shall not affect the interpretation of this Intellectual Property Security Agreement.

9. **COUNTERPARTS.** This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement. Any party may execute and deliver this Intellectual Property Security Agreement by signing any such counterpart. The words "execution," "signed," "signature" and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable Law, including any state Law based on the Uniform Electronic Transactions Act.

10. **AMENDMENTS.** Notwithstanding Section 5 to this Intellectual Property Security Agreement, no purported amendment or modification of this Intellectual Property Security Agreement, or waiver, discharge or termination of any obligation under this Intellectual Property Security Agreement, shall be enforceable or admissible

unless, and only to the extent, expressly stated in a writing signed by the party against which enforcement or admission is sought. Without limiting the generality of the foregoing, no oral promise or statement, nor any action, inaction, delay, failure to require performance or course of conduct shall operate as, or evidence, an amendment, supplement or waiver or have any other effect on this Intellectual Property Security Agreement. Any waiver granted shall be limited to the specific circumstance expressly described in it, and shall not apply to any subsequent or other circumstance, whether similar or dissimilar, or give rise to, or evidence, any obligation or commitment to grant any further waiver.


11. GOVERNING LAW. This Intellectual Property Security Agreement and (unless expressly stated otherwise therein) and the transactions contemplated hereby and thereby, and the rights and obligations of the parties hereto and thereto, shall be governed by and construed in accordance with the law of the State of New York, without reference to any conflicts of law or choice of law rules that would result in the application of the law of any other jurisdiction except to the extent that local law governs the creation, perfection, priority or enforcement of security interests.

[signature page(s) follow]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

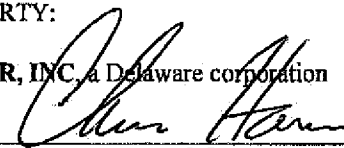
GRANTOR:

SOLIDROOTS, LLC, an Oklahoma limited liability company

By: 
Name: Jennifer Armstrong
Title: CEO

SECURED PARTY:

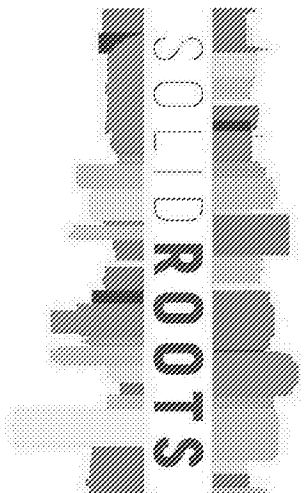
SPIN MASTER, INC., a Delaware corporation

By: 
Name: CHRIS HARRE
Title: Director

[Signature Page to Intellectual Property Security Agreement (Spin Master, Inc. – SOLIDROOTS, LLC)]


Schedule 1 – Trademarks

(Attached)



**Trademarks at the US Patent and Trademark Office as
of May 14, 2022 - Applications and Registrations**

Serial Number	Reg. Number	Word Mark	Check Status by clicking on link	International Class(es) & Good(s) / Service(s)	Status / Comments
97366291		LAUNCH PARTY	TSDR	IC 028. Board games; board games where entrepreneurs pitch to investors	Intent to use application filed on April 15, 2022. Awaiting examination.
97366279		SOLIDROOTS HINKY PINKY	TSDR	IC 028. Card games	Intent to use application filed on April 15, 2022. Awaiting examination.
97366269		MA'S DEEP SHINOLA	TSDR	IC 028. Card games; FIRST USE: 20200701. FIRST USE IN COMMERCE: 20210501	Use in commerce application filed on April 15, 2022. Awaiting examination.
97366250		MOMOS SHANGHAI RUMMY	TSDR	IC 028. Card games; FIRST USE: 19821101. FIRST USE IN COMMERCE: 20190501	Use in commerce application filed on April 15, 2022. Awaiting examination.
97366184		SOLIDROOTS	TSDR	IC 028. Board games; card games; party games; trivia games; toy boxes; FIRST USE: 20170900.	Use in commerce application filed on April 15, 2022. Awaiting examination.

				FIRST USE IN COMMERCE: 20180700		
6	<u>90037777</u>	<u>6472463</u>	<u>HANG UP + HANG OUT</u>	<u>TSDR</u>	IC 020. Wood boxes; Decorative boxes made of wood; Wooden boxes with a locked storage area for personal items; Non-metal storage boxes for general use. FIRST USE: 20200106. FIRST USE IN COMMERCE: 20210118	Mark is registered. Must be renewed between the 5 th and 6 th years after registration date, between the 9 th and 10 th years after registration date, and every 10 years thereafter.
7	<u>88659995</u>	<u>6212551</u>	<u>MIND THE GAP</u>	<u>TSDR</u>	IC 028. Trivia game relation to the generation gap played with cards and game components. FIRST USE: 20200601. FIRST USE IN COMMERCE: 20200701	Mark is registered. Must be renewed between the 5 th and 6 th years after registration date, between the 9 th and 10 th years after registration date, and every 10 years thereafter.
8	<u>88363349</u>	<u>5823790</u>	<u>WHITE ELEPHANT PARTY KIT</u> <u>WHITE ELEPHANT</u> <small>BOARD GAME</small>	<u>TSDR</u>	IC 028. Novelty board games; Equipment set sold as a unit for playing a novelty board game with different variations of play, comprised primarily of a playing board, playing cards, playing pieces and also including rules of play. FIRST USE: 20170900. FIRST USE IN COMMERCE: 20180600	Logo mark is registered. Must be renewed between the 5 th and 6 th years after registration date, between the 9 th and 10 th years after registration date, and every 10 years thereafter.
9	<u>88363270</u>	<u>5823789</u>	<u>YANKEE SWAP PARTY KIT</u> 	<u>TSDR</u>	IC 028. Novelty board games; Equipment set sold as a unit for playing a novelty board game with different variations of play, comprised primarily of a playing board, playing cards, playing pieces and also including rules of play. FIRST USE: 20170900. FIRST USE IN COMMERCE: 20180600	Logo mark is registered. Must be renewed between the 5 th and 6 th years after registration date, between the 9 th and 10 th years after registration date, and every 10 years thereafter.
10	<u>87726435</u>	<u>5577332</u>	<u>SOLDRROOTS</u>	<u>TSDR</u>	IC 035. On-line wholesale and retail store services featuring party games. FIRST USE: 20170900. FIRST USE IN COMMERCE: 20180700	Logo mark is registered. Must be renewed between the 5 th and 6 th years after registration date, between the 9 th and 10 th

						Years after registration date, and every 10 years thereafter.
11	<u>87209281</u>	<u>5629633</u>	<u>DIRTY SANTA</u>	<u>TSDR</u>	IC 028, US 022 023 038 050, G & S: Party games, FIRST USE: 20170900, FIRST USE IN COMMERCE: 20180600	Mark is registered. Must be renewed between the 5 th and 6 th years after registration date, between the 9 th and 10 th years after registration date, and every 10 years thereafter.

Please contact Stephanie Pottick @ stephanie@potticklaw.com with any questions.

Thank you.