

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM755717

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MATTEL, INC.		09/15/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Administrative Agent		
Street Address:	101 N. Tryon Street		
Internal Address:	5th Floor, Mail Code NC1-001-05-45		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 93			
Property Type	Number	Word Mark	
Registration Number:	879848		
Registration Number:	2080563		
Registration Number:	2051371		
Registration Number:	5261872	BEATBO	
Registration Number:	5162500	BEATBOWWOW	
Registration Number:	5006099	BRIGHT BEATS	
Registration Number:	5006057	BRIGHT BEATS	
Registration Number:	3469529	CHATTER TELEPHONE	
Registration Number:	5037241	CODE-A-PILLAR	
Registration Number:	4791738	COMFORT CURVE	
Registration Number:	3010134	CORN POPPER	
Registration Number:	5237778	DANCE & MOVE BEATBELLE	
Registration Number:	5007308	DANCE & MOVE BEATBO	
Registration Number:	3551775	DOODLE PRO	
Registration Number:	3279454	FISHER-PRICE	
Registration Number:	832452	FISHER-PRICE	
Registration Number:	1673160	FISHER-PRICE	
Registration Number:	1995342	FISHER-PRICE	

OP \$2340.00 879848

Property Type	Number	Word Mark
Registration Number:	1967038	FISHER-PRICE
Registration Number:	4254443	FISHER-PRICE
Registration Number:	4115688	FISHER-PRICE
Registration Number:	4115687	FISHER-PRICE
Registration Number:	4545090	FISHER-PRICE
Registration Number:	4515457	FISHER-PRICE
Registration Number:	4516053	FISHER-PRICE
Registration Number:	5222803	FISHER-PRICE
Registration Number:	5172366	FISHER-PRICE
Registration Number:	2009575	FISHER-PRICE
Registration Number:	2046474	FISHER-PRICE
Registration Number:	1653521	FISHER-PRICE
Registration Number:	1521122	FISHER-PRICE FP
Registration Number:	1037920	FP FISHER PRICE TOYS
Registration Number:	5192558	FRANKY BEATS
Registration Number:	4957181	GEO MEADOW
Registration Number:	779395	
Registration Number:	3648811	GRACE
Registration Number:	1966714	GROW TO PRO
Registration Number:	3264566	GROW TO PRO
Registration Number:	2833067	IMAGINEXT
Registration Number:	4421730	JUMPEROO
Registration Number:	5251404	LAUGH & LEARN
Registration Number:	4231837	LAUGH & LEARN
Registration Number:	5251405	LAUGH & LEARN
Registration Number:	4573860	LEARNING VACUUM
Registration Number:	4750842	LITTLE PEOPLE
Registration Number:	3138265	LITTLE PEOPLE
Registration Number:	1521098	LITTLE PEOPLE
Registration Number:	3098951	LITTLE PEOPLE
Registration Number:	3330337	LITTLE PEOPLE
Registration Number:	954973	LITTLE PEOPLE
Registration Number:	5001637	LOVING FAMILY
Registration Number:	4105680	MY LITTLE SNUGABUNNY
Registration Number:	4105679	MY LITTLE SNUGABUNNY
Registration Number:	3456063	PEEK A BLOCKS
Registration Number:	5008861	PINK ELLIPSE
Registration Number:	3477196	PLAYGATE

Property Type	Number	Word Mark
Registration Number:	1374017	POWER WHEELS
Registration Number:	1671657	POWER WHEELS
Registration Number:	2043428	POWER WHEELS BY FISHER-PRICE
Registration Number:	1388400	POWER-LOCK
Registration Number:	4905824	RAIL ROLLERS
Registration Number:	2702818	RESCUE HEROES
Registration Number:	2707678	RESCUE HEROES
Registration Number:	774024	ROCK-A-STACK
Registration Number:	2122290	SEE 'N SAY
Registration Number:	862679	SEE 'N SAY
Registration Number:	5050989	SHAPE-IMALS
Registration Number:	3408165	SMART CYCLE
Registration Number:	3408166	SMART CYCLE
Registration Number:	4642372	SMART STAGES
Registration Number:	838294	SNAP-LOCK
Registration Number:	4937974	SPINNYOS
Registration Number:	5325399	TEACH 'N TAG MOVI
Registration Number:	2114307	THE FARMER SAYS
Registration Number:	4899375	THE ONLY WAY TO RIDE
Registration Number:	3703573	VIEW-MASTER
Registration Number:	3138300	VIEW-MASTER
Registration Number:	5602880	BLONKERS
Registration Number:	5466061	BOOMERANG
Registration Number:	5347506	CHEATIN' MORPHER
Registration Number:	5487898	IMAGINE WHAT'S NEXT!
Registration Number:	5763877	POWER WHEELS
Registration Number:	5670806	PW
Registration Number:	5551629	ROCKTOPUS
Registration Number:	5371845	SMART DRIVE
Registration Number:	5404782	SMART DRIVE
Registration Number:	5593614	TAKE TURNS SKYWAY
Registration Number:	5531090	THINK & LEARN
Registration Number:	5571458	TINY GARDEN
Registration Number:	5602878	TIZZY TONGUES
Registration Number:	5527937	
Registration Number:	5527936	
Registration Number:	5571457	GOBABYGO!

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:	1786689
NAME OF SUBMITTER:	Jenny Lim
SIGNATURE:	/Jenny Lim/
DATE SIGNED:	09/16/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of September 15, 2022, by and among MATTEL, INC. (the “Grantor”), and BANK OF AMERICA, N.A., in its capacity as Administrative Agent for the Secured Parties (in such capacity, the “Administrative Agent”; as further defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Revolving Credit Agreement dated as of September 15, 2022 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among MATTEL, INC., a Delaware corporation (the “Borrower”), the Lenders party thereto from time to time, BANK OF AMERICA, N.A., as Administrative Agent, the Lenders have provided to the Borrower a revolving credit facility;

WHEREAS, the Grantor is a party to a Security Agreement, dated as of September 15, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to maintain the Credit Agreement (as defined in the Security Agreement), the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement or the Credit Agreement and used herein have the meaning given to them in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all Secured Obligations (subject to the limitations set forth in the last paragraph of Article II of the Security Agreement), a security interest in all of its right, title and interest in, to and under all of the following property of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks referred to on Schedule I hereto;
- (b) all renewals of the foregoing; and
- (c) all goodwill associated with the foregoing, but excluding any intent-to-use trademark applications prior to the filing of a “Statement of Use” with respect thereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the

Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts (including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), each of which when so executed and delivered shall be an original, but all of which shall, taken together, constitute one and the same instrument.

SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Recordation. The Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Trademark Security Agreement.

[signature pages follow]

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

MATTEL, INC.

By: 

Name: Mandana Sadigh


Title: Senior Vice President & Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007848 FRAME: 0437

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name:

Title:

Mary Lawrence

AVP; Agency Management Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007848 FRAME: 0438

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

UNITED STATES TRADEMARKS:

Applications: None

Registrations:

OWNER	TRADEMARK	REG. NO.	REG. DATE
MATTEL, INC.	AWNING DESIGN (1st Version)	879,848	11/4/1969
MATTEL, INC.	AWNING DESIGN (7th Version)	2,080,563	7/22/1997
MATTEL, INC.	AWNING DESIGN (7th Version)	2,051,371	4/8/1997
MATTEL, INC.	BEATBO	5,261,872	8/8/2017
MATTEL, INC.	BEATBOWWOW	5,162,500	3/14/2017
MATTEL, INC.	BRIGHT BEATS	5,006,099	7/26/2016
MATTEL, INC.	BRIGHT BEATS Logo	5,006,057	7/26/2016
MATTEL, INC.	CHATTER TELEPHONE	3,469,529	7/15/2008
MATTEL, INC.	CODE-A-PILLAR	5,037,241	9/6/2016
MATTEL, INC.	COMFORT CURVE	4,791,738	8/11/2015
MATTEL, INC.	CORN POPPER	3,010,134	11/1/2005
MATTEL, INC.	DANCE & MOVE BEATBELLE	5,237,778	7/4/2017
MATTEL, INC.	DANCE & MOVE BEATBO	5,007,308	7/26/2016
MATTEL, INC.	DOODLE PRO	3,551,775	12/23/2008
MATTEL, INC.	FISHER-PRICE	3,279,454	8/14/2007
MATTEL, INC.	FISHER-PRICE	832,452	7/25/1967
MATTEL, INC.	FISHER-PRICE	1,673,160	1/28/1992
MATTEL, INC.	FISHER-PRICE	1,995,342	8/20/1996
MATTEL, INC.	FISHER-PRICE	1,967,038	4/9/1996
MATTEL, INC.	FISHER-PRICE	4,254,443	12/4/2012
MATTEL, INC.	FISHER-PRICE	4,115,688	3/20/2012
MATTEL, INC.	FISHER-PRICE	4,115,687	3/20/2012
MATTEL, INC.	FISHER-PRICE	4,545,090	6/3/2014
MATTEL, INC.	FISHER-PRICE	4,515,457	4/15/2014
MATTEL, INC.	FISHER-PRICE	4,516,053	4/15/2014
MATTEL, INC.	FISHER-PRICE	5,222,803	6/13/2017
MATTEL, INC.	FISHER-PRICE	5,172,366	3/28/2017

OWNER	TRADEMARK	REG. NO.	REG. DATE
MATTEL, INC.	FISHER-PRICE and Awning Design (7th Version)	2,009,575	10/22/1996
MATTEL, INC.	FISHER-PRICE and Awning Design (7th Version)	2,046,474	3/18/1997
MATTEL, INC.	FISHER-PRICE Stylized	1,653,521	8/13/1991
MATTEL, INC.	FISHER-PRICE FP in Package Design	1,521,122	1/17/1989
MATTEL, INC.	FP FISHER-PRICE TOYS in Package Design	1,037,920	4/13/1976
MATTEL, INC.	FRANKY BEATS	5,192,558	4/25/2017
MATTEL, INC.	GEO MEADOW	4,957,181	5/10/2016
MATTEL, INC.	Gift Card Skeleton Design	779,395	11/3/1964
MATTEL, INC.	GRACE	3,648,811	6/30/2009
MATTEL, INC.	GROW TO PRO	1,966,714	4/9/1996
MATTEL, INC.	GROW TO PRO	3,264,566	7/17/2007
MATTEL, INC.	IMAGINEXT	2,833,067	4/13/2004
MATTEL, INC.	JUMPEROO	4,421,730	10/22/2013
MATTEL, INC.	LAUGH & LEARN	5,251,404	7/25/2017
MATTEL, INC.	LAUGH & LEARN	4,231,837	10/30/2012
MATTEL, INC.	LAUGH & LEARN Puppy Head Logo	5,251,405	7/25/2017
MATTEL, INC.	LEARNING VACUUM	4,573,860	7/22/2014
MATTEL, INC.	LITTLE PEOPLE	4,750,842	6/9/2015
MATTEL, INC.	LITTLE PEOPLE	3,138,265	9/5/2006
MATTEL, INC.	LITTLE PEOPLE	1,521,098	1/17/1989
MATTEL, INC.	LITTLE PEOPLE	3,098,951	5/30/2006
MATTEL, INC.	LITTLE PEOPLE	3,330,337	11/6/2007
MATTEL, INC.	LITTLE PEOPLE	954,973	3/13/1973
MATTEL, INC.	LOVING FAMILY	5,001,637	7/19/2016
MATTEL, INC.	MY LITTLE SNUGABUNNY	4,105,680	2/28/2012
MATTEL, INC.	MY LITTLE SNUGABUNNY	4,105,679	2/28/2012
MATTEL, INC.	PEEK A BLOCKS	3,456,063	7/1/2008
MATTEL, INC.	PINK ELLIPSE	5,008,861	7/26/2016
MATTEL, INC.	PLAYGATE	3,477,196	7/29/2008
MATTEL, INC.	POWER WHEELS	1,374,017	12/3/1985
MATTEL, INC.	POWER WHEELS	1,671,657	1/14/1992

OWNER	TRADEMARK	REG. NO.	REG. DATE
MATTEL, INC.	POWER WHEELS BY FISHER-PRICE Design	2,043,428	3/11/1997
MATTEL, INC.	POWER-LOCK	1,388,400	4/1/1986
MATTEL, INC.	RAIL ROLLERS	4,905,824	2/23/2016
MATTEL, INC.	RESCUE HEROES	2,702,818	4/1/2003
MATTEL, INC.	RESCUE HEROES	2,707,678	4/15/2003
MATTEL, INC.	ROCK-A-STACK	774,024	7/28/1964
MATTEL, INC.	SEE 'N SAY	2,122,290	12/16/1997
MATTEL, INC.	SEE 'N SAY	862,679	12/31/1968
MATTEL, INC.	SHAPE-IMALS	5,050,989	9/27/2016
MATTEL, INC.	SMART CYCLE	3,408,165	4/8/2008
MATTEL, INC.	SMART CYCLE	3,408,166	4/8/2008
MATTEL, INC.	SMART STAGES	4,642,372	11/18/2014
MATTEL, INC.	SNAP-LOCK	838,294	11/7/1967
MATTEL, INC.	SPINNYOS Logo	4,937,974	4/12/2016
MATTEL, INC.	TEACH 'N TAG MOVI	5,325,399	10/31/2017
MATTEL, INC.	THE FARMER SAYS	2,114,307	11/18/1997
MATTEL, INC.	THE ONLY WAY TO RIDE	4,899,375	2/9/2016
MATTEL, INC.	VIEW-MASTER	3,703,573	10/27/2009
MATTEL, INC.	VIEW-MASTER Logo	3,138,300	9/5/2006
MATTEL, INC.	BLONKERS	5,602,880	11/6/2018
MATTEL, INC.	BOOMERANG	5,466,061	5/8/2018
MATTEL, INC.	CHEATIN' MORPHER	5,347,506	11/28/2017
MATTEL, INC.	IMAGINE WHAT'S NEXT!	5,487,898	6/5/2018
MATTEL, INC.	POWER WHEELS Design	5,763,877	5/28/2019
MATTEL, INC.	PW Logo	5,670,806	2/5/2019
MATTEL, INC.	ROCKTOPUS	5,551,629	8/28/2018
MATTEL, INC.	SMART DRIVE	5,371,845	1/2/2018
MATTEL, INC.	SMART DRIVE Logo	5,404,782	2/20/2018
MATTEL, INC.	TAKE TURNS SKYWAY	5,593,614	10/30/2018
MATTEL, INC.	THINK & LEARN Logo	5,531,090	7/31/2018
MATTEL, INC.	TINY GARDEN	5,571,458	9/25/2018
MATTEL, INC.	TIZZY TONGUES	5,602,878	11/6/2018
MATTEL, INC.	TOY STARTUP 44K SOUND	5,527,937	7/31/2018
MATTEL, INC.	TOY STARTUP 44K SOUND	5,527,936	7/31/2018

OWNER	TRADEMARK	REG. NO.	REG. DATE
MATTEL, INC.	GOBABYGO! Logo	5,571,457	9/25/2018