

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM817115

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Spencer Gifts LLC		06/12/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent		
<b>Street Address:</b>	1525 WEST W.T. HARRIS BOULEVARD		
<b>Internal Address:</b>	MAC D1109-019		
<b>City:</b>	CHARLOTTE		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6164905	INSPIRIT DESIGNS	
<b>Registration Number:</b>	6577490	OONA	
<b>Registration Number:</b>	6577489	OONA	
<b>Serial Number:</b>	97574710	HORROR BABIES	
<b>Serial Number:</b>	97409394	TEASE BY BODY RAGE	
<b>Serial Number:</b>	97574691	ZOMBIE BABIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<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>			
<b>Phone:</b>	202-835-7500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Javier J. Ramos, Esq.		
<b>Address Line 1:</b>	1850 K Street, NW, Suite 1100		
<b>Address Line 2:</b>	Milbank, LLP		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	43256.00007		
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos		

CH \$165.00 6164905

<b>SIGNATURE:</b>	/Javier J. Ramos/
<b>DATE SIGNED:</b>	06/13/2023
<b>Total Attachments: 12</b> source=19. Spencer Spirit - Term Loan IPSA Supplement#page1.tif source=19. Spencer Spirit - Term Loan IPSA Supplement#page2.tif source=19. Spencer Spirit - Term Loan IPSA Supplement#page3.tif source=19. Spencer Spirit - Term Loan IPSA Supplement#page4.tif source=19. Spencer Spirit - Term Loan IPSA Supplement#page5.tif source=19. Spencer Spirit - Term Loan IPSA Supplement#page6.tif source=19. Spencer Spirit - Term Loan IPSA Supplement#page7.tif source=19. Spencer Spirit - Term Loan IPSA Supplement#page8.tif source=19. Spencer Spirit - Term Loan IPSA Supplement#page9.tif source=19. Spencer Spirit - Term Loan IPSA Supplement#page10.tif source=19. Spencer Spirit - Term Loan IPSA Supplement#page11.tif source=19. Spencer Spirit - Term Loan IPSA Supplement#page12.tif	

**TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**

This TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated June 12, 2023 is made by the Person listed on the signature page hereof (the "Grantor") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Term Loan Credit Agreement referred to below).

WHEREAS, Spencer Spirit Holdings, Inc., a Delaware corporation ("Holdings"), Spencer Spirit IH LLC, a Delaware limited liability company and a wholly-owned subsidiary of Holdings ("Borrower"), each lender from time to time party thereto (collectively, the "Lenders" and individually, each a "Lender") and Wells Fargo Bank, National Association, as Administrative Agent and Collateral Agent have entered into a Term Loan Credit Agreement dated of even date herewith (as amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder), the "Term Loan Credit Agreement"). Terms defined in the Term Loan Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Term Loan Credit Agreement or the Security Agreement, as the case may be (and in the event of a term is defined differently in the Term Loan Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement);

WHEREAS, pursuant to the Term Loan Credit Agreement, the Grantors have executed and delivered or otherwise become bound by that certain Term Loan Security Agreement dated June 19, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and that certain Term Loan Intellectual Property Security Agreement June 19, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of the Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full, of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following, to the extent governed by, arising under, pursuant to, or by virtue of, the laws of the United States of America or any state thereof (the "Additional Collateral"):

(a) all patents, patent applications, utility models, statutory invention registrations and all inventions, including those claimed or disclosed therein and all improvements thereto ("Patents");

(b) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all

general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby ("Trademarks");

(c) all copyrights, including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof, whether registered or unregistered ("Copyrights");

(d) all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights, renewal rights and indemnification rights and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing ("Computer Software");

(e) all confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information (collectively, "Trade Secrets"), and all other intellectual and intangible property of any type, including, without limitation, industrial designs and mask works;

(f) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

(g) all written agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary ("IP Agreements") and all rights of such Grantor thereunder; and

(h) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

*provided* that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (v), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets, including, but not limited to, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

SECTION 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Secured Documents (as such

Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc. (a) THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT SUPPLEMENT TO THE EXCLUSIVE GENERAL JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK FOR THE COUNTY OF NEW YORK (THE "NEW YORK SUPREME COURT"), AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE "FEDERAL DISTRICT COURT," AND TOGETHER WITH THE NEW YORK SUPREME COURT, THE "NEW YORK COURTS") AND APPELLATE COURTS FROM EITHER OF THEM; *PROVIDED* THAT NOTHING IN THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS (IN WHICH CASE ANY PARTY SHALL BE ENTITLED TO ASSERT ANY CLAIM OR DEFENSE, INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT), OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT OR ANY OTHER AGENT, (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT, (III) IF ALL SUCH NEW YORK COURTS DECLINE JURISDICTION OVER ANY PERSON, OR DECLINE (OR, IN THE CASE OF THE FEDERAL DISTRICT COURT, LACK) JURISDICTION OVER ANY SUBJECT MATTER OF SUCH ACTION OR PROCEEDING, A LEGAL ACTION OR PROCEEDING MAY BE BROUGHT WITH RESPECT THERETO IN ANOTHER COURT HAVING JURISDICTION AND (IV) IN THE EVENT A LEGAL ACTION OR PROCEEDING IS BROUGHT AGAINST ANY PARTY HERETO OR INVOLVING ANY OF ITS ASSETS OR PROPERTY IN ANOTHER COURT (WITHOUT ANY COLLUSIVE ASSISTANCE BY SUCH PARTY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES), SUCH PARTY

FROM ASSERTING A CLAIM OR DEFENSE (INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT) IN ANY SUCH ACTION OR PROCEEDING.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT SUPPLEMENT IN ANY COURT REFERRED TO IN SECTION 6(B). EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.16(D) OF THE TERM LOAN CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT SUPPLEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT SUPPLEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT SUPPLEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT SUPPLEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(E) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY

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

SPENCER GIFTS LLC

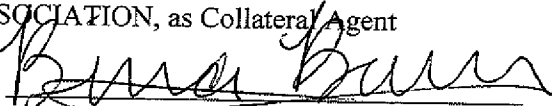
By: Bay Susan  
Name: Bay Susan  
Title: Senior Vice President and Chief  
Financial Officer

Address for notices:

6826 Black Horse Pike  
Egg Harbor Township, NJ 08234

*[Signature Page to Term Loan Intellectual Property Security Agreement Supplement]*

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Collateral Agent

By:   
Name: Bina Barnes  
Title: Vice President



**Schedule I**

Additional Collateral

### Copyright Registrations and Applications

Grantor	Registration Number	Title	Registration Date
Spencer Gifts LLC	VA0001273648	Screaming figure.	2004-06-18
Spencer Gifts	VA0000051412	Polar bear : [item no. 76529]	1980-02-14
Spencer Gifts	VA0000051413	Baseball dog : [item no. 76516]	1980-02-14

### Copyright Licenses

None.

Supplemental List of Patents and Patent Licenses

**Patents and Patent Applications**

<b>Grantor</b>	<b>Patent</b>	<b>Country</b>	<b>Serial No.</b>	<b>Patent No.</b>	<b>Date of Filing</b>
Spencer Gifts LLC	System and method for controlling animated props	China	201811441856.7	N/A	11/29/2018

**Patent Licenses**

None.

Supplemental List of Trademarks and Trademark Licenses

**United States Trademark Registrations and Applications**

<b>Grantor</b>	<b>Trademark</b>	<b>Application No./Serial No.</b>	<b>Registration No.</b>	<b>Application/Registration Date</b>
Spencer Gifts LLC	HORROR BABIES	97/574,710		9/1/2022
Spencer Gifts LLC	INSPIRIT DESIGNS	88/282,222	6,164,905	9/29/2020
Spencer Gifts LLC	OONA	88/983,191	6,577,490	11/30/2021
Spencer Gifts LLC	OONA	88/983,188	6577489	11/30/2021
Spencer Gifts LLC	TEASE BY BODY RAGE	97/409,394		5/13/2022
Spencer Gifts LLC	ZOMBIE BABIES	97/574,691		9/1/2022

**Foreign Trademark Registrations and Applications**

None.

**Trademark Licenses**

None.

**Internet Domain Names\***

<b>Domain Name</b>	<b>Country</b>	<b>Registration Date</b>
boobiesmakemesmile.adultblock	Block	02-Dec-2021
boobiesmakemesmilefoundation.adultblock	Block	02-Dec-2021
halloweenheadquarters.adultblock	Block	02-Dec-2021
inspirit-designs.net	gTLD	17-Dec-2019
inspirit-designs.org	gTLD	17-Dec-2019
spencergifts.adultblock	Block	02-Dec-2021
spencergifts.de	GERMANY	11-Aug-2020
spencers-workshop-surveys.com	gTLD	03-Jun-2019
spencers.adultblock	Block	02-Dec-2021
spencers.com.pl	POLAND	14-Jul-2022
spencers.mx	MEXICO	14-Jul-2022
spencers.pl	POLAND	14-Jul-2022
spencers.za.com	Alternate Extension	14-Jul-2022
spencersworkshop-surveys.com	gTLD	03-Jun-2019
spencersworkshop.com	gTLD	11-Oct-2019
spencersworkshopsurveys.com	gTLD	03-Jun-2019
spirit-surveys.com	gTLD	03-Jun-2019
spirit.adultblock	Block	02-Dec-2021
spiritforschools.adultblock	Block	02-Dec-2021
spiritgallery.adultblock	Block	02-Dec-2021
spirithalloween-surveys.com	gTLD	03-Jun-2019
spirithalloween.adultblock	Block	02-Dec-2021
spirithalloween.br.com	Alternate Extension	14-Jul-2022
spirithalloween.co.in	INDIA	14-Jul-2022
spirithalloween.com.pl	POLAND	14-Jul-2022
spirithalloween.in	INDIA	14-Jul-2022
spirithalloween.mx	MEXICO	14-Jul-2022
spirithalloween.nz	NEW ZEALAND	14-Jul-2022
spirithalloweengallery.adultblock	Block	02-Dec-2021
spirithalloweenmovie.com	gTLD	26-Apr-2022
spirithalloweenqc.ca	CANADA	24-Mar-2022
spirithalloweenqc.com	gTLD	24-Mar-2022
spirithalloweensuperstores.adultblock	Block	02-Dec-2021
spirithalloweensurveys.com	gTLD	03-Jun-2019
spiritofchildren.adultblock	Block	02-Dec-2021
spiritsurveys.com	gTLD	03-Jun-2019
thespirithalloweenmovie.com	gTLD	04-May-2022
toyzam.adultblock	Block	02-Dec-2021
worldshalloweenheadquarters.adultblock	Block	02-Dec-2021

\*All owned by Spencer Gifts LLC.