

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816715

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FOURTH AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SPENCER GIFTS LLC		06/12/2023	Limited Liability Company: DELAWARE
SPIRIT HALLOWEEN SUPERSTORES LLC		06/12/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	125 HIGH STREET, 11TH FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5330620	BODY RAGE CURVE
Registration Number:	6164905	INSPIRIT DESIGNS
Registration Number:	6577490	OONA
Registration Number:	6577489	OONA
Serial Number:	97574710	HORROR BABIES
Serial Number:	97409394	TEASE BY BODY RAGE
Serial Number:	97574691	ZOMBIE BABIES

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

TRADEMARK

REEL: 008126 FRAME: 0230

900778827

OP \$190.00 5330620

ATTORNEY DOCKET NUMBER:	2028921 TM
NAME OF SUBMITTER:	Janet S. Wamsley
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	06/12/2023

Total Attachments: 11

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**FOURTH AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Fourth Amendment to Intellectual Property Security Agreement (this “Fourth Amendment”) is made as of June 12, 2023, by and among (a) each of the Persons listed on Schedule I hereto (each such Person, individually, a “Borrower” and, collectively, the “Borrowers”), and (b) Wells Fargo Bank, National Association (as successor by merger to Wells Fargo Retail Finance, LLC), as collateral agent (in such capacity, the “Collateral Agent”) for the ratable benefit of the Secured Parties, in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of September 28, 2010 (as amended, modified, supplemented or restated and in effect from time to time, the “Loan Agreement”) with, among others, (i) the Borrowers, (ii) the Facility Guarantors named therein, (iii) the Revolving Credit Lenders named therein, and (iv) Wells Fargo Bank, National Association (as successor by merger to Wells Fargo Retail Finance, LLC), as Administrative Agent and Collateral Agent for the Secured Parties named therein and as SwingLine Lender;

WHEREAS, reference is also made to that certain Intellectual Property Security Agreement, dated as of September 28, 2010 (as amended, modified, supplemented or restated and in effect from time to time, the “IP Security Agreement”), by and among the Borrowers and the Collateral Agent, pursuant to which, among other things, the Borrowers granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in and to the IP Collateral (as defined therein);

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

WHEREAS, the Borrowers and the Collateral Agent now wish to amend, modify and supplement the IP Security Agreement, as more particularly set forth in this Fourth 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 Loan Agreement (as applicable).
2. Amendments to IP Security Agreement.
 - (a) Section 4 of the IP Security Agreement is hereby amended by deleting the phrase “as of the Restatement Date” in each instance where it appears in such Section and replacing such phrase with “as of the Second Amendment Effective Date”.
 - (b) The provisions of the IP Security Agreement are hereby amended by supplementing **EXHIBIT A** thereto by adding to such **EXHIBIT A** the **EXHIBIT A-1** annexed hereto, and the IP Collateral described in Section 2(a) of the IP Security Agreement shall be deemed to include the Copyrights and Copyright Licenses described on such **EXHIBIT A-1** (collectively, the “New Copyrights”). For purposes of clarity, such **EXHIBIT A-1** shall be deemed to supplement, rather than replace, **EXHIBIT A** annexed to the IP Security Agreement.

- (c) The provisions of the IP Security Agreement are hereby amended by supplementing **EXHIBIT B** thereto by adding to such **EXHIBIT B** the **EXHIBIT B-1** annexed hereto, and the IP Collateral described in Section 2(b) of the IP Security Agreement shall be deemed to include the Patents and Patent Licenses described on such **EXHIBIT B-1** (collectively, the “New Patents”). For purposes of clarity, such **EXHIBIT B-1** shall be deemed to supplement, rather than replace, **EXHIBIT B** annexed to the IP Security Agreement.
- (d) The provisions of the IP Security Agreement are hereby amended by supplementing **EXHIBIT C** thereto by adding to such **EXHIBIT C** the **EXHIBIT C-1** annexed hereto, and the IP Collateral described in Section 2(c) of the IP Security Agreement shall be deemed to include the Trademarks and Trademark Licenses described on such **EXHIBIT C-1** (collectively, the “New Trademarks”, and together with the New Copyrights and the New Patents, collectively, the “New IP”). For purposes of clarity, such **EXHIBIT C-1** shall be deemed to supplement, rather than replace, **EXHIBIT C** annexed to the IP Security Agreement.
3. Ratification of Security Interest. In furtherance and as confirmation of the security interest granted by such Borrower to the Collateral Agent (for the ratable benefit of the Secured Parties) under the Loan Agreement, and as further security for the payment or performance, as the case may be, in full of the Liabilities, each Borrower hereby grants to the Collateral Agent (for the ratable benefit of the Secured Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default), in all of the present and future right, title and interest of such Borrower in and to the New IP, together with all of such Borrower’s assets of the type described in clauses (d), (e), (f), (g) and (h) of Section 2 of the IP Security Agreement relating to the New IP, as well as all products, proceeds, substitutions, and accessions of or to the foregoing (collectively, the “New IP Collateral”).
4. 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 Borrower hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, each Borrower hereby acknowledges, confirms and agrees that all IP Collateral (including the New IP Collateral) shall continue to secure the Liabilities.
5. Miscellaneous.
- (a) This Fourth Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. An executed facsimile or electronic copy of this Fourth Amendment shall be effective for all purposes as an original hereof.
- (b) The IP Security Agreement, as amended by this Fourth Amendment expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.
- (c) Any determination that any provision of this Fourth Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not

affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Fourth Amendment.

- (d) This Fourth Amendment and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the law of the State of New York.

[signature pages follow]

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

BORROWERS:

SPENCER GIFTS LLC

By: Barry Susson
Name: Barry Susson
Title: Senior Vice President and
Chief Financial Officer

SPIRIT HALLOWEEN SUPERSTORES LLC

By: Barry Susson
Name: Barry Susson
Title: Senior Vice President and
Chief Financial Officer

COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION (as successor by merger to Wells
Fargo Retail Finance, LLC)

By: Maggie Townsend
Name: Maggie Townsend
Title: Duly Authorized Signatory

SCHEDULE I

Borrowers

Spencer Gifts LLC, a Delaware limited liability company

Spirit Halloween Superstores LLC, a Delaware limited liability company

EXHIBIT A-1

Supplemental List of Copyrights and Copyright Licenses

Copyright Registrations and Applications

Borrower	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.

EXHIBIT B-1

Supplemental List of Patents and Patent Licenses

Patents and Patent Applications

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

Patent Licenses

None.

EXHIBIT C-1

Supplemental List of Trademarks and Trademark Licenses

United States Trademark Registrations and Applications

Borrower	Trademark	Application No./Serial No.	Registration No.	Application/Registration Date
Spencer Gifts LLC	BODY RAGE CURVE	87/027,664	5,330,620	07/11/17
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*

Domain Name	Country	Registration Date
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.

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