

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858171

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PlayMonster Group, LLC		06/24/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ADAMS STREET CREDIT ADVISORS LP		
Street Address:	600 5TH AVENUE, 20TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	90523307	YARNIMALS	
Serial Number:	86863254	TINKINEER	
Serial Number:	86668515		
Serial Number:	86668556		
Serial Number:	87313317	LOOPDEDOO SPIN BRACELETS IN MINUTES	
Serial Number:	87313201	LOOPDELOOM SPINNING LOOM MAKES WEAVING S	
Serial Number:	87235779	YOU DO	
Serial Number:	88265731	MEGA MISSION	
Serial Number:	74599575	PATCH	
Serial Number:	86819219	PROVE IT	
Serial Number:	86926198	QUBOSITY	
Serial Number:	76309136	SNEAKY PUZZLES	
Serial Number:	86577858	SPUNK WURKS	
Serial Number:	85381174	ZIG-ZAG XYLO TRAIN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

CH \$365.00 90523307

Phone: 415-591-1000
Email: TrademarksSF@winston.com
Correspondent Name: Becky Troutman
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER: Becky Troutman (ker)

SIGNATURE: /Becky Troutman/

DATE SIGNED: 12/04/2023

Total Attachments: 6

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source=PlayMonster - Trademark Security Agreement (June 2022) [Executed]_(17163039)_ (1)#page2.tif

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 24 day of June, 2022, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **ADAMS STREET CREDIT ADVISORS LP**, a Delaware limited partnership, in its capacity as agent for each Lender (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 24, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) PlayMonster Holdings Group LLC, a Delaware limited liability company (“Holdings”), PlayMonster Group LLC, a Delaware limited liability company (“Borrower”), the other Credit Parties party thereto from time to time, the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Amended and Restated Guaranty and Security Agreement, dated as of June 24, 2022 (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks, including those referred to on Schedule I;
- (b) all Trademark Intellectual Property Licenses to which it is a party;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty 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 Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark

Security Agreement by any electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by any electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

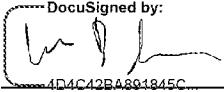
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 26 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

PLAYMONSTER GROUP LLC

By: 
Name: William B. Sacher
Title: Co-President

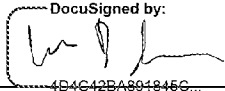
ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ADAMS STREET CREDIT ADVISORS LP


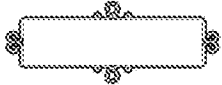

By: Adams Street Credit Advisors GP LLC, its general partner


By: Adams Street Partners, LLC, its member

By: 
Name: William B. Sacher
Title: Partner

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	App. No.	Trademark	Country	Status
PlayMonster Group LLC	90523307	YARNIMALS	US	Pending
PlayMonster Group LLC	86863254	TINKINEER	US	Registered
PlayMonster Group LLC	86668515	Design Only 	US	Registered
PlayMonster Group LLC	86668556	Design Only 	US	Registered
PlayMonster Group LLC	87313317	LOOPDEDOO SPIN BRACELETS IN MINUTES & Design 	US	Registered
PlayMonster Group LLC	87313201	LOOPDELOOM SPINNING LOOM MAKES WEAVING SIMPLE, FAST AND FUN & Design	US	Registered

				
PlayMonster Group LLC	87235779	YOU DO	US	Registered
PlayMonster LLC	88265731	MEGA MISSION	US	Registered
PlayMonster LLC	74599575	PATCH & Design 	US	Registered
PlayMonster LLC	86819219	PROVE IT	US	Registered
PlayMonster LLC	86926198	QUBOSITY	US	Registered
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