

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM863859

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Ohio Art Company		12/22/2023	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	The Huntington National Bank		
Street Address:	519 Madison Avenue		
City:	Toledo		
State/Country:	OHIO		
Postal Code:	43604		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5154626	OHIO ART	
Registration Number:	5154627	OHIO ART	
Registration Number:	5671314	OHIO ART	
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>			
Phone:	4192416000		
Email:	ipdocketing@eastmansmith.com		
Correspondent Name:	Carrie A. Johnson		
Address Line 1:	P.O. Box 10032		
Address Line 4:	Toledo, OHIO 43699		
NAME OF SUBMITTER:	Carrie A. Johnson		
SIGNATURE:	/Carrie A. Johnson/		
DATE SIGNED:	12/26/2023		
Total Attachments: 4			
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THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “Agreement”) dated as of December 22, 2023, is made by The Ohio Art Company, an Ohio corporation (“Grantor”), in favor of The Huntington National Bank (“Lender”):

WHEREAS, Grantor, Ohio Art Metal Pack, LLC, and Lender are parties to a certain Credit and Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the “Credit and Security Agreement”) providing for the extensions of credit to be made to Grantor and Ohio Art Metal Pack, LLC by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor’s trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit and Security Agreement.

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

1. Incorporation of Credit and Security Agreement. The Credit and Security Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit and Security Agreement.
2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:
 - a. each trademark listed on Schedule 1 annexed hereto, together with goodwill of the business of the Grantor connected with and symbolized by such trademarks; and
 - b. all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, or (ii) injury to the goodwill associated with any trademark.
3. Representations and Warranties. Grantor represents and warrants as follows:
 - a. All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the trademarks is accurate and complete in all material respects.
 - b. The trademarks listed on Schedule 1 (“Trademarks”) constitute the Trademarks owned or registered to Grantor that are subject to this Agreement.

- c. During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Trademarks on Schedule 1, except for licenses granted by Grantor in the ordinary course of business.
 - d. Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, (ii) promptly advise Lendor in writing of material infringement of the Trademarks of which it becomes aware, and (iii) not allow any Trademark to become abandoned, without the written consent of Lendor.
 - e. Grantor shall register or cause to be registered with the U.S. Patent and Trademark Office trademarks hereafter developed or acquired by Grantor to the extent Grantor, in its reasonable business judgment, deems appropriate to protect.
 - f. Grantor owns additional registered trademarks and copyrighted works that are not listed on Schedule 1 hereto but are identified on Schedule 5.10 of the Credit and Security Agreement (“Additional Trademarks and Copyrighted Works”). The Additional Trademarks and Copyright are registered on goods including but not limited to toys, games, dolls, and craft kits and craft supplies (collectively, “Toys”). Grantor does not currently use or license the Additional Trademarks or Copyrighted Works because it no longer manufactures or sells Toys. If Grantor resumes use of the Additional Trademarks and Copyrighted Works, which includes selling or planning to sell or license the Additional Trademarks and Copyrighted Works to a third party, then: (i) Grantor shall promptly notify Lendor; and (ii) the Additional Trademarks and Copyrighted Works shall automatically become subject to this Agreement.
4. Right to Bring Suit. Grantor shall have the right, subject to the prior written consent of Lender during the continuance of an Event of Default, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, in which case Lender may, at Lender’s option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys’ fees, incurred by Lender pursuant to this paragraph.
5. Governing Law. The parties expressly agree this Agreement shall be governed and construed in accordance with the terms of Article 14.1 Governing Law provision of the Credit and Security Agreement. In addition, all judicial proceedings directly or indirectly, or any matter or claim in any way arising out of this Agreement shall be brought pursuant to the terms of the aforementioned Article 14.1.
6. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent as specified in the Credit and Security Agreement.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

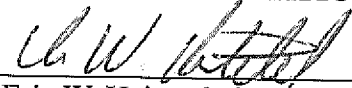
THE OHIO ART COMPANY

By: 
Elena West, Chief Executive Officer

Agreed and Accepted




As of the date first written above:

THE HUNTINGTON NATIONAL BANK

By: 
Eric W. Heintschel, Vice President
Business Banking Market Manager

Schedule 1

to Intellectual Property Security Agreement

Region	Trademark, Reg. No., App. No.	Key Dates	Goods/Services
USA	<u>OHIO ART</u> Reg. No.: 5154626	Filed: June 10, 2016 Registered: March 7, 2017	Int'l Class: 40 Printing services; lithographic printing; printing of words, images, designs and logos on metal sheets, containers, tins, signs, posters, trays, and coasters
USA	<u>OHIO ART and Design</u>  Reg. No.: 5154627	Filed: June 10, 2016 Registered: March 7, 2017	Int'l Class: 40 Printing services; lithographic printing; printing of words, images, designs and logos on metal sheets, containers, tins, signs, posters, trays, and coasters
USA	<u>OHIO ART and Design</u>  Reg. No.: 5671314	Filed: November 22, 2017 Registered: February 5, 2019	Int'l Class: 40 Printing services; lithographic printing; printing of words, images, designs and logos on metal sheets, containers, tins, signs, posters, trays, and coasters
Canada	<u>OHIO ART and Design</u>  Reg. No.: TMA1054299	Filed: November 27, 2017 Registered:	Int'l Class: 40 Services: Design printing for others; lenticular printing; offset printing; digital printing; photographic printing; lithographic printing; printing of words, images, designs and logos on metal sheets, containers, tins, signs, posters, trays, and coasters