

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865766

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PlayMonster Group LLC		12/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Legacy Corporate Lending, LLC, as Agent		
Street Address:	5717 Legacy Drive		
Internal Address:	Suite 250		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 175			
Property Type	Number	Word Mark	
Registration Number:	6439835	MY FAIRY GARDEN	
Serial Number:	88859450	BIG LITTLE GAMES	
Serial Number:	85264185	FARKLE THE CLASSIC DICE-ROLLING, RISK-TA	
Serial Number:	90738545	LITTLE KNITTY BITTYS	
Serial Number:	90746152	TMI	
Serial Number:	86821273	ACTION PLATES	
Serial Number:	90523307	YARNIMALS	
Serial Number:	90066765	PRESTOMAGIX	
Serial Number:	86647858	GLOW TO SLEEP	
Serial Number:	90396643	CRAFTY CAKES	
Serial Number:	85595954	MAGNATAB	
Serial Number:	86967312	GRABOLO	
Serial Number:	86686865	MY FAIRY GARDEN	
Serial Number:	86914906	ROTODRAW	
Serial Number:	86748085	CRAFT TASTIC	
Serial Number:	86897854	PLAYMONSTER	
Serial Number:	87195408	AUTOMOBLOX	
Serial Number:	86755701	CRAFT CRUSH	

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Property Type	Number	Word Mark
Serial Number:	85831087	FARKLE NANO
Serial Number:	85215615	LOOPDEDOO
Serial Number:	86982489	ROMPER ROOM
Serial Number:	86387929	POPOIDS
Serial Number:	85682299	ROOMINATE
Serial Number:	78153626	SWAP!
Serial Number:	86863257	MARBLEOCITY
Serial Number:	76483076	WOOLY WILLY
Serial Number:	85796340	POP! POP! PIANO
Serial Number:	76397384	BUZZWORD
Serial Number:	85763588	MIRARI
Serial Number:	86863254	TINKINEER
Serial Number:	87293311	HYPNOGIZMO
Serial Number:	87554469	DON'T ROCK THE BOAT
Serial Number:	87535644	DICTITIOUS
Serial Number:	88149218	BUBBIMALS
Serial Number:	87711655	PASS THE PUP
Serial Number:	85637401	TECHNOKIT
Serial Number:	87648044	RELATIVE INSANITY
Serial Number:	86118670	FARKLE FLIP
Serial Number:	78158154	IMPERIAL
Serial Number:	86118634	MYPHONE
Serial Number:	87226253	ANN WILLIAMS
Serial Number:	88446893	FABLAB
Serial Number:	87760238	BRAIN FART
Serial Number:	87580434	FUZZY-FELT
Serial Number:	86235142	LOOPDELOOM
Serial Number:	87084735	MYLAND
Serial Number:	88031242	LATCHKITS
Serial Number:	88026338	YETI, SET, GO!
Serial Number:	86845072	MYLAND
Serial Number:	88069825	STITCHKITS
Serial Number:	86388557	CYCLEX
Serial Number:	86129735	CRAFT-TASTIC
Serial Number:	85897733	FASHION PLATES
Serial Number:	86471416	OK TO WAKE!
Serial Number:	86471380	TEACH ME TIME!
Serial Number:	86210044	UTTER NONSENSE

Property Type	Number	Word Mark
Serial Number:	88169261	WHAT'S YOURS LIKE?
Serial Number:	78363610	TOSS UP!
Serial Number:	86759598	ROMPER ROOM
Serial Number:	87194039	WATERFULS
Serial Number:	87903421	ORANGUTWANG
Serial Number:	88026280	AQUA DIVER
Serial Number:	88078829	Y'ART
Serial Number:	88265980	ULTRA DASH
Serial Number:	86361755	KID O
Serial Number:	88249869	THE ISLAND OF EL DORADO
Serial Number:	88274989	YETI FORGETTI
Serial Number:	88286079	FACE PAINTOOS
Serial Number:	87056639	SPEAK AND SPELL
Serial Number:	86562997	CHEESE DIP
Serial Number:	86562987	SMART START
Serial Number:	86563028	SPARKY
Serial Number:	86561401	YETI IN MY SPAGHETTI
Serial Number:	88442653	STINKY PIG
Serial Number:	88026273	MELTDOWN
Serial Number:	88275009	FULL CIRCLE
Serial Number:	88274952	GOO ON MY SHOE
Serial Number:	88265261	SPINTENSITY
Serial Number:	88249883	THE THIEVES OF EL DORADO
Serial Number:	88463119	BRITEBRUSH
Serial Number:	88442648	FUZZIKINS
Serial Number:	88439577	STACKTOPUS
Serial Number:	87519615	FANTASTIC FLOWERS
Serial Number:	88508270	BREAK IN
Serial Number:	88439603	TRAILZ
Serial Number:	88265278	WINDWARD
Serial Number:	90033039	DRONE HOME
Serial Number:	88644210	STICKER & CHILL
Serial Number:	73713623	LAURI
Serial Number:	90356433	FASHION PLATES
Serial Number:	87694714	KISS MY BASS
Serial Number:	90301347	MY FAIRY GARDEN
Serial Number:	90632816	RING IT ON!
Serial Number:	97122001	NEIGHBORHOODIES

Property Type	Number	Word Mark
Serial Number:	97391443	OKAY, GENIUS...
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:	97443098	ADVENTUREX
Serial Number:	97443101	GO-TO-GAMES
Serial Number:	97458238	PIGS ON TRAMPOLINES
Serial Number:	97475255	FASHION FACES
Serial Number:	97510119	SEE YOURSELF IN THE FACES OF FASHION FAC
Serial Number:	97510139	FRAIDY CATS
Serial Number:	97669539	TAKE 'N PLAY
Serial Number:	97700152	CAMEOS
Serial Number:	97707191	VINTAGE VIBES
Serial Number:	97744265	STICKER IT UP
Serial Number:	97753636	WILD SCENES
Serial Number:	97757465	DIY CHANCE BRACELETS
Serial Number:	97858866	GO-TO- GAMES
Serial Number:	97864303	FAST BLAST
Serial Number:	90037044	POP-A-TOPS
Serial Number:	88839398	PLAY TOGETHER GAMES
Serial Number:	85088895	FARKLE FRENZY
Serial Number:	75253909	MALARKY
Serial Number:	75837348	BIG DEAL
Serial Number:	77221514	KID O
Serial Number:	77358310	GO APE!
Serial Number:	77491451	PATCH PALS CLUB
Serial Number:	77622859	KID O
Serial Number:	77837964	MIGHTY MONKEY
Serial Number:	77850326	5 SECOND RULE
Serial Number:	78478013	KID O
Serial Number:	85200133	DESIGN 'N' DOODLE
Serial Number:	85200509	SWIVEL
Serial Number:	85215837	100 WACKY THINGS
Serial Number:	85271984	LOCKTAGONS
Serial Number:	85325177	BIG LITTLE GAMES
Serial Number:	85421013	FLASH & FURIOUS

Property Type	Number	Word Mark
Serial Number:	85570597	FINGER FLICKIN'
Serial Number:	85609711	EASTER EGG-TIVITIES
Serial Number:	85733576	PLANET SOCK MONKEY
Serial Number:	85775033	FARKLE AROUND
Serial Number:	85796155	STAR HARMONKEY
Serial Number:	85796163	IMA BANANERD
Serial Number:	85796179	EATON DEDD
Serial Number:	85796185	LONG SOCK SILVER
Serial Number:	85796206	M.O.N.K.
Serial Number:	85796217	MAGENTA BEETSCH
Serial Number:	85796324	WEE KEYS
Serial Number:	85831026	SHIZZLE
Serial Number:	85831061	CHAIN LETTERS
Serial Number:	85831104	FIND YOUR INNER MONKEY
Serial Number:	86112636	BOUNCY BOP
Serial Number:	86135895	WIND-UP EGG PALS
Serial Number:	86276143	FLIP FLOP
Serial Number:	86317445	HYPER DASH
Serial Number:	86329107	UTTER NONSENSE!
Serial Number:	86419651	ALL IN
Serial Number:	86329109	
Serial Number:	86668515	
Serial Number:	87009395	LATCHKITS
Serial Number:	87009469	PADZOOKS
Serial Number:	87056716	ROMPER STOMPERS
Serial Number:	87056750	MIGHTY MEN AND MONSTER MAKER
Serial Number:	87057416	SKEDOODLE
Serial Number:	87057436	TWIRLOGRAPH
Serial Number:	87091169	MY BUDDY
Serial Number:	87194062	WONDERFUL WATERFULS
Serial Number:	87199066	PRESTOMAGIX
Serial Number:	87418686	SKETCH-A-GRAPH
Serial Number:	87418723	REFLECT-A-SKETCH
Serial Number:	87428597	MIXTRUMENTS
Serial Number:	87535615	SHELLBY
Serial Number:	87648699	ROCK THE BLOX
Serial Number:	88016280	THE SMARTER, EASIER WAY TO ATTRACT TALEN
Serial Number:	88026252	TOOBALLOOPA

Property Type	Number	Word Mark
Serial Number:	88026304	BUTTS UP
Serial Number:	88026320	MOTOCLUB
Serial Number:	88205650	MAKE HAPPY
Serial Number:	88351946	RUB-N-COLOR
Serial Number:	88419192	FORT BLOX

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: 6785534768
Email: slickerb@gtlaw.com
Correspondent Name: Brittiny Slicker
Address Line 1: 3333 Piedmont Road NE
Address Line 2: Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	218064.020000
NAME OF SUBMITTER:	Brittiny Slicker
SIGNATURE:	/Brittiny Slicker/
DATE SIGNED:	01/04/2024

Total Attachments: 22

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**PATENT, COPYRIGHT AND TRADEMARK
SECURITY AGREEMENT**

THIS PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (the “Agreement”) is made as of December 29, 2023 between the grantors identified on the signature pages hereto (whether one or more, each, together with its successors and permitted assigns, a “Grantor” and collectively, the “Grantors”) and **LEGACY CORPORATE LENDING, LLC**, a Delaware limited liability company, individually and as agent for the Lender Parties defined below (“Secured Party”). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement (as defined below).

RECITALS

A. **PLAYMONSTER GROUP LLC**, a Delaware limited liability company (the “Company”), **PLAYMONSTER GROUP ANN WILLIAMS LLC**, a Delaware limited liability company (“Ann Williams”), **PLAYMONSTER GROUP ROOMINATE LLC**, a Delaware limited liability company (“Roominate” and together with the Company and Ann Williams, the “Borrowers” and each a “Borrower”), **PLAYMONSTER HOLDINGS GROUP LLC**, a Delaware limited liability company (“Parent”), Secured Party, the lenders from time to time party thereto (collectively, the “Lenders”) and the other Lender Parties have entered into that certain Loan and Security Agreement of even date herewith, pursuant to which the Lenders have agreed to extend a revolving line of credit to and the LC Issuer has agreed to issue Letters of Credit for the benefit of Borrowers on the terms and conditions set forth therein (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”).

B. In order to induce Lender Parties to enter into the Loan Agreement and the transactions contemplated thereby, and as a condition thereto, each Grantor is required to execute and deliver to Secured Party, for the benefit and on behalf of the Lender Parties, this Agreement and pursuant hereto to assign and grant to Secured Party, on behalf of the Lender Parties, a security interest (to the extent any grant of a security interest is not prohibited by applicable law or governmental authority) in and to all of such Grantor’s right, title, and interest in the Intellectual Property Collateral (as defined below). Any such Intellectual Property Collateral that is registered or has a pending application is listed on Schedule A attached hereto and incorporated herein by reference, as the same may be amended and supplemented from time to time.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Security Interest. As collateral security for the prompt and punctual payment and performance of the Secured Obligations and for the prompt performance by

Grantors of their obligations and undertakings under this Agreement and the other Loan Documents, each Grantor hereby grants to Secured Party, for the benefit of Lender Parties, a security interest in all of the Intellectual Property Collateral of such Grantor, whether now owned or hereafter acquired by such Grantor, and hereby grants, pledges and hypothecates such Intellectual Property Collateral to Secured Party, for the benefit of Lender Parties.

2. Representations, Warranties and Covenants. Each Grantor hereby covenants, warrants and represents that:

(a) Set forth on Schedule A attached hereto is a true and complete list as of the date hereof of all Intellectual Property Collateral of such Grantor that is registered or has a pending application with the United States Patent and Trademark Office or the United States Copyright Office or is otherwise material to the Grantors' business.

(b) The execution, delivery and performance of this Agreement by such Grantor does not (i) violate, conflict with, result in a breach of, constitute a default under, result in the termination of, or result in the creation of any encumbrances upon any of the Intellectual Property Collateral of such Grantor, under any agreement to which any Grantor is a party or by which any Grantor is bound, or (ii) violate any laws, rules, regulations or orders applicable to any of the Intellectual Property Collateral.

(c) Such Grantor shall maintain and protect the validity and enforceability of its (i) Eligible Intellectual Property and (ii) other Intellectual Property Collateral material to the conduct of any Credit Party's business and, in each case, shall take any and all actions as are necessary or appropriate to properly maintain, protect, preserve, care for, and enforce any of its (A) Eligible Intellectual Property Collateral and (B) other Intellectual Property Collateral material to the conduct of any Credit Party's business, including, without limitation, payment when due of such fees, taxes, and other expenses which shall be incurred or which shall accrue with respect to such Intellectual Property Collateral, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP.

(d) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of such Grantor with respect to any of its Intellectual Property Collateral is accurate and complete in all material respects.

3. Additional Intellectual Property Collateral. If, before the Secured Obligations shall have been satisfied in full, any Grantor shall obtain rights to any new Intellectual Property Collateral not listed in Schedule A, the provisions of this Agreement shall automatically apply thereto (to the extent the grant of a security interest therein is not prohibited by applicable law or governmental authority), and to the extent an application for registration of such Intellectual Property Collateral is made, such Grantor shall (a) give Secured Party prompt written notice thereof and, (b) upon Secured Party's request, execute, deliver and file any agreements, instruments, registrations and filings which Secured Party may reasonably request to confirm Secured Party's security interest therein and to put such

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security interest of record in such office. Each Grantor hereby appoints Secured Party as its attorney in fact, and hereby acknowledges and agrees that such power of attorney is irrevocable and coupled with an interest.

4. [Reserved].

5. Remedies Upon Event of Default. If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Grantors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, at a location reasonably convenient to Secured Party and Grantors, as determined in good faith by Secured Party, or elsewhere, all or from time to time any part of the Intellectual Property Collateral, or any interest which Grantors may have therein, and after deducting from the proceeds of sale or other disposition of any part of the Intellectual Property Collateral all expenses payable by Grantors in accordance with the Loan Agreement and the other Loan Documents (including all reasonable out-of-pocket expenses for broker's fees and legal services), shall apply the residue of such proceeds to the payment of the Secured Obligations. Notice of any sale or other disposition of any part of the Intellectual Property Collateral shall be given to Grantors at least ten (10) days before the time of any intended public or private sale or other disposition thereof is to be made, which Grantors hereby agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of any of the Intellectual Property Collateral sold, free from any right of redemption on the part of Grantors, which right is hereby waived and released. In addition to the foregoing, if any Event of Default has occurred and is continuing:

(a) Secured Party may license, or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Copyrights, Patents or Trademarks included in the Intellectual Property Collateral throughout the world for such term or terms, on such conditions and in such manner as Secured Party shall in its sole discretion determine;

(b) Secured Party may (without assuming any obligations or liability thereunder), at any time and from time to time, in its sole discretion, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of Grantors in, to and under any Copyright Licenses, Patent Licenses or Trademark Licenses and take or refrain from taking any action under any thereof, and EACH GRANTOR HEREBY RELEASES SECURED PARTY AND THE LENDER PARTIES FROM, AND AGREES TO HOLD SECURED PARTY AND THE LENDER PARTIES FREE AND HARMLESS FROM AND AGAINST, ANY CLAIMS AND EXPENSES ARISING OUT OF ANY LAWFUL ACTION SO TAKEN OR OMITTED TO BE TAKEN WITH RESPECT THERETO; and

(c) upon request by Secured Party, Grantors will execute and deliver to Secured Party a power of attorney, in form and substance satisfactory to Secured Party, for the implementation of any lease, assignment, license, sublicense, grant of option, sale or other disposition of a Copyright, Patent or Trademark or any action related thereto. In the event of any such disposition pursuant to this Section, Grantors shall supply its know-how and expertise relating to the manufacture and sale of the products bearing Trademarks or the products or services made or rendered in connection with Patents, and its customer lists and other records relating to such Patents or Trademarks and to the distribution of said products, to Secured Party.

6. Termination. It is contemplated by the parties that there may be times when no Secured Obligations are outstanding, but notwithstanding such occurrences, this Agreement shall remain valid and shall be in full force and effect as to subsequent outstanding Secured Obligations. Subject to the terms of the Loan Agreement, at such time as the Secured Obligations shall be paid and satisfied in full, the Loan Agreement shall have terminated and the commitment of the Lenders and LC Issuer to extend credit to the Borrowers shall have terminated, this Agreement shall terminate and Secured Party shall execute and deliver to Grantors, at Grantors' expense, all deeds, assignments, termination statements under the Uniform Commercial Code, and other instruments as may be necessary or proper to release Secured Party's security interest in and/or re-vest in Grantors full title to any part of the Intellectual Property Collateral, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

7. Fees and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable out-of-pocket attorneys' fees and legal expenses incurred by Secured Party in connection with defending or prosecuting any actions or proceedings arising out of or related to any part of the Intellectual Property Collateral, shall be borne and paid by Grantors on demand by Secured Party and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

8. Protection of Intellectual Property Collateral. Grantors agree to take, at its own expense, commercially reasonable steps to prosecute diligently any applications related to any (i) Eligible Intellectual Property and (ii) patents, trademarks, copyrights, or other intellectual property pending as of the date of this Agreement or thereafter, which are material to any business conducted by any Borrower or any of its Subsidiaries and will defend and protect such Intellectual Property Collateral and its rights thereunder against any infringement, dilution or misappropriation and will defend any claim or administrative or arbitral challenge that questions the validity or enforceability of such Intellectual Property Collateral, Grantors' purported rights therein and thereunder or Grantor's rights to register or patent the same or to use and practice the same in its business. Grantors will give Secured Party notice of any proceeding in which such defense is being carried on. Except as permitted by the Loan Agreement, Grantors shall not abandon or dedicate to the public any of the Intellectual Property Collateral, nor do any act nor omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment or dedication

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to the public of any part of the Intellectual Property Collateral or loss of or adverse effect on any rights in any part of the Intellectual Property Collateral, without the consent of Secured Party, which consent shall not be unreasonably withheld.

9. Grantor's Right to Protect. Grantors shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect any part of the Intellectual Property Collateral, in which event Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder.

10. [Reserved].

11. Secured Party's Rights to Take Action. If any Grantor fails to comply with any of its obligations hereunder after reasonable request by Secured Party and after giving effect to any applicable grace periods, Secured Party may do so in such Grantor's name or in Secured Party's name, but at such Grantor's expense, and such Grantor hereby agrees to reimburse Secured Party in full for all expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining any of the Intellectual Property Collateral.

12. Effect on Other Loan Documents. This Agreement is a "Loan Document" as defined in the Loan Agreement and is supplemental to the Loan Agreement, and in no event shall this Agreement, or the recordation of this Agreement or any other documents in connection herewith with the United States Patent and Trademark Office, the United States Copyright Office, or any other government or public office or agency of the United States of America, adversely effect or impair, in any way or to any extent, the other Loan Documents, and the security interest of Secured Party in the Collateral (including the Intellectual Property Collateral) pursuant to the other Loan Documents. Any and all rights and interests of Secured Party in and to the Intellectual Property Collateral (and any and all obligations of Grantors with respect to the Intellectual Property Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Secured Party (and the obligations of Grantors) in, to, or with respect to the Collateral (including Intellectual Property Collateral) provided in or arising under or in connection with the other Loan Documents. In the event of a conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

13. Preservation of Rights. No course of dealing between Grantors and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Rights are Cumulative. All of Secured Party's rights and remedies with respect to any of the Intellectual Property Collateral, whether established hereby or by the

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Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

15. Notices. Notices that are required to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the Loan Agreement, in the manner and within the time specified in the Loan Agreement.

16. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. Modification and Amendment. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 6.

18. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Without limiting the generality of the foregoing, Secured Party and any other Lender Party may (except as otherwise provided in the Loan Agreement) pledge, assign or otherwise transfer any or all of their respective rights under any or all of the Loan Documents to any other Person, and such other Person shall thereupon become vested with all of the benefits in respect thereof granted herein or otherwise. None of the rights or duties of Grantors hereunder may be assigned or otherwise transferred without the prior written consent of Secured Party.

19. Governing Law; Venue; WAIVER OF JURY TRIAL.

(a) **THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 14.3 AND SECTION 14.4 OF THE LOAN AGREEMENT, AS APPLICABLE, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.**

20. Indemnity and Expenses.

(a) **THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING FEES AND EXPENSES, AND INDEMNITY BY CREDIT PARTIES SET FORTH IN SECTION 14.5 AND SECTION 14.10 OF THE LOAN AGREEMENT, AS APPLICABLE, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.**

21. Counterparts; Fax. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties hereby acknowledge

and agree that facsimile or other electronically transmitted signatures of this Agreement shall have the same force and effect as original signatures.

22. No Oral Agreements. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten agreements between the parties.

23. Deficiency. In the event that the proceeds of any sale, collection or realization of or upon the Intellectual Property Collateral by Secured Party are insufficient to pay all Secured Obligations and any other amounts to which Secured Party is legally entitled, Grantors shall be liable for the deficiency, together with interest thereon as provided in the governing Loan Documents or (if no interest is so provided) at such other rate as shall be fixed by applicable law, together with the costs of collection and the reasonable fees of any attorneys employed by Secured Party or the other Lender Parties to collect such deficiency.

24. Definitions. Terms used and not otherwise defined in this Agreement shall have the meaning given to such terms in the Loan Agreement. The following terms shall have the definitions set forth below:

“Copyright License” means any license or other agreement, whether now or hereafter in existence, under which is granted or authorized any right to use, translate, copy, reproduce, distribute, prepare derivative works, display, manufacture, sell or publish any records or other materials on which a Copyright is in existence or may come into existence, including the agreements identified in Schedule A attached hereto.

“Copyrights” means all the following: (a) all copyrights under the laws of the United States or any other country (whether or not the underlying works of authorship have been published), whether now or hereafter in existence, and all registrations and recordings thereof, all intellectual property rights to works of authorship (whether or not published), and all application for copyrights under the laws of the United States or any other country, including registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule A attached hereto, (b) all reissues, renewals and extensions thereof, (c) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing, and (d) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements thereof.

“Intellectual Property Collateral” means any Copyrights, Copyright Licenses, Other Assets, Patents, Patent Licenses, Trademarks, and Trademark Licenses; provided, however, that Intellectual Property Collateral shall at no time include Excluded Property (as defined in the Loan Agreement).

“Other Assets” means any other proprietary rights and intellectual property of a Grantor, including without limitation, domain names, trade secrets, formulations,

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manufacturing procedures, quality control procedures and product specifications relating to any products sold under the Patents, Copyrights, or Trademarks.

“Patent License” means any license or other agreement, whether now or hereafter in existence, under which is granted or authorized any right with respect to any Patent or any invention now or hereafter in existence, whether patentable or not, whether a patent or application for patent is in existence on such invention or not, and whether a patent or application for patent on such invention may come into existence, including the agreements identified in Schedule A attached hereto.

“Patents” means all the following: (a) all letters patent and design letters patent of the United States or any other country, whether now or hereafter in existence, and all applications for letters patent and design letters patent of the United States or any other country, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule A attached hereto, (b) all reissues, divisions, continuations, continuations-in-part, renewals and extensions thereof, (c) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing, and (d) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements thereof.

“Secured Obligations” means all Obligations as and when due and payable under or in respect of the Loan Agreement and any of the other Loan Documents and all renewals, extensions, amendments, modifications, supplements or restatements of or substitutions for any of the foregoing.

“Trademark License” means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including the agreements identified on Schedule A attached hereto.

“Trademarks” means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, whether now or hereafter in existence, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule A attached hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing, and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements thereof.

[SIGNATURES ON FOLLOWING PAGE]


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ACTIVE 692094876v8

TRADEMARK
REEL: 008308 FRAME: 0405

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date set forth above.

GRANTORS:

PLAYMONSTER GROUP LLC

By: 
Name: Bryan Margner
Title: Chief Financial Officer

SECURED PARTY:

LEGACY CORPORATE LENDING, LLC

By: 

Name: Paul E. Martin

Title: Chief Investment Officer

SCHEDULE A
Intellectual Property Collateral


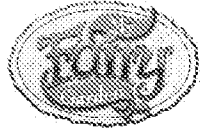

ISSUED PATENTS AND PENDING PATENT APPLICATIONS

Owner	Patent Name	Registration/Application Number
PlayMonster Group LLC	Game Including An Airborne Vehicle	11,406,891
PlayMonster Group LLC	Yarn Drawing Tool and Tracing Board	US-20200180355-A1
PlayMonster Group LLC	Miniature Customizable Room Building Toy Components	US-9004974-B2
PlayMonster Group LLC	Projecting Light Effects for Children	US-20140273731-A1
PlayMonster Group LLC	Accent Games and Gaming Systems	US-20160287976-A1
PlayMonster Group LLC	Educational Snap-Together Toy Vehicle System	US-20030054726-A1
PlayMonster Group LLC	Interchangeable Vehicle System	US-20150367242-A1
PlayMonster Group LLC	WRIST AUDIO DEVICE	29/333,510
PlayMonster Group LLC	PENDANT AUDIO DEVICE	29/339,086
PlayMonster Group LLC	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	13/357,053
PlayMonster Group LLC	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	13/425,004
PlayMonster Group LLC	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	13/533,062
PlayMonster Group LLC	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	13/788,620
PlayMonster Group LLC	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	13/965,267


PlayMonster Group LLC	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	14/577,375
PlayMonster Group LLC	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	14/854,381
PlayMonster Group LLC	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	15/087,429
PlayMonster Group LLC	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	16/256,246
PlayMonster Group LLC	DECORATIVE ARTICLE AND APPARATUS AND METHOD FOR CREATING THE SAME	13/491,119
PlayMonster Group LLC	BRACELET, NECKLACE, BELT, KEY FOB, SHASH, CORD OR LEASH	29/412,870
PlayMonster Group LLC	LOOM AND METHOD FOR CREATING AN ARTICLE	14/341,187
PlayMonster Group LLC	LOOM AND METHOD FOR CREATING AN ARTICLE	14/820,198
PlayMonster Group LLC	LOOM AND METHOD FOR CREATING AN ARTICLE	15/583,100
PlayMonster Group LLC	FASHION ACCESSORY AND METHOD OF MAKING	16/276,736
PlayMonster Group LLC	FASHION ACCESSORY AND METHOD OF MAKING	17/196,310
PlayMonster Group LLC	PERSONALIZED CRAFT AND A KIT AND METHOD THEREFOR	17/178,128
PlayMonster Group LLC	FASHION ACCESSORY AND METHOD OF MAKING	17/196,310
PlayMonster Group LLC	TOOL AND METHOD FOR CREATING FASHION ACCESSORIES	PCT/US12/22203

PlayMonster Group LLC	[Design Patent]	29/328461
PlayMonster Group LLC	[Design Patent]	29/375817
PlayMonster Group LLC	[Design Patent]	29/438722
PlayMonster Group LLC	[Design Patent]	29/438723
PlayMonster Group LLC	[Design Patent]	29/438726
PlayMonster Group LLC	[Design Patent]	29/438728
PlayMonster Group LLC	TOOL, KIT AND METHOD FOR CREATING FASHION ACCESSORIES AND ARTICLE MADE USING THE METHOD	201610090952.6 (China)
PlayMonster Group LLC	TOOL, KIT AND METHOD FOR CREATING FASHION ACCESSORIES AND ARTICLE MADE USING THE METHOD	12703376.9 (Europe)
PlayMonster Group LLC	LOOM AND METHOD FOR CREATING AN ARTICLE	201410602405.2 (China)
PlayMonster Group LLC	WALL STICKER 2D PLAYScape	16277259
PlayMonster Group LLC	ADVENTURE KIT	16262198
PlayMonster Group LLC	TARGET GAME AND METHOD OF PLAYING THE TARGET GAME	15360105
PlayMonster Group LLC	SOUNDS RECORDABLE/PLAYABLE DEVICE, PACKAGING, AND METHOD OF USE	13022722
PlayMonster Group LLC	SOUND RECORDABLE/PLAYABLE DEVICE AND METHOD OF USE	8208670
PlayMonster Group LLC	ARTIFICIAL NAIL SANITIZING SOLUTION	09775577
PlayMonster Group LLC	FASHION ACCESSORY AND KIT THEREFOR	11707120

**REGISTERED TRADEMARKS AND
PENDING TRADEMARK APPLICATIONS**

PlayMonster Group LLC	BIG LITTLE GAMES	88859450
PlayMonster Group LLC	FARKLE THE CLASSIC DICE-ROLLING RISK- TAKING GAME and Design 	85264185
PlayMonster Group LLC	LITTLE KNITTY BITTYS	90738545
PlayMonster Group LLC	TMI	90746152
PlayMonster Group LLC	ACTION PLATES	86821273
PlayMonster Group LLC	YARNIMALS	90523307
PlayMonster Group LLC	PRESTOMAGIX	90066765
PlayMonster Group LLC	GLOW TO SLEEP	86647858
PlayMonster Group LLC	CRAFTY CAKES	90396643
PlayMonster Group LLC	MAGNATAB	85595954
PlayMonster Group LLC	GRABOLO	86967312
PlayMonster Group LLC	MY FAIRY GARDEN and Design 	86686865
PlayMonster Group LLC	ROTODRAW	86914906
PlayMonster Group LLC	CRAFT TASTIC & Design 	86748085
PlayMonster Group LLC	PLAYMONSTER	86897854
PlayMonster Group LLC	AUTOMOBLOX	87195408
PlayMonster Group LLC	CRAFT CRUSH	86755701
PlayMonster Group LLC	FARKLE NANO	85831087
PlayMonster Group LLC	LOOPDEDOO	85215615
PlayMonster Group LLC	ROMPER ROOM	86982489
PlayMonster Group LLC	POPOIDS	86387929
PlayMonster Group LLC	ROOMINATE	85682299




**REGISTERED TRADEMARKS AND
PENDING TRADEMARK APPLICATIONS
(continued)**

PlayMonster Group LLC	SWAP!	78153626
PlayMonster Group LLC	MARBLEOCITY	86863257
PlayMonster Group LLC	WOOLY WILLY	76483076
PlayMonster Group LLC	POP! POP! PIANO	85796340
PlayMonster Group LLC	BUZZWORD	76397384
PlayMonster Group LLC	MIRARI	85763588
PlayMonster Group LLC	TINKINEER	86863254
PlayMonster Group LLC	HYPNOGIZMO	87293311
PlayMonster Group LLC	DON'T ROCK THE BOAT	87554469
PlayMonster Group LLC	DICTITIOUS	87535644
PlayMonster Group LLC	BUBBIMALS	88149218
PlayMonster Group LLC	PASS THE PUP	87711655
PlayMonster Group LLC	TECHNOKIT	85637401
PlayMonster Group LLC	RELATIVE INSANITY	87648044
PlayMonster Group LLC	FARKLE FLIP	86118670
PlayMonster Group LLC	IMPERIAL	78158154
PlayMonster Group LLC	MYPHONE	86118634
PlayMonster Group LLC	ANN WILLIAMS	87226253
PlayMonster Group LLC	FABLAB	88446893
PlayMonster Group LLC	BRAIN FART	87760238
PlayMonster Group LLC	FUZZY-FELT	87580434
PlayMonster Group LLC	LOOPDELOOM	86235142
PlayMonster Group LLC	MYLAND and Design 	87084735
PlayMonster Group LLC	LATCHKITS	88031242
PlayMonster Group LLC	YETI, SET, GO!	88026338
PlayMonster Group LLC	MYLAND	86845072
PlayMonster Group LLC	STITCHKITS	88069825
PlayMonster Group LLC	CYCLEX	86388557
PlayMonster Group LLC	CRAFT-TASTIC	86129735
PlayMonster Group LLC	FASHION PLATES	85897733
PlayMonster Group LLC	OK TO WAKE!	86471416
PlayMonster Group LLC	TEACH ME TIME!	86471380
PlayMonster Group LLC	UTTER NONSENSE	86210044
PlayMonster Group LLC	WHAT'S YOURS LIKE?	88169261
PlayMonster Group LLC	TOSS UP!	78363610
PlayMonster Group LLC	ROMPER ROOM	86759598
PlayMonster Group LLC	WATERFULS	87194039

**REGISTERED TRADEMARKS AND
PENDING TRADEMARK APPLICATIONS
(continued)**

PlayMonster Group LLC	ORANGUTWANG	87903421
PlayMonster Group LLC	AQUA DIVER	88026280
PlayMonster Group LLC	Y'ART	88078829
PlayMonster Group LLC	ULTRA DASH	88265980
PlayMonster Group LLC	KID O	86361755
PlayMonster Group LLC	THE ISLAND OF EL DORADO	88249869
PlayMonster Group LLC	YETI FORGETTI	88274989
PlayMonster Group LLC	FACE PAINTOOS	88286079
PlayMonster Group LLC	SPEAK AND SPELL	87056639
PlayMonster Group LLC	CHEESE DIP	86562997
PlayMonster Group LLC	SMART START	86562987
PlayMonster Group LLC	SPARKY	86563028
PlayMonster Group LLC	YETI IN MY SPAGHETTI	86561401
PlayMonster Group LLC	STINKY PIG	88442653
PlayMonster Group LLC	MELTDOWN	88026273
PlayMonster Group LLC	FULL CIRCLE	88275009
PlayMonster Group LLC	GOO ON MY SHOE	88274952
PlayMonster Group LLC	SPINTENSITY	88265261
PlayMonster Group LLC	THE THIEVES OF EL DORADO	88249883
PlayMonster Group LLC	BRIGHTBRUSH	88463119
PlayMonster Group LLC	FUZZIKINS	88442648
PlayMonster Group LLC	STACKTOPUS	88439577
PlayMonster Group LLC	FANTASTIC FLOWERS	87519615
PlayMonster Group LLC	BREAK IN	88508270
PlayMonster Group LLC	TRAILZ	88439603
PlayMonster Group LLC	WINDWARD	88265278
PlayMonster Group LLC	DRONE HOME	90033039
PlayMonster Group LLC	STICKER & CHILL	88644210
PlayMonster Group LLC	LAURI	73713623
PlayMonster Group LLC	FASHION PLATES (Principal Register)	90356433
PlayMonster Group LLC	KISS MY BASS	87694714
PlayMonster Group LLC	MY FAIRY GARDEN	90301347
PlayMonster Group LLC	RING IT ON!	90632816
PlayMonster Group LLC	NEIGHBORHOODIES	97122001
PlayMonster Group LLC	My Fairy Garden	6439835
PlayMonster Group LLC	OKAY, GENIUS...	97391443


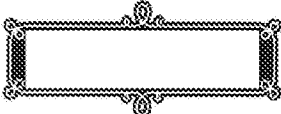
**REGISTERED TRADEMARKS AND
PENDING TRADEMARK APPLICATIONS
(continued)**

PlayMonster Group LLC	Design Only 	86668556
PlayMonster Group LLC	LOOPDEDOO SPIN BRACELETS IN MINUTES & Design 	87313317
PlayMonster Group LLC	LOOPDELOOM SPINNING LOOM MAKES WEAVING SIMPLE, FAST AND FUN & Design 	87313201
PlayMonster Group LLC	YOU DO	87235779
PlayMonster Group LLC	MEGA MISSION	88265731
PlayMonster Group LLC	ADVENTUREX	97443098
PlayMonster Group LLC	GO-TO-GAMES	97443101
PlayMonster Group LLC	PIGS ON TRAMPOLINES	97458238
PlayMonster Group LLC	FASHION FACES	97475255
PlayMonster Group LLC	SEE YOURSELF IN THE FACES OF FASHION FACES	97510119
PlayMonster Group LLC	FRAIDY CATS	97510139
PlayMonster Group LLC	TAKE 'N PLAY	97669539
PlayMonster Group LLC	CAMEOS	97700152
PlayMonster Group LLC	VINTAGE VIBES	97707191
PlayMonster Group LLC	STICKER IT UP	97744265
PlayMonster Group LLC	WILD SCENES	97753636
PlayMonster Group LLC	DIY CHANCE BRACELETS	97757465

**REGISTERED TRADEMARKS AND
PENDING TRADEMARK APPLICATIONS
(continued)**

PlayMonster Group LLC	GO-TO- GAMES	97858866
PlayMonster Group LLC	FAST BLAST	97864303
PlayMonster Group LLC	POP-A-TOPS	90037044
PlayMonster Group LLC	PLAY TOGETHER GAMES	88839398
PlayMonster Group LLC	FARKLE FRENZY	85088895
PlayMonster Group LLC	MALARKY	75253909
PlayMonster Group LLC	BIG DEAL	75837348
PlayMonster Group LLC	KID O	77221514
PlayMonster Group LLC	GO APE!	77358310
PlayMonster Group LLC	PATCH PALS CLUB	77491451
PlayMonster Group LLC	KID O	77622859
PlayMonster Group LLC	MIGHTY MONKEY	77837964
PlayMonster Group LLC	5 SECOND RULE	77850326
PlayMonster Group LLC	KID O	78478013
PlayMonster Group LLC	DESIGN 'N' DOODLE	85200133
PlayMonster Group LLC	SWIVEL	85200509
PlayMonster Group LLC	100 WACKY THINGS	85215837
PlayMonster Group LLC	LOCKTAGONS	85271984
PlayMonster Group LLC	BIG LITTLE GAMES	85325177
PlayMonster Group LLC	FLASH & FURIOUS	85421013
PlayMonster Group LLC	FINGER FLICKIN'	85570597
PlayMonster Group LLC	EASTER EGG-TIVITIES	85609711
PlayMonster Group LLC	PLANET SOCK MONKEY	85733576
PlayMonster Group LLC	FARKLE AROUND	85775033
PlayMonster Group LLC	STAR HARMONKEY	85796155
PlayMonster Group LLC	IMA BANANERD	85796163
PlayMonster Group LLC	EATON DEDD	85796179
PlayMonster Group LLC	LONG SOCK SILVER	85796185
PlayMonster Group LLC	M.O.N.K.	85796206
PlayMonster Group LLC	MAGENTA BEETSCH	85796217
PlayMonster Group LLC	WEE KEYS	85796324
PlayMonster Group LLC	SHIZZLE	85831026

**REGISTERED TRADEMARKS AND
PENDING TRADEMARK APPLICATIONS
(continued)**

PlayMonster Group LLC	CHAIN LETTERS	85831061
PlayMonster Group LLC	FIND YOUR INNER MONKEY	85831104
PlayMonster Group LLC	BOUNCY BOP	86112636
PlayMonster Group LLC	WIND-UP EGG PALS	86135895
PlayMonster Group LLC	FLIP FLOP	86276143
PlayMonster Group LLC	HYPER DASH	86317445
PlayMonster Group LLC	UTTER NONSENSE!	86329107
PlayMonster Group LLC	ALL IN	86419651
PlayMonster Group LLC		86329109
PlayMonster Group LLC		86668515
PlayMonster Group LLC	LATCHKITS	87009395
PlayMonster Group LLC	PADZOOKS	87009469
PlayMonster Group LLC	ROMPER STOMPERS	87056716
PlayMonster Group LLC	MIGHTY MEN AND MONSTER MAKER	87056750
PlayMonster Group LLC	SKEDOODLE	87057416
PlayMonster Group LLC	TWIRLOGRAPH	87057436
PlayMonster Group LLC	MY BUDDY	87091169
PlayMonster Group LLC	WONDERFUL WATERFULS	87194062
PlayMonster Group LLC	PRESTOMAGIX	87199066
PlayMonster Group LLC	SKETCH-A-GRAPH	87418686
PlayMonster Group LLC	REFLECT-A-SKETCH	87418723

**REGISTERED TRADEMARKS AND
PENDING TRADEMARK APPLICATIONS
(continued)**

PlayMonster Group LLC	MIXTRUMENTS	87428597
PlayMonster Group LLC	SHELLBY	87535615
PlayMonster Group LLC	ROCK THE BLOX	87648699
PlayMonster Group LLC	THE SMARTER, EASIER WAY TO ATTRACT TALENT	88016280
PlayMonster Group LLC	TOOBALLOOPA	88026252
PlayMonster Group LLC	BUTTS UP	88026304
PlayMonster Group LLC	MOTOCLUB	88026320
PlayMonster Group LLC	MAKE HAPPY	88205650
PlayMonster Group LLC	RUB-N-COLOR	88351946
PlayMonster Group LLC	FORT BLOX	88419192

**COPYRIGHT REGISTRATIONS AND
PENDING COPYRIGHT APPLICATIONS**

Owner	Copyright Name	Registration/Application Number
PlayMonster Group LLC	2019 Loopeddoo Packaging	VA0002198339
PlayMonster Group LLC	2019 Loopeddoo Pictures	VA0002202133
PlayMonster Group LLC	Bear Book	TX0008858613
PlayMonster Group LLC	Loopdedoo Instruction Manual	TX0008153145
PlayMonster Group LLC	Loopdedoo Packaging	VA0001962960
PlayMonster Group LLC	Loopdedoo Pictures	VA0001966337
PlayMonster Group LLC	Loopdeloom Instruction Manual	TX0008153148
PlayMonster Group LLC	Loopdeloom Packaging	VA0001967375
PlayMonster Group LLC	Loopdeloom Photos	VA0001966336
PlayMonster Group LLC	Updated Loopeddoo Packaging	VA0002096616
PlayMonster Group LLC	Updated Loopdeloom Packaging	VA0002097208
PlayMonster Group LLC	Yarn Unicorn Kit	VA0002188508
PlayMonster Group LLC	YOU DO PACKAGING	VA0002097637

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