

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM872744

<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>
KidKraft, Inc.		01/31/2024	Corporation: DELAWARE
Solowave Design Inc.		01/31/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GB Funding, LLC, as Administrative Agent		
<b>Street Address:</b>	101 Huntington Avenue, Suite 1100		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02199		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3260000		
<b>Serial Number:</b>	97769126	BEAT BOARD	
<b>Serial Number:</b>	87864111	BIG BACKYARD	
<b>Serial Number:</b>	78534248	BIG BACKYARD BY SOLOWAVE	
<b>Serial Number:</b>	87468807	EZ KRAFT ASSEMBLY	
<b>Serial Number:</b>	76558752	KIDKRAFT	
<b>Serial Number:</b>	86552251	KIDKRAFT	
<b>Serial Number:</b>	86604811	KIDKRAFT	
<b>Serial Number:</b>	90327631	KIDKRAFT	
<b>Serial Number:</b>	87616459		
<b>Serial Number:</b>	76558697		
<b>Serial Number:</b>	87616465		
<b>Serial Number:</b>	88151461	MADE FOR MAKE BELIEVE	
<b>Serial Number:</b>	87616455	KIDKRAFT	
<b>Serial Number:</b>	76558690	KIDKRAFT	
<b>Serial Number:</b>	87261039	TEENY HOUSE	
<b>Serial Number:</b>	87856998	CEDAR SUMMIT	
<b>Serial Number:</b>	85094619	CEDAR SUMMIT PREMIUM PLAY SETS	

CH \$465.00 3260000

**CORRESPONDENCE DATA****Fax Number:** 3129021061

*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:** 312-577-8438**Email:** raquel.haleem@katten.com**Correspondent Name:** Raquel Haleem c/o Katten Muchin Rosenman**Address Line 1:** 525 West Monroe Street**Address Line 4:** Chicago, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	Raquel Haleem
<b>SIGNATURE:</b>	/Raquel Haleem/
<b>DATE SIGNED:</b>	01/31/2024

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2024 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**” and, collectively, the “**Grantors**”) in favor of GB Funding, LLC, as successor to Antares Capital LP, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to that certain Amended and Restated First Lien Security Agreement, dated as of April 3, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors (as defined in the Security Agreement) and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided* that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“USPTO”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included all Proceeds, products, accessions, rents and profits of any and all of the foregoing, in whatever form.

**SECTION 2.1 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

### **SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than contingent obligations not yet due and owing). Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

### **SECTION 6. GOVERNING LAW**

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.


## **SECTION 7. COUNTERPARTS**

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor identified below has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

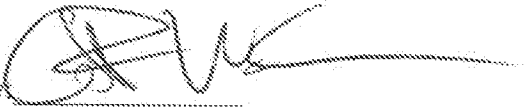
KIDKRAFT, INC.

By: 

Name: Geoffrey Walker

Title: President and Chief Executive Officer

SOLOWAVE DESIGN INC.

By: 

Name: Geoffrey Walker

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**GB FUNDING, LLC,**  
as Administrative Agent

By: 

Name: Kyle Shonak

Title: Manager

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008333 FRAME: 0840**

SCHEDULE A  
to


TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Owner
BEAT BOARD	United States of America	97769126	1/26/23	-	-	Pending	KidKraft, Inc.
BIG BACKYARD	United States of America	87/864,111	4/5/18	5616190	11/27/18	Registered	Solowave Design, Inc.
BIG BACKYARD BY SOLOWAVE	United States of America	78/534,248	12/17/04	3238854	5/8/07	Registered	Solowave Design, Inc.
EZ KRAFT ASSEMBLY	United States of America	87/468,807	5/30/17	6348302	5/11/21	Registered	KidKraft, Inc.
KIDKRAFT	United States of America	76/558,752	11/7/03	2980497	8/2/05	Registered	KidKraft, Inc.
KIDKRAFT	United States of America	86/552,251	3/3/15	4831199	10/13/15	Registered	KidKraft, Inc.
KIDKRAFT	United States of America	86/604,811	4/21/15	4836801	10/20/15	Registered	KidKraft, Inc.
KIDKRAFT	United States of America	90/327,631	11/18/20	6455176	8/17/21	Registered	KidKraft, Inc.



Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Owner
Kids/Star Solo Logo (B&W)	United States of America	87/616,459	9/20/17	5764409	5/28/19	Registered	KidKraft, Inc.
							
Kids/Star Solo Logo (B&W)	United States of America	76/558,697	11/7/03	2980496	8/2/05	Registered	KidKraft, Inc.
							
Kids/Star Solo Logo (in Color)	United States of America	87/616,465	9/20/17	5764410	5/28/19	Registered	KidKraft, Inc.
							
MADE FOR MAKE BELIEVE	United States of America	88/151,461	10/11/18	6125244	8/11/20	Registered	KidKraft, Inc.
Primary Go-To Logo (B&W)	United States of America	87/616,455	9/20/17	5764408	5/28/19	Registered	KidKraft, Inc.
							
Treehouse Design	United States of America	3260000	7/10/07	78/534,264	12/17/14	Registered	Solowave Design, Inc.
							

Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Status	Owner
Vertical Logo (B&W)  <b>KidKraft</b>	United States of America	76/558,690	11/7/03	2980495	8/2/05	Registered	KidKraft, Inc.
Teeny House	United States of America	87261039	12/7/16	5520345	7/27/28	Registered	KidKraft, Inc.
CEDAR SUMMIT	United States of America	87856998	3/30/18	5743107	5/7/19	Registered	Solowave Design, Inc.
CEDAR SUMMIT PREMIUM PLAY SETS	United States of America	85094619	7/28/2010	4524036	5/6/14	Registered	Solowave Design, Inc.