TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM348616

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wooky Entertainment Inc.		07/17/2015	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	CDP Investissements Inc.	
Street Address:	1000, place Jean-Paul-Riopelle	
Internal Address:	Bloc A, 12th Floor	
City:	Montreal, Quebec	
State/Country:	CANADA	
Postal Code:	H2Z 2B3	
Entity Type:	CORPORATION: CANADA	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3938642	COLOR FREEDOM
Registration Number:	3946201	THE FASHION CREATIVE TWEEN BRAND
Registration Number:	4334861	MIXY
Serial Number:	86178186	I-LOOM
Serial Number:	86265084	CHARMAZING
Serial Number:	86976494	CHARMAZING

CORRESPONDENCE DATA

2149783099 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: 214-978-3000

Email: daltmuspto@bakermckenzie.com

Correspondent Name: Justin P. Welch Address Line 1: 2001 Ross Avenue

Address Line 2: 2300 Trammell Crow Center

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	10081859-50087512
NAME OF SUBMITTER:	Justin P. Welch
SIGNATURE:	/justin p. welch/

DATE SIGNED:	07/20/2015
Total Attachments: 5	
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This Notice of Grant of Security Interest in Patents and Trademarks (this "Notice"), dated as of July 17, 2015, is made by Wooky Entertainment Inc., a corporation organized under the laws of Canada, also known as Divertissement Wooky Inc. (the "Grantor"), in favor of CDP Investissements Inc., a corporation organized under the laws of Quebec, Canada (the "Secured Party"; together with the Grantor, the "Parties").

Whereas the Grantor holds all right, title and interest in and to, (1) the trademarks listed on the attached <u>Schedule A</u> of this Notice, which trademarks are registered or applied for in the United States Patent and Trademark Office (as included within the definition of "Trademarks" given in the Security Agreement), and (2) the patents and patent applications listed on the attached <u>Schedule B</u> of this Notice, which patents and patent applications are registered or applied for in the United States Patent and Trademark Office (as included within the definition of "Patents" given in the Security Agreement); and

Whereas Grantor has entered into a Security Agreement, dated as of July 17, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of the Secured Party (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

Whereas, pursuant to the Security Agreement, the Grantor has granted to the Grantee a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the secured Obligations (as defined in the Security Agreement).

Whereas, pursuant to the Security Agreement, the Grantor has granted to the Grantee a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents, together with, among other things, all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Patent Collateral"), to secure the payment, performance and observance of the secured Obligations (as defined in the Security Agreement).

Therefore, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Grantor does hereby acknowledge publicly its grant of the

security interest in the Trademark Collateral and the Patent Collateral to the Grantee pursuant to the Security Agreement.

The Grantor hereby acknowledges and agrees that the security interest in the Trademark Collateral and the Patent Collateral may only be terminated in accordance with the terms of the Security Agreement or upon the consent of the Grantee.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademark Collateral and the Patent Collateral are more fully set forth in the Security Agreement.

The Grantor will perform such other and further acts when necessary to give effect to this Notice including, without limitation, the public filing or recordation thereof with the applicable public filing bodies.

This Notice shall be governed by, and construed in accordance with, the internal laws of the District of Columbia (without regard to its principles of conflicts of laws).

[Signature page follows.]

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In witness whereof, the Grantor has caused this Notice to be duly executed and delivered as of the date set forth above.

GRANTOR:

Wooky Entertainment Inc., a corporation organized under the laws of Canada, also known as Divertissement Wooky Inc.

 $\mathbf{B}\mathbf{y};$

Kevin Richer President

Schedule A

U.S. TRADEMARKS

Wooky Entertainment Inc.

Trademark	Reg. No. / App. No.
COLOR FREEDOM	3938642
THE FASHION CREATIVE TWEEN	3946201
BRAND	
MIXY	4334861
I-LOOM	86178186
CHARMAZING	86265084
CHARMAZING	86976494

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Schedule B

U.S. PATENTS

Wooky Entertainment Inc.

PATENTS

Patent	Issue Date	Patent Number
DEVICE FOR MAKING	May 26, 2015	9038673
WOVEN ARTICLE		

PATENT APPLICATIONS

Patent Application	Application Filing Date	Application Serial Number
DEVICE FOR WEAVING	June 13, 2014	US 14/304,201
STRINGING KIT FOR	Sept. 22, 2014	US 14/492,422
STRINGING A DECORATIVE	(claims priority to	
JEWELLERY ELEMENT,	U.S. Provisional	
CASING FOR USE IN THE	Application No.	
STRINGING KIT AND	61/883,394)	
METHOD OF STRINGING A		
DECORATIVE JEWELLERY		
KIT		

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RECORDED: 07/20/2015