

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WOOKY ENTERTAINMENT INC.		02/19/2016	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: 7			
Property Type	Number	Word Mark	
Serial Number:	86702249	CHARMAZING	
Serial Number:	86178186	I-LOOM	
Registration Number:	3938642	COLOR FREEDOM	
Registration Number:	4792096	CHARMAZING	
Registration Number:	4334861	MIXY	
Registration Number:	4222098	STYLE ME UP	
Registration Number:	3946201	THE FASHION CREATIVE TWEEN BRAND	
CORRESPONDENCE DATA			
Fax Number:	2149783000		
<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:	2149783000		
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		

CH \$190.00 86702249

NAME OF SUBMITTER:	Justin P. Welch
SIGNATURE:	/justin p. welch/
DATE SIGNED:	02/19/2016
Total Attachments: 5 source=WOOKY Notice of grant of US IP Security#page1.tif source=WOOKY Notice of grant of US IP Security#page2.tif source=WOOKY Notice of grant of US IP Security#page3.tif source=WOOKY Notice of grant of US IP Security#page4.tif source=WOOKY Notice of grant of US IP Security#page5.tif	

**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 February 19, 2016 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 Schedule A 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 Schedule B 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 February 19, 2016 (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).

The Security Agreement and this Notice shall supplement and shall not supersede, restrict or terminate any previous security agreement, or security interest or pledge, made or granted by the Grantor to or for the benefit of the Secured Party.


[Signature page follows.]

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.

By: 
Name: Kevin Richer
Title: President

Schedule A

U.S. TRADEMARKS

Wooky Entertainment Inc.

TRADEMARK REGISTRATIONS

Trademark	Registration Date	Registration Number
COLOR FREEDOM	March 29, 2011	3,938,642
CHARMAZING (Classes 9, 14)	August 11, 2015	4,792,096
MIXY	May 14, 2013	4,334,861
STYLE ME UP	October 9, 2012	4,222,098
THE FASHION CREATIVE TWEEN BRAND	April 12, 2011	3,946,201

TRADEMARK APPLICATIONS

Trademark Application	Application Filing Date	Application Serial Number
CHARMAZING (Class 25)	July 23, 2015	86/702,249
I-LOOM	January 29, 2014	86/178,186

Schedule B

U.S. PATENTS

Wooky Entertainment Inc.

PATENTS

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

PATENT APPLICATIONS

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