

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM481457

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Assignment and Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALPHA INTERNATIONAL, INC.		06/28/2018	Corporation: IOWA
J. LLOYD INTERNATIONAL, INC		06/28/2018	Corporation: IOWA
J K MANUFACTURING CO.		06/28/2018	Corporation: IOWA
J.K. PROPERTIES, LC		06/28/2018	Limited Liability Company: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sabal Palm Consulting, LLC		
<b>Street Address:</b>	1900 Sabal Palm Drive		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33432		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 184</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87934841	HOT CYCLE	
<b>Registration Number:</b>	4459262	THE ORIGINAL BIG WHEEL	
<b>Registration Number:</b>	4491605	MARCHON	
<b>Registration Number:</b>	4175620	METALCRAFT	
<b>Registration Number:</b>	4178749	EMPIRE TOYS	
<b>Registration Number:</b>	4178748	EMPIRE TOYS	
<b>Registration Number:</b>	4178741	CROCODILE MILE	
<b>Serial Number:</b>	85476774	BIG WHEEL KIDS	
<b>Registration Number:</b>	3356442	ANOTHER FINE QUALITY GEARBOX TOY	
<b>Registration Number:</b>	3308400	HORSE COUNTRY	
<b>Serial Number:</b>	78515544	MILITARY CLASSICS	
<b>Registration Number:</b>	3097303	THE MOST BEAUTIFUL HORSES IN THE WORLD	
<b>Registration Number:</b>	2858047	BIG WHEEL	
<b>Serial Number:</b>	78352022	BIG WHEEL KIDS	

OP \$4615.00 87934841

Property Type	Number	Word Mark
Serial Number:	78260717	HORSE COUNTRY
Serial Number:	78209392	MILITARY CLASSICS
Serial Number:	77545618	BW KIDS
Serial Number:	77544843	BIG WHEEL KIDS
Registration Number:	3659867	MARCHON
Serial Number:	77441991	MARCHON
Serial Number:	77361162	EMPIRE TOYS
Serial Number:	76573581	STURDIToy
Registration Number:	2714424	THE WORLD KNOWS NO BETTER QUALITY
Serial Number:	76134291	KEYSTONE
Serial Number:	76134289	IDEAL
Serial Number:	76134288	STRUTCO
Serial Number:	76134287	WOLVERINE
Serial Number:	76134047	CHEIN
Serial Number:	76134046	HUBLEY
Registration Number:	2707576	METALCRAFT
Serial Number:	76134044	STURDIToy
Serial Number:	76133417	WAYANDOTTE
Registration Number:	2583183	GEARBOX PEDAL CAR COMPANY CEDAR RAPIDS,
Registration Number:	2541428	GEARBOX PEDAL CAR COMPANY
Serial Number:	75655327	DRIVESHAFT
Registration Number:	2319887	ANOTHER FINE QUALITY GEARBOX TOY
Registration Number:	2312588	ANOTHER FINE QUALITY GEARBOX COLLECTIBLE
Registration Number:	2312580	WAVE JET
Registration Number:	2027095	
Registration Number:	2017786	GC
Registration Number:	2049111	BIG WHEEL
Serial Number:	75185235	ALPHA
Serial Number:	75185228	GEARBOX TOY ANOTHER FINE QUALITY
Serial Number:	75185227	GEARBOX ANOTHER FINE QUALITY COLLECTIBLE
Serial Number:	75185226	QUALITY ISN'T SOMETHING WE TOY AROUND WI
Registration Number:	2110008	FEED 'N NUZZLE
Registration Number:	2312106	GEARBOX
Registration Number:	1638498	CROCODILE MILE
Registration Number:	1706986	GRAND CHAMPIONS
Registration Number:	1491328	ENCHANTED KINGDOM
Registration Number:	1474292	WET'N WACKY
Registration Number:	1521121	BOOMERANG BUMP

Property Type	Number	Word Mark
Serial Number:	87708540	KID LEAGUE
Serial Number:	87708698	KID LEAGUE
Serial Number:	87545433	WIZARD
Registration Number:	4171778	TOOTSIETOY
Serial Number:	85488649	SILLY SURFERS
Registration Number:	4179223	SIGNATURE KIDS
Registration Number:	4400808	SIGNATURE KIDS
Registration Number:	4171687	PLAY-N-PRO
Registration Number:	4193439	SUZY HOMEMAKER
Registration Number:	3366948	WASHINGTON MINT
Registration Number:	3366905	TOOTSIETOY AMERICA'S OLDEST TOY COMPANY
Registration Number:	3366939	J. LLOYD INTERNATIONAL, INC.
Registration Number:	3320192	HYDRAULIC HOPPERS
Registration Number:	3198870	HAWK
Registration Number:	3196473	FORT KNOX
Registration Number:	3206744	KEYSTONE
Registration Number:	3082424	SNAP FIT
Registration Number:	3216662	AMERICA'S OLDEST TOY COMPANY
Registration Number:	3514380	SILLY SURFERS
Serial Number:	78824571	HOPALONG CASSIDY
Serial Number:	78818029	SILLY SOAKERS
Serial Number:	78775322	MINI WHEELS
Serial Number:	78773281	SILLY SURFERS
Serial Number:	78773037	FRANTICS
Serial Number:	78771863	SNOW WHITE AND THE SEVEN DWARFS
Serial Number:	78771836	B-LINE
Serial Number:	78771012	TWELVE DAYS OF CHRISTMAS
Serial Number:	78634235	HOTTIES
Registration Number:	3286870	HOTTIES
Serial Number:	78531664	KEYSTONE PACKARD PAT. APP FOR MADE IN B
Serial Number:	78531603	KEYSTONE DUMP TRUCK PAT. DEC. 15, 1925 B
Serial Number:	78531592	KEYSTONE PACKARD MODEL GUARANTEED GENUIN
Serial Number:	78531578	KEYSTONE BUILT BY KEY STONE MFG. CO, BOS
Serial Number:	78530759	DINKY TOYS OF YESTERYEAR
Serial Number:	78510159	DINKY TOYS
Registration Number:	3399371	URBAN NATION
Registration Number:	2599453	CALI CRUISER
Registration Number:	3649931	HEARTS 'N HOME

Property Type	Number	Word Mark
Serial Number:	77736712	FRANTICS
Serial Number:	77676856	TOOTSIETOY
Serial Number:	77668150	LIBBY LEE
Registration Number:	3411141	CLASSIC THOROUGHBREDS
Registration Number:	3391055	BEAUTY ISS.....
Registration Number:	3498800	WEIRD-OHS
Registration Number:	3551205	LITTLE HOUSEKEEPING SET
Registration Number:	3274096	CHEMTOY
Registration Number:	3289174	SUPERIOR
Registration Number:	3273577	TIMELESS BUBBLES
Registration Number:	3069752	HIDE AWAY
Registration Number:	2617456	PP
Registration Number:	2864463	TEENY TINY BUBBLES
Serial Number:	76612862	DAKOTA
Registration Number:	3014687	LITTLE HOUSEKEEPING SET
Serial Number:	76611932	BIZZY BUDDIES
Registration Number:	3209894	JENNY
Registration Number:	2928615	POCKET HOPPER
Registration Number:	2874105	MOTOR WHEELS
Registration Number:	2874104	SIGNATURE KIDS
Registration Number:	2881108	BERKSHIRE HOUSE
Registration Number:	2859633	BUBBLE TORNADO
Serial Number:	76510102	BUBBLE CHOO CHOO
Registration Number:	2866173	BUBBLE BLIZZARD
Registration Number:	2846210	SPIKE RACERS
Registration Number:	2617907	LEFT COAST LEGENDS
Registration Number:	2772187	PLAY-N-PRO
Serial Number:	76208324	TINY BUBBLES
Registration Number:	2610527	AMERICAN PIONEER
Registration Number:	2586471	TERROR-RISERS
Registration Number:	2579820	BUBBLE BUGS
Registration Number:	2450937	POWER RIGS
Registration Number:	2682206	MILLION BUBBLES
Registration Number:	2464923	TOOTSIETOY FUN PURE AND SIMPLE
Registration Number:	2440800	FIELD KING
Registration Number:	2501412	TILT N TURN
Registration Number:	2393622	ARE YOU NUTS!?
Registration Number:	2575029	AMERICAN WEST

Property Type	Number	Word Mark
Registration Number:	2589055	WONDER GRIP
Registration Number:	2395553	WOOD BUILDERS
Registration Number:	2550572	FUN...PURE AND SIMPLE
Registration Number:	2613075	TOOTSIETOY FUN.. .PURE AND SIMPLE
Registration Number:	2404878	GROW & RIDE
Registration Number:	2465033	FUN. . . PURE AND SIMPLE
Registration Number:	2409373	MIGHTY WHEELS
Registration Number:	2409372	SCOOT & GO
Registration Number:	2413018	PULL BACK AND GO
Registration Number:	2414446	SAFE START
Registration Number:	2236857	PUSH, PEDAL & RIDE TRIKE
Registration Number:	2216535	AFTERNOON TEA
Registration Number:	2242752	WEDDING MOMENTS
Registration Number:	2224356	ENGLISH BREAKFAST
Registration Number:	2301514	LITTLE GOURMET
Registration Number:	2277332	SUPER-SNAP
Registration Number:	2296372	HEARTS 'N HOME
Registration Number:	2385873	SUZY HOMEMAKER
Registration Number:	2118615	HEAVY HAULER
Registration Number:	1731284	KID LEAGUE
Registration Number:	1873345	BLOW-LOONS
Registration Number:	2118645	BRITE-LITE
Registration Number:	1826474	WEIRD-OHS
Registration Number:	1785684	HARD BODY DIE-CAST METAL TOUGH!
Registration Number:	1958662	LIL' GARDENER
Registration Number:	1911542	TIM MEE TOY
Registration Number:	1895191	TIM MEE TOY
Registration Number:	1902863	MARSHAL
Registration Number:	1993862	COLORQUEST
Registration Number:	1874764	WONDER BOUNCERS
Registration Number:	1911538	LOTSA FUN
Registration Number:	1933706	BUBBLE FLYER
Registration Number:	1926916	BUBBLE FORCE
Registration Number:	1928545	COMET FLYER
Registration Number:	1740629	LOVE MY DOLLY
Registration Number:	1663518	FASHION GIRL
Registration Number:	1472504	HARD BODY
Registration Number:	1279091	MAGIC WAND

Property Type	Number	Word Mark
Registration Number:	1263108	BUBBLE MAGIC
Registration Number:	1190805	LOTSA'WAYS
Registration Number:	1175688	RUBY'S
Registration Number:	1521977	PLANTSTERS
Registration Number:	1497868	FIFTH AVENUE GIRL
Registration Number:	1499517	NOGGINS
Registration Number:	1456030	WHY NOT PARTY?
Registration Number:	1342886	GRASSHOPPER
Registration Number:	1143528	FAT KATS
Registration Number:	1084133	KEEP ON TRUCKING
Registration Number:	0554476	WONDER
Registration Number:	0933860	JAM PAC
Registration Number:	0920598	HITCH-UPS
Registration Number:	0833494	C-LEAK
Registration Number:	0820666	MERRY RIDER
Registration Number:	0652689	STROMBECKER
Registration Number:	0505201	TOOTSIETOY
Registration Number:	0365092	TOOTSIETOY

#### CORRESPONDENCE DATA

**Fax Number:** 8009144240

*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:** 6142803562

**Email:** ted.mulligan@wolterskluwer.com

**Correspondent Name:** Mulligan Ted

**Address Line 1:** 4400 Easton Commons Way, Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Ted Mulligan
<b>SIGNATURE:</b>	/ted mulligan/
<b>DATE SIGNED:</b>	07/11/2018

#### Total Attachments: 26

source=Trademarks ALPHA#page1.tif  
source=Trademarks ALPHA#page2.tif  
source=Trademarks ALPHA#page3.tif  
source=Trademarks ALPHA#page4.tif  
source=Trademarks ALPHA#page5.tif  
source=Trademarks ALPHA#page6.tif  
source=Trademarks ALPHA#page7.tif  
source=Trademarks ALPHA#page8.tif  
source=Trademarks ALPHA#page9.tif

source=Trademarks ALPHA#page10.tif  
source=Trademarks ALPHA#page11.tif  
source=Trademarks ALPHA#page12.tif  
source=Trademarks ALPHA#page13.tif  
source=Trademarks ALPHA#page14.tif  
source=Trademarks ALPHA#page15.tif  
source=Trademarks ALPHA#page16.tif  
source=Trademarks ALPHA#page17.tif  
source=Trademarks ALPHA#page18.tif  
source=Trademarks ALPHA#page19.tif  
source=Trademarks ALPHA#page20.tif  
source=Trademarks ALPHA#page21.tif  
source=Trademarks ALPHA#page22.tif  
source=Trademarks ALPHA#page23.tif  
source=Trademarks ALPHA#page24.tif  
source=Trademarks ALPHA#page25.tif  
source=Trademarks ALPHA#page26.tif

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

ALPHA INTERNATIONAL, INC.

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☒ Corporation- State: Iowa  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☒ Yes ☐ No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 28, 2018

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes

☒ No

Name: Sabal Palm Consulting, LLC

Street Address: 1900 Sabal Palm Drive

City: Boca Raton

State: FL

Country: USA Zip: 33432

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☐ Association Citizenship \_\_\_\_\_  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other LLC Citizenship Florida

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Exhibit A

See Exhibit A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

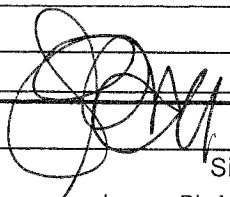
State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Docket Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### 9. Signature:



Signature

Joanne BL Arnold

Name of Person Signing

### 6. Total number of applications and registrations involved:

184

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- ☐ Authorized to be charged to deposit account  
☐ Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

June 28, 2018

Date

Total number of pages including cover sheet, attachments, and document:

26



Additional names of conveying parties:

J. LLOYD INTERNATIONAL, INC, an Iowa corporation

J K MANUFACTURING CO., an Iowa corporation

J.K. PROPERTIES, LC, an Iowa limited liability company

**TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT** (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, this “**Agreement**”) is made this 28th day of June, 2018 among **ALPHA INTERNATIONAL, INC.**, an Iowa corporation (“**Alpha**”), **J. LLOYD INTERNATIONAL, INC.**, an Iowa corporation (“**J. Lloyd**”), **J K MANUFACTURING CO.**, an Iowa corporation (“**Manufacturing**”), and **J.K. PROPERTIES, LC**, an Iowa limited liability company (“**Properties**” and together with Alpha, J. Lloyd, and Manufacturing, individually and collectively, jointly and severally, the “**Borrowers**”), and **SABAL PALM CONSULTING, LLC** (including its successors and assigns, “**Lender**”).

**W I T N E S S E T H :**

**WHEREAS**, Lender has entered or is about to enter into financing arrangements with Borrowers as more fully set forth in that certain Term Loan Agreement, dated as of the date hereof (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “**Loan Agreement**”), and all other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the “**Loan Documents**”);

**WHEREAS**, pursuant to such Loan Agreement and Loan Documents, Lender may make loans and advances, and may provide other financial accommodations to Borrowers; and

**WHEREAS**, in order to induce Lender to enter into the Loan Agreement and the other Loan Documents and to provide other financial accommodations to Borrowers pursuant thereto, Borrowers have agreed to grant to Lender certain collateral security as set forth herein;

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers hereby agree as follows:

**1. DEFINED TERMS**

All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

**2. GRANT OF SECURITY INTEREST**

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations, Borrowers hereby grant to Lender, for itself and its affiliates, a collateral security interest in and a general lien upon, and a conditional assignment of, all of Borrowers’ right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “**Collateral**”): (a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements

or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Borrowers' business symbolized by the foregoing or connected therewith, and (vi) all of Borrowers' rights corresponding thereto throughout the world (collectively, the "**Trademarks**"); (b) all Trademark Licenses (as hereinafter defined); (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Borrowers against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office (the "**USPTO**") of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. For the purposes of this Agreement, "**Trademark License**" means (a) any licenses or other similar rights provided to Borrowers in or with respect to any Trademark owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Trademark owned or controlled by Borrowers, in each case, including (i) the license agreements listed on Exhibit B, and (ii) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Lender's rights under the Loan Documents.

### 3. **OBLIGATIONS SECURED**

The security interest, lien and other interests granted to Lender pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all Obligations.

### 4. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

Borrowers hereby represent, warrant and covenant with and to Lender the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding) the truth and accuracy of which, or compliance therewith, being a continuing condition of the making of loans and advances and other financial accommodations by Lender to Borrowers under the Loan Documents:

(a) Borrowers shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Borrowers own the sole, full and clear title thereto (subject to Permitted Liens), and the right and power to grant the security interest and conditional assignment granted hereunder. Borrowers shall, at Borrowers' sole expense, perform all acts and execute all documents necessary or, in Lender's sole and absolute discretion, advisable to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain all of the Collateral as valid and subsisting, including the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder, (ii) security interests expressly permitted under the Loan Agreement and (ii) the licenses permitted under Section 4(e) below.

(c) Borrowers shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to

the Collateral, or otherwise dispose of any of the Collateral, other than Permitted Liens and the Trademark Licenses listed on Exhibit B. Nothing in this Agreement shall be deemed a consent by Lender to any such action, except as such action is expressly permitted hereunder.

(d) Borrowers shall, at Borrowers' sole expense, promptly perform all acts and execute all documents requested at any time by Lender to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Borrowers hereby authorize Lender to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Lender or as otherwise determined by Lender. Borrowers further authorize Lender to have this Agreement or any other similar security agreement filed with the USPTO or any other appropriate federal, state or local government office.

(e) As of the date hereof, Borrowers do not have any Trademarks registered, or the subject of pending applications, in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and have not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Borrowers shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Lender one (1) original of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender hereunder.

(g) Lender may, in its sole and absolute discretion, pay any amount or do any act which Borrowers fail to pay or do as required hereunder or as requested by Lender to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Borrowers shall be liable to Lender for any such payment, which payment shall be deemed an advance by Lender to Borrowers, shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Borrowers to Lender set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Borrowers shall not file any application for the registration of a Trademark with the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Borrowers have given Lender thirty (30) days prior written notice of such action. If, after the date hereof, Borrowers shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 2 hereof shall automatically apply thereto. Upon the request of Lender, Borrowers shall promptly execute and deliver to Lender any and all assignments, agreements, instruments, documents and such other papers as may be requested by Lender to evidence the security interests in and conditional assignment of such Trademark in favor of Lender.

(i) Borrowers have not abandoned any of the Trademarks and Borrowers shall not do any act, nor omit to do any act, whereby the Trademarks may become invalidated, unenforceable, avoided or avoidable. Borrowers shall notify Lender immediately if Borrowers know or have reason to know of any reason why any application, registration or recording with respect to the Trademarks may become canceled, invalidated, avoided or avoidable, or why any application may not be granted.

(j) Borrowers shall render any assistance, as Lender shall determine is necessary or advisable, to Lender in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Borrowers' exclusive property and to protect Lender's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.

(k) No infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Lender, including the validity, priority or perfection of the security interest granted herein or the remedies of Lender hereunder. There has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding. Borrowers shall promptly notify Lender if Borrowers (or any affiliate thereof) learn of any act by any Person which infringes, or which may be reasonably likely to infringe, upon any Trademark. If requested by Lender, Borrowers, at Borrowers' sole expense, shall join with Lender in such action as Lender, in Lender's sole and absolute discretion, may deem advisable for the protection of Lender's interest in and to any or all of the Trademarks.

(l) Borrowers assume all responsibility and liability arising from the use of the Trademarks and Borrowers hereby indemnify and hold Lender harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Borrowers (or any affiliate thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or service by Borrowers (or any affiliate thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement and any other Loan Document.

(m) Borrowers shall promptly pay Lender for any and all expenditures made by Lender pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the highest rate then applicable to the indebtedness of Borrowers to Lender set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

## **5. RIGHTS AND REMEDIES**

Upon the occurrence of an Event of Default, and at any time thereafter, in addition to all other rights and remedies of Lender, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, Lender shall have the following rights and remedies which may be exercised without notice to, or consent by, Borrowers except as such notice or consent is expressly provided for hereunder:

(a) Lender may require that neither Borrowers nor any affiliate of Borrowers make any use of the Trademarks for any purpose whatsoever. Lender may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Lender by Borrowers or any affiliate of Borrowers or for such other reason as Lender may determine.

(b) Lender may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Lender shall in its sole and absolute discretion deem

appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Lender may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Borrowers of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Borrowers of any proposed disposition shall be deemed reasonable notice thereof and Borrowers waive any other notice with respect thereto. Lender shall have the power to buy the Collateral or any part thereof, and Lender shall also have the power to execute assurances and perform all other acts which Lender may, in its sole and absolute discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Lender may at any time execute and deliver on behalf of Borrowers, pursuant to the authority granted in the Powers of Attorney described in Section 4(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Borrowers agree to pay Lender on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Borrowers agree that Lender has no obligation to preserve rights to the Trademarks against any other parties.

(e) Lender may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including attorneys' fees and all legal, travel and other expenses which may be incurred by Lender. Thereafter, Lender may apply any remaining proceeds to such of the Obligations as Lender may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Borrowers shall remain liable for any such deficiency and shall pay Lender on demand any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Borrowers to Lender set forth in the Loan Agreement.

(f) Borrowers shall supply to Lender or to Lender's designee, Borrowers' knowledge and expertise relating to the manufacture, sale and distribution of the products and rendition of services to which the Trademarks relate.

(g) Nothing contained herein shall be construed as requiring Lender to take any action at any time. All of Lender's rights and remedies, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

**6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW**

(a) This Agreement is made and is to be performed under the laws of the State of New York and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York. Borrowers and Lender irrevocably waive all claims, obligations and defenses that Borrower or Lender, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of Lender to bring proceedings against Borrowers in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be

issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) BORROWERS DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Borrowers waive presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(d) Lender shall not have any liability to Borrowers (whether in tort, contract, equity or otherwise) for losses suffered by Borrowers in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith.

## **7. MISCELLANEOUS**

(a) All notices and communications hereunder shall be given or made to the parties at their respective addresses set forth on the signature page below, or at such other address as the addressee may hereafter specify for the purpose of written notice to the other party hereto. Such notices and communications shall be effectively given by Lender when and if given in writing and delivered to the address set forth herein, delivered by facsimile or duly deposited in the mail with first class postage prepaid.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word "Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person's successors and assigns.

(c) This Agreement binds and is for the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, except that Borrowers shall not have the right to assign Borrowers' rights hereunder or any interest herein without Lender's prior written consent.

(d) The rights, powers and remedies provided in this Agreement and in the other Loan Documents are cumulative, may be exercised concurrently, or separately, may be exercised from time to time and in such order as Lender shall determine, subject to the provisions of this Agreement, and are in

addition to, and not exclusive of, the rights, powers, and remedies provided by existing or future applicable laws. Lender's failure or delay to exercise or enforce, in whole or in part, any right, power or remedy under this Agreement or any other Loan Document, shall not constitute a waiver thereof, nor preclude any other or further exercise thereof.

(e) In the event any provision of this Agreement (or any part of any provision) is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had not been contained in this Agreement, but only to the extent it is invalid, illegal or unenforceable.

(f) This Agreement is the result of full and complete negotiation at arm's length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the "drafter" of this Agreement for the purpose of construing the terms, conditions or obligations set forth herein. This Agreement is intended by Lender and Borrowers to be a complete, exclusive and final expression of the agreements contained herein. Neither Lender nor Borrowers shall hereafter have any rights under any prior agreements pertaining to the matters addressed by this Agreement but shall look solely to this Agreement for definition and determination of all of their respective rights, liabilities and responsibilities under this Agreement. This Agreement cannot be changed, modified or amended in any respect except by a writing executed by the party to be charged. Borrowers acknowledge that Borrowers have been advised by counsel in connection with the execution of this Agreement and the other Loan Documents and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

[Signature Page Follows]



IN WITNESS WHEREOF, Borrowers and Lender have executed this Agreement as of the day and year first above written.

BORROWERS:

ALPHA INTERNATIONAL, INC.

By: [Signature] pres  
Name:  
Title:

J. LLOYD INTERNATIONAL. INC

By: [Signature] Pres  
Name:  
Title:

J K MANUFACTURING CO.

By: [Signature] Pres  
Name:  
Title:

J.K. PROPERTIES, LC

By: [Signature] MANAGER  
Name:  
Title:

LENDER:

SABAL PALM CONSULTING, LLC

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Borrowers and Lender have executed this Agreement as of the day and year first above written.

BORROWERS:

**ALPHA INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**J. LLOYD INTERNATIONAL, INC**

By: \_\_\_\_\_  
Name:  
Title:

**J K MANUFACTURING CO.**


By: \_\_\_\_\_  
Name:  
Title:

**J.K. PROPERTIES, LC**

By: \_\_\_\_\_  
Name:  
Title:

LENDER:

**SABAL PALM CONSULTING, LLC**

By:  \_\_\_\_\_  
Name: Eric Rosen  
Title: MANAGING MEMBER

Trademark Assignment Agreement

**TRADEMARK**  
**REEL: 006415 FRAME: 0901**

**EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**TRADE NAMES, REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS,  
REGISTERED SERVICE MARKS AND SERVICE MARK APPLICATIONS**

Grantor	Trademark	Country	Serial/Registration Number	Filing/Registration Date
Alpha International, Inc.	HOT CYCLE	USA	87934841	May 24, 2018
Alpha International, Inc.	THE ORIGINAL BIG WHEEL	USA	4459262	December 31, 2013
Alpha International, Inc.	MARCHON	USA	4491605	March 4, 2014
Alpha International, Inc.	METALCRAFT	USA	4175620	July 17, 2012
Alpha International, Inc.	EMPIRE TOYS	USA	4178749	July 24, 2012
Alpha International, Inc.	EMPIRE TOYS	USA	4178748	July 24, 2012
Alpha International, Inc.	CROCODILE MILE	USA	4178741	July 24, 2012
Alpha International, Inc.	BIG WHEEL KIDS	USA	85476774	November 18, 2011
Alpha International, Inc.	ANOTHER FINE QUALITY GEARBOX TOY	USA	3356442	December 18, 2007
Alpha International, Inc.	HORSE COUNTRY	USA	3308400	October 9, 2007
Alpha International, Inc.	MILITARY CLASSICS	USA	78515544	November 11, 2004
Alpha International, Inc.	THE MOST BEAUTIFUL HORSES IN THE WORLD	USA	3097303	May 30, 2006
Alpha International, Inc.	BIG WHEEL	USA	2858047	June 29, 2004
Alpha International, Inc.	BIG WHEEL KIDS	USA	78352022	January 14, 2004
Alpha International, Inc.	HORSE COUNTRY	USA	78260717	June 10, 2003
Alpha International, Inc.	MILITARY CLASSICS	USA	78209392	January 31, 2003
Alpha International, Inc.	BW KIDS	USA	77545618	August 13, 2008

Trademark Assignment Agreement

**TRADEMARK  
REEL: 006415 FRAME: 0902**

Alpha International, Inc.	BIG WHEEL KIDS	USA	77544843	August 12, 2008
Alpha International, Inc.	MARCHON	USA	3659867	July 28, 2009
Alpha International, Inc.	MARCHON	USA	77441991	April 7, 2008
Alpha International, Inc.	EMPIRE TOYS	USA	77361162	December 28, 2007
Alpha International, Inc.	STURDITOY	USA	76573581	February 2, 2004
Alpha International, Inc.	THE WORLD KNOWS NO BETTER QUALITY	USA	2714424	May 6, 2003
Alpha International, Inc.	KEYSTONE	USA	76134291	September 25, 2000
Alpha International, Inc.	IDEAL	USA	76134289	September 25, 2000
Alpha International, Inc.	STRUTCO	USA	76134288	September 25, 2000
Alpha International, Inc.	WOLVERINE	USA	76134287	September 25, 2000
Alpha International, Inc.	CHEIN	USA	76134047	September 25, 2000
Alpha International, Inc.	HUBLEY	USA	76134046	September 25, 2000
Alpha International, Inc.	METALCRAFT	USA	2707576	April 15, 2003
Alpha International, Inc.	STURDITOY	USA	76134044	September 25, 2000
Alpha International, Inc.	WAYANDOTTE	USA	76133417	September 25, 2000
Alpha International, Inc.	GEARBOX PEDAL CAR COMPANY CEDAR RAPIDS, IOWA	USA	2583183	June 18, 2002
Alpha International, Inc.	GEARBOX PEDAL CAR COMPANY	USA	2541428	February 19, 2002
Alpha International, Inc.	DRIVESHAFT	USA	75655327	March 8, 1999
Alpha International, Inc.	ANOTHER FINE QUALITY GEARBOX TOY	USA	2319887	February 15, 2000

Trademark Assignment Agreement

**TRADEMARK**  
**REEL: 006415 FRAME: 0903**

Alpha International, Inc.	ANOTHER FINE QUALITY GEARBOX COLLECTIBLE	USA	2312588	January 25, 2000
Alpha International, Inc.	WAVE JET	USA	2312580	January 25, 2000
Alpha International, Inc.		USA	2027095	December 31, 1996
Alpha International, Inc.	GC	USA	2017786	November 19, 1996
Alpha International, Inc.	BIG WHEEL	USA	2049111	April 1, 1997
Alpha International, Inc.	ALPHA	USA	75185235	October 22, 1996
Alpha International, Inc.	GEARBOX TOY ANOTHER FINE QUALITY	USA	75185228	October 22, 1996
Alpha International, Inc.	GEARBOX ANOTHER FINE QUALITY COLLECTIBLE	USA	75185227	October 22, 1996
Alpha International, Inc.	QUALITY ISN'T SOMETHING WE TOY AROUND WITH	USA	75185226	July 21, 1998
Alpha International, Inc.	FEED 'N NUZZLE	USA	2110008	October 28, 1997
Alpha International, Inc.	GEARBOX	USA	2312106	January 25, 2000
Alpha International, Inc.	CROCODILE MILE	USA	1638498	March 19, 1991
Alpha International, Inc.	GRAND CHAMPIONS	USA	1706986	August 11, 1992
Alpha International, Inc.	ENCHANTED KINGDOM	USA	1491328	June 7, 1988
Alpha International, Inc.	WET'N WACKY	USA	1474292	January 26, 1988

Trademark Assignment Agreement

**TRADEMARK**  
**REEL: 006415 FRAME: 0904**

Alpha International, Inc.	BOOMERANG BUMP	USA	1521121	January 17, 1989
J. LLOYD INTERNATIONAL, INC.	KID LEAGUE	USA	87708540	December 5, 2017
J. LLOYD INTERNATIONAL, INC.	KID LEAGUE	USA	87708698	December 5, 2017
J. LLOYD INTERNATIONAL, INC.	WIZARD	USA	87545433	July 27, 2017
J. LLOYD INTERNATIONAL, INC.	TOOTSIETOY	USA	4171778	July 10, 2012
J. LLOYD INTERNATIONAL, INC.	SILLY SURFERS	USA	85488649	December 6, 2011
J. LLOYD INTERNATIONAL, INC.	SIGNATURE KIDS	USA	4179223	July 24, 2012
J. LLOYD INTERNATIONAL, INC.	SIGNATURE KIDS	USA	4400808	September 10, 2013
J. LLOYD INTERNATIONAL, INC.	PLAY-N-PRO	USA	4171687	July 10, 2012
J. LLOYD INTERNATIONAL, INC.	SUZY HOMEMAKER	USA	4193439	August 21, 2012
J. LLOYD INTERNATIONAL, INC.	WASHINGTON MINT	USA	3366948	January 8, 2008
J. LLOYD INTERNATIONAL, INC.	TOOTSIETOY AMERICA'S OLDEST TOY COMPANY	USA	3366905	January 8, 2008
J. LLOYD INTERNATIONAL, INC.	J. LLOYD INTERNATIONAL, INC.	USA	3366939	January 8, 2008
J. LLOYD INTERNATIONAL, INC.	HYDRAULIC HOPPERS	USA	3320192	October 23, 2007
J. LLOYD INTERNATIONAL, INC.	HAWK	USA	3198870	January 16, 2007
J. LLOYD INTERNATIONAL, INC.	FORT KNOX	USA	3196473	January 9, 2007

Trademark Assignment Agreement

**TRADEMARK**  
**REEL: 006415 FRAME: 0905**

J. LLOYD INTERNATIONAL, INC.	KEYSTONE	USA	3206744	February 6, 2007
J. LLOYD INTERNATIONAL, INC.	SNAP FIT	USA	3082424	April 18, 2006
J. LLOYD INTERNATIONAL, INC.	AMERICA'S OLDEST TOY COMPANY	USA	3216662	March 6, 2007
J. LLOYD INTERNATIONAL, INC.	SILLY SURFERS	USA	3514380	October 7, 2008
J. LLOYD INTERNATIONAL, INC.	HOPALONG CASSIDY	USA	78824571	February 27, 2006
J. LLOYD INTERNATIONAL, INC.	SILLY SOAKERS	USA	78818029	February 17, 2006
J. LLOYD INTERNATIONAL, INC.	MINI WHEELS	USA	78775322	December 16, 2005
J. LLOYD INTERNATIONAL, INC.	SILLY SURFERS	USA	78773281	December 14, 2005
J. LLOYD INTERNATIONAL, INC.	FRANTICS	USA	78773037	December 14, 2005
J. LLOYD INTERNATIONAL, INC.	SNOW WHITE AND THE SEVEN DWARFS	USA	78771863	December 13, 2005
J. LLOYD INTERNATIONAL, INC.	B-LINE	USA	78771836	December 13, 2005
J. LLOYD INTERNATIONAL, INC.	TWELVE DAYS OF CHRISTMAS	USA	78771012	December 12, 2005
J. LLOYD INTERNATIONAL, INC.	HOTTIES	USA	78634235	May 20, 2005
J. LLOYD INTERNATIONAL, INC.	HOTTIES	USA	3286870	August 28, 2007
J. LLOYD INTERNATIONAL, INC.	KEYSTONE PACKARD PAT. APP FOR MADE IN BOSTON	USA	78531664	December 13, 2004

Trademark Assignment Agreement

**TRADEMARK**  
**REEL: 006415 FRAME: 0906**

J. LLOYD INTERNATIONAL, INC.	KEYSTONE DUMP TRUCK PAT. DEC. 15, 1925 BUILT BY KEYSTONE MFG., CO., BOSTON, MASS., U.S.A.	USA	78531603	December 13, 2004
J. LLOYD INTERNATIONAL, INC.	KEYSTONE PACKARD MODEL GUARANTEED GENUINE KEYSTONE TOY BUILT BY KEYSTONE MFG. CO. BOSTON MASS. U.S.A.	USA	78531592	December 13, 2004
J. LLOYD INTERNATIONAL, INC.	KEYSTONE BUILT BY KEY STONE MFG. CO, BOSTON, MASS, U.S.A.	USA	78531578	December 13, 2004
J. LLOYD INTERNATIONAL, INC.	DINKY TOYS OF YESTERYEAR	USA	78530759	December 10, 2004
J. LLOYD INTERNATIONAL, INC.	DINKY TOYS	USA	78510159	November 2, 2004
J. LLOYD INTERNATIONAL, INC.	URBAN NATION	USA	3399371	March 18, 2008
J. LLOYD INTERNATIONAL, INC.	CALI CRUISER	USA	2599453	July 23, 2002
J. LLOYD INTERNATIONAL, INC.	HEARTS 'N HOME	USA	3649931	July 7, 2009
J. LLOYD INTERNATIONAL, INC.	FRANTICS	USA	77736712	May 14, 2009
J. LLOYD INTERNATIONAL, INC.	TOOTSIETOY	USA	77676856	February 24, 2009
J. LLOYD INTERNATIONAL, INC.	LIBBY LEE	USA	77668150	February 11, 2009
J. LLOYD INTERNATIONAL, INC.	CLASSIC THOROUGHBREDS	USA	3411141	April 8, 2008
J. LLOYD INTERNATIONAL, INC.	BEAUTY ISS.....	USA	3391055	March 4, 2008
J. LLOYD INTERNATIONAL, INC.	WEIRD-OHS	USA	3498800	September 9, 2008
J. LLOYD INTERNATIONAL, INC.	LITTLE HOUSEKEEPING SET	USA	3551205	December 23, 2008

Trademark Assignment Agreement

**TRADEMARK**  
**REEL: 006415 FRAME: 0907**



J. LLOYD INTERNATIONAL, INC.	CHEMTOY	USA	3274096	August 7, 2007
J. LLOYD INTERNATIONAL, INC.	SUPERIOR	USA	3289174	September 4, 2007
J. LLOYD INTERNATIONAL, INC.	TIMELESS BUBBLES	USA	3273577	August 7, 2007
J. LLOYD INTERNATIONAL, INC.	HIDE AWAY	USA	3069752	March 21, 2006
J. LLOYD INTERNATIONAL, INC.	PP	USA	2617456	September 10, 2002
J. LLOYD INTERNATIONAL, INC.	TEENY TINY BUBBLES	USA	2864463	July 20, 2004
J. LLOYD INTERNATIONAL, INC.	DAKOTA	USA	76612862	September 27, 2004
J. LLOYD INTERNATIONAL, INC.	LITTLE HOUSEKEEPING SET	USA	3014687	November 15, 2005
J. LLOYD INTERNATIONAL, INC.	BIZZY BUDDIES	USA	76611932	September 20, 2004
J. LLOYD INTERNATIONAL, INC.	JENNY	USA	3209894	February 20, 2007
J. LLOYD INTERNATIONAL, INC.	POCKET HOPPER	USA	2928615	March 1, 2005
J. LLOYD INTERNATIONAL, INC.	MOTOR WHEELS	USA	2874105	August 17, 2004
J. LLOYD INTERNATIONAL, INC.	SIGNATURE KIDS	USA	2874104	August 17, 2004
J. LLOYD INTERNATIONAL, INC.	BERKSHIRE HOUSE	USA	2881108	September 7, 2004
J. LLOYD INTERNATIONAL, INC.	BUBBLE TORNADO	USA	2859633	July 6, 2004
J. LLOYD INTERNATIONAL, INC.	BUBBLE CHOO CHOO	USA	76510102	April 28, 2003

Trademark Assignment Agreement

**TRADEMARK**  
**REEL: 006415 FRAME: 0908**

J. LLOYD INTERNATIONAL, INC.	BUBBLE BLIZZARD	USA	2866173	July 27, 2004
J. LLOYD INTERNATIONAL, INC.	SPINE RACERS	USA	2846210	May 25, 2004
J. LLOYD INTERNATIONAL, INC.	LEFT COAST LEGENDS	USA	2617907	September 10, 2002
J. LLOYD INTERNATIONAL, INC.	PLAY-N-PRO	USA	2772187	October 7, 2003
J. LLOYD INTERNATIONAL, INC.	TINY BUBBLES	USA	76208324	February 12, 2001
J. LLOYD INTERNATIONAL, INC.	AMERICAN PIONEER	USA	2610527	August 20, 2002
J. LLOYD INTERNATIONAL, INC.	TERROR-RISERS	USA	2586471	June 25, 2002
J. LLOYD INTERNATIONAL, INC.	BUBBLE BUGS	USA	2579820	June 11, 2002
J. LLOYD INTERNATIONAL, INC.	POWER RIGS	USA	2450937	May 15, 2001
J. LLOYD INTERNATIONAL, INC.	MILLION BUBBLES	USA	2682206	February 4, 2003
J. LLOYD INTERNATIONAL, INC.	TOOTSIE TOY FUN PURE AND SIMPLE	USA	2464923	July 3, 2001
J. LLOYD INTERNATIONAL, INC.	FIELD KING	USA	2440800	April 3, 2001
J. LLOYD INTERNATIONAL, INC.	TILT N TURN	USA	2501412	October 30, 2001
J. LLOYD INTERNATIONAL, INC.	ARE YOU NUTS!?	USA	2393622	October 10, 2000
J. LLOYD INTERNATIONAL, INC.	AMERICAN WEST	USA	2575029	June 4, 2002
J. LLOYD INTERNATIONAL, INC.	WONDER GRIP	USA	2589055	July 2, 2002

Trademark Assignment Agreement

**TRADEMARK**  
**REEL: 006415 FRAME: 0909**

J. LLOYD INTERNATIONAL, INC.	WOOD BUILDERS	USA	2395553	October 17, 2000
J. LLOYD INTERNATIONAL, INC.	FUN...PURE AND SIMPLE	USA	2550572	March 19, 2002
J. LLOYD INTERNATIONAL, INC.	TOOTSietoY FUN.. .PURE AND SIMPLE	USA	2613075	August 27, 2002
J. LLOYD INTERNATIONAL, INC.	GROW & RIDE	USA	2404878	November 14, 2000
J. LLOYD INTERNATIONAL, INC.	FUN. . . PURE AND SIMPLE	USA	2465033	July 3, 2001
J. LLOYD INTERNATIONAL, INC.	MIGHTY WHEELS	USA	2409373	November 28, 2000
J. LLOYD INTERNATIONAL, INC.	SCOOT & GO	USA	2409372	November 28, 2000
J. LLOYD INTERNATIONAL, INC.	PULL BACK AND GO	USA	2413018	December 12, 2000
J. LLOYD INTERNATIONAL, INC.	SAFE START	USA	2414446	December 19, 2000
J. LLOYD INTERNATIONAL, INC.	PUSH, PEDAL & RIDE TRIKE	USA	2236857	April 6, 1999
J. LLOYD INTERNATIONAL, INC.	AFTERNOON TEA	USA	2216535	January 5, 1999
J. LLOYD INTERNATIONAL, INC.	WEDDING MOMENTS	USA	2242752	May 4, 1999
J. LLOYD INTERNATIONAL, INC.	ENGLISH BREAKFAST	USA	2224356	February 16, 1999
J. LLOYD INTERNATIONAL, INC.	LITTLE GOURMET	USA	2301514	December 21, 1999
J. LLOYD INTERNATIONAL, INC.	SUPER-SNAP	USA	2277332	September 14, 1999
J. LLOYD INTERNATIONAL, INC.	HEARTS 'N HOME	USA	2296372	November 30, 1999

Trademark Assignment Agreement

**TRADEMARK**  
**REEL: 006415 FRAME: 0910**

J. LLOYD INTERNATIONAL, INC.	SUZY HOMEMAKER	USA	2385873	September 12, 2000
J. LLOYD INTERNATIONAL, INC.	HEAVY HAULER	USA	2118615	December 9, 1997
J. LLOYD INTERNATIONAL, INC.	KID LEAGUE	USA	1731284	November 10, 1992
J. LLOYD INTERNATIONAL, INC.	BLOW-LOONS	USA	1873345	January 10, 1995
J. LLOYD INTERNATIONAL, INC.	BRITE-LITE	USA	2118645	December 9, 1997
J. LLOYD INTERNATIONAL, INC.	WEIRD-OHS	USA	1826474	March 15, 1994
J. LLOYD INTERNATIONAL, INC.	HARD BODY DIE-CAST METAL TOUGH!	USA	1785684	August 3, 1993
J. LLOYD INTERNATIONAL, INC.	LIL' GARDENER	USA	1958662	February 27, 1996
J. LLOYD INTERNATIONAL, INC.	TIM MEE TOY	USA	1911542	August 15, 1995
J. LLOYD INTERNATIONAL, INC.	TIM MEE TOY	USA	1895191	May 23, 1995
J. LLOYD INTERNATIONAL, INC.	MARSHAL	USA	1902863	July 4, 1995
J. LLOYD INTERNATIONAL, INC.	COLORQUEST	USA	1993862	August 13, 1996
J. LLOYD INTERNATIONAL, INC.	WONDER BOUNCERS	USA	1874764	January 17, 1995
J. LLOYD INTERNATIONAL, INC.	LOTS A FUN	USA	1911538	August 15, 1995
J. LLOYD INTERNATIONAL, INC.	BUBBLE FLYER	USA	1933706	November 7, 1995
J. LLOYD INTERNATIONAL, INC.	BUBBLE FORCE	USA	1926916	October 17, 1995

Trademark Assignment Agreement

**TRADEMARK**  
**REEL: 006415 FRAME: 0911**

J. LLOYD INTERNATIONAL, INC.	COMET FLYER	USA	1928545	October 17, 1995
J. LLOYD INTERNATIONAL, INC.	LOVE MY DOLLY	USA	1740629	December 15, 1992
J. LLOYD INTERNATIONAL, INC.	FASHION GIRL	USA	1663518	November 5, 1991
J. LLOYD INTERNATIONAL, INC.	HARD BODY	USA	1472504	January 12, 1988
J. LLOYD INTERNATIONAL, INC.	MAGIC WAND	USA	1279091	May 22, 1984
J. LLOYD INTERNATIONAL, INC.	BUBBLE MAGIC	USA	1263108	January 3, 1984
J. LLOYD INTERNATIONAL, INC.	LOTSA'WAYS	USA	1190805	February 23, 1982
J. LLOYD INTERNATIONAL, INC.	RUBY'S	USA	1175688	November 3, 1981
J. LLOYD INTERNATIONAL, INC.	PLANTSTERS	USA	1521977	January 24, 1989
J. LLOYD INTERNATIONAL, INC.	FIFTH AVENUE GIRL	USA	1497868	July 26, 1988
J. LLOYD INTERNATIONAL, INC.	NOGGINS	USA	1499517	August 9, 1988
J. LLOYD INTERNATIONAL, INC.	WHY NOT PARTY?	USA	1456030	September 8, 1987
J. LLOYD INTERNATIONAL, INC.	GRASSHOPPER	USA	1342886	June 18, 1985
J. LLOYD INTERNATIONAL, INC.	FAT KATS	USA	1143528	December 16, 1980
J. LLOYD INTERNATIONAL, INC.	KEEP ON TRUCKING	USA	1084133	January 31, 1978
J. LLOYD INTERNATIONAL, INC.	WONDER	USA	0554476	February 5, 1952

Trademark Assignment Agreement

**TRADEMARK**  
**REEL: 006415 FRAME: 0912**

J. LLOYD INTERNATIONAL, INC.	JAM PAC	USA	0933860	May 16, 1972
J. LLOYD INTERNATIONAL, INC.	HITCH-UPS	USA	0920598	September 21, 1971
J. LLOYD INTERNATIONAL, INC.	C-LEAK	USA	0833494	August 8, 1967
J. LLOYD INTERNATIONAL, INC.	MERRY RIDER	USA	0820666	December 20, 1966
J. LLOYD INTERNATIONAL, INC.	STROMBECKER	USA	0652689	October 8, 1957
J. LLOYD INTERNATIONAL, INC.	TOOTSIETOY	USA	0505201	December 28, 1948
J. LLOYD INTERNATIONAL, INC.	TOOTSIETOY	USA	0365092	February 21, 1939

Trademark Assignment Agreement

**TRADEMARK**  
**REEL: 006415 FRAME: 0913**

**EXHIBIT B  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**TRADEMARK LICENSES**

EXHIBIT C  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF IOWA )  
 ) ss.:  
COUNTY OF LINN )

KNOW ALL MEN BY THESE PRESENTS, **ALPHA INTERNATIONAL, INC.**, an Iowa corporation ("**Alpha**"), **J. LLOYD INTERNATIONAL, INC.**, an Iowa corporation ("**J. Lloyd**"), **J K MANUFACTURING CO.**, an Iowa corporation ("**Manufacturing**"), and **J.K. PROPERTIES, LC**, an Iowa limited liability company ("**Properties**" and together with Alpha, J. Lloyd, and Manufacturing, individually and collectively, jointly and severally, the "**Borrowers**"), hereby appoint and constitute **SABAL PALM CONSULTING, LLC** ("**Lender**"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Borrowers:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole and absolute discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Borrowers in and to any Trademarks, as such term is defined in the Trademark Collateral Assignment and Security Agreement, dated as of the date hereof, between Borrowers and Lender (the "**Agreement**"), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its sole and absolute discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to the Agreement and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "**Obligations**," as such term is defined in the Agreement, are paid in full and the Agreement is terminated in writing by Lender.

Dated: June 28, 2018



ALPHA INTERNATIONAL, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PRES

J. LLOYD INTERNATIONAL, INC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PRES

J K MANUFACTURING CO.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PRES

J.K. PROPERTIES, LC

By: \_\_\_\_\_

Name: \_\_\_\_\_

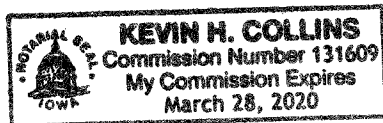
Title: \_\_\_\_\_

MANAGER

STATE OF IOWA )

COUNTY OF LINN ) ss.:

On the 28 day of JUNE in the year 2018, before me, the undersigned, personally appeared Jody L KESNER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



KH Collins  
Notary Public

Trademark Assignment Agreement

RECORDED: 07/11/2018

TRADEMARK  
REEL: 006415 FRAME: 0916