

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OYO TOYS, Inc.		11/09/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Martin Hanssmann,		
Street Address:	130 Gates St.		
City:	Portsmouth,		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03801		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85417217	OYO	
Serial Number:	86333211	HERO	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	connaughton@lambertpatentlaw.com		
Correspondent Name:	David Connaughton		
Address Line 1:	92 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	David J. Connaughton, Jr.		
SIGNATURE:	/David J. Connaughton, Jr./		
DATE SIGNED:	01/11/2019		
Total Attachments: 6			
source=Security Agreement Both Signed to Record 1-11-19#page1.tif			
source=Security Agreement Both Signed to Record 1-11-19#page2.tif			
source=Security Agreement Both Signed to Record 1-11-19#page3.tif			
source=Security Agreement Both Signed to Record 1-11-19#page4.tif			
source=Security Agreement Both Signed to Record 1-11-19#page5.tif			
source=Security Agreement Both Signed to Record 1-11-19#page6.tif			

OP \$65.00 85417217

SECURITY AGREEMENT

This Security Agreement (this "Agreement") is made this 9th day of November, 2018, by **OYO Toys, Inc.**, a Delaware corporation, with an address of 108 Forest Avenue, Hudson, MA 01749 (the "Borrower"), and **Martin Hanssmann**, an individual with a mailing address of 130 Gates St., Portsmouth, NH 03801 (the "Secured Party").

WITNESSETH

WHEREAS, the Secured Party made several pre and post-petition loans to Oyo Sportstoy, Inc. (the "Debtor") in connection with its bankruptcy pending in the District of Massachusetts, docket No. 17-41261 (the "Bankruptcy"), which loans were secured by substantially all of the Debtor's assets; and

WHEREAS the Debtor seeks to sell substantially all of its assets in the Bankruptcy to the Borrower, but cannot do so without the Secured Party releasing his liens against the assets of the Debtor; and,

WHEREAS the Secured Party has agreed to release his liens against the assets of the Debtor provided the Borrower assumes the outstanding debt owed by the Debtor to the Secured party in the amount of Four Hundred Thirty Two Thousand Dollars (\$432,000) and enters into a Promissory Note (the "Note"), payable to the order of the Secured Party in that amount, together with a Loan Agreement of even date, pursuant to which the Secured Party agrees to assume the loans (the "Loans") owed by the Debtor to the Secured Party; and,

WHEREAS, the Secured Party's release of his secured claims against the Debtor is in consideration of and is subject to the Borrower executing and delivering this Agreement, the Note and related Loan Agreement. Terms not otherwise defined herein shall have the meanings ascribed to them in the Note.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Note. The term "State," as used herein, means the State of Massachusetts. All terms defined in the Uniform Commercial Code of the State (the "UCC") and used herein shall have the same definitions herein as specified therein. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9. The term "Event of Default," as used herein, shall have the same meaning as the term "Default," as such term is defined in the Note.

2. Grant of Security Interest. The Borrower, for valuable consideration, receipt whereof is hereby acknowledged, hereby grants to the Secured Party a continuing second lien security interest in and to, and collaterally assigns to the Secured Party, all of the following tangible and intangible assets of the Borrower, wherever located and whether now owned or hereafter acquired, including without limitation:

(a) all Patents and Patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such Patents and Patent applications), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof. "Patent(s)" shall mean (a) all letters patent of the United States or any other country; (b) all right, title and interest in and to such letters; (c) all registrations and recordings of the patents, including, without limitation, applications, registrations, and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State, or any other country, or any political subdivision; (d) all Patents whether now owned or later acquired by Borrower; and (e) all reissues, continuations, continuations-in-part or extensions thereof and all licenses thereof, this intellectual property secured by this agreement includes but is not limited to that intellectual property identified in Schedule A attached hereto;

(b) all general intangibles and all intangible intellectual or other similar property of Borrower of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above;

(c) all general intangibles, including, but not limited to, corporate names, trade names, trademarks, trade secrets, books and records, customer lists, blue prints and plans, computer programs, tapes and related electronic data, and all processing software;

(d) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(e) All records and data relating to any of the Collateral described above, whether in the form of a writing, photograph, microfilm, microfiche or electronic media, together with all of the Borrower's right, title and interest in and to all computer software required to utilize, create, maintain and process any of such records or data or electronic media.

3. Obligations Secured. The security interest granted hereby is to secure payment and performance of the all of the indebtedness, obligations and liabilities of the Borrower to the Secured Party, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under the Note (the "Obligations").

4. Authorization to File Financing Statements. The Borrower hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any filing office in any UCC jurisdiction, and/or the United States Patent and Trademark Office, any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as "all assets" of the Borrower or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) provide any other information required by part 5 of Article 9 of the UCC, or such other jurisdiction, for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Borrower is an organization, the type of organization and any organizational identification number issued to the Borrower and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to

which the Collateral relates. The Borrower agrees to furnish any such information to the Secured Party promptly upon the Secured Party's request.

5. Power of Attorney.

(a) Appointment and Powers of Secured Party. The Borrower hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Borrower or in the Secured Party's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of the Borrower, without notice to or assent by the Borrower, to do the following:

(i) upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Collateral in such manner as is consistent with the UCC and as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at the Borrower's expense, at any time, or from time to time, all acts and things which the Secured Party deems necessary or useful to protect, preserve or realize upon the Collateral and the Secured Party's security interest therein, in order to effect the intent of this Agreement, all at least as fully and effectively as the Borrower might do, including, without limitation, (A) the filing and prosecuting of registration and transfer applications with the appropriate federal, state, local or other agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes, (B) upon written notice to the Borrower, the exercise of voting rights with respect to voting securities, which rights may be exercised, if the Secured Party so elects, with a view to causing the liquidation of assets of the issuer of any such securities, and (C) the execution, delivery and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral; and

(ii) to the extent that the Borrower's authorization given in Section 4 is not sufficient, to file such financing statements with respect hereto, or a photocopy of this Agreement in substitution for a financing statement, as the Secured Party may deem appropriate.

6. Rights and Remedies. If an Event of Default shall have occurred and be continuing, the Secured Party, without any other notice to or demand upon the Borrower have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the UCC and any additional rights and remedies which may be provided to a secured party in any jurisdiction in which Collateral is located, including, without limitation, the right to take possession of the Collateral, and for that purpose the Secured Party may, so far as the Borrower can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. The Secured Party may in its discretion require the Borrower to assemble all or any part of the Collateral at such location or locations within the jurisdiction of the Borrower's principal office or at such other locations as the Secured Party may reasonably designate. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a

recognized market, the Secured Party shall give to the Borrower at least ten (10) business days' prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Borrower hereby acknowledges that ten (10) business days' prior written notice of such sale or sales shall be reasonable notice. In addition, the Borrower waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Secured Party's rights and remedies hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto.

7. General Provisions.

(a) This Agreement contains the entire understanding of the parties hereto with respect to the transactions contemplated herein and may not be changed, modified, or discharged, in whole or in part, and no right or remedy of Secured Party hereunder or as a secured party under the UCC, may be waived by Secured Party unless such change, modification, discharge, or waiver is in writing and signed on behalf of Secured Party by a duly authorized officer.

(b) The rights and benefits of Secured Party hereunder shall inure to the benefit of its successors and assigns and shall be binding upon the heirs, administrators, successors and assigns of Borrower. Borrower may not assign any of its rights or delegate any of its obligations hereunder without prior written consent of Secured Party.

(c) This Agreement and the rights and obligations of Secured Party and Borrower hereunder shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts and courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction over any actions between the parties hereto.

(d) In the event Secured Party seeks to take possession of any or all of the Collateral by court process, Borrower hereby, to the maximum extent permitted by applicable law, irrevocably waives any bond and any surety or security relating thereto required by any statute, court rule, or otherwise as an incident to such possession and waives any demand for possession prior to the commencement of any suit or action to recover with respect thereto.

(e) To the extent possible, each provision of this Agreement shall be interpreted in a manner as to be valid, legal and enforceable under applicable law. If any provision of this Agreement shall be held invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability and the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

(f) The descriptive headings of the several sections of this Agreement are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed and delivered as of the day and year first above written.

BORROWER:

OYO Toys, Inc.

By: *David Solomont*

David Solomont, CEO

ACCEPTED:

Martin Hanssmann

legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

(f) The descriptive headings of the several sections of this Agreement are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed and delivered as of the day and year first above written.

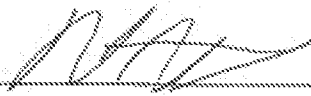
BORROWER:

OYO Toys, Inc.

By: _____
David Solomont, CEO

ACCEPTED:

Martin Hanssmann



STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by David Solomont on behalf of OYO Toys, Inc.

Notary Public/Justice of the Peace
Printed Name:
My Commission Expires: