

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
P&P IMPORTS LLC		03/29/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 72			
Property Type	Number	Word Mark	
Registration Number:	4734885	GOPONG	
Registration Number:	4802471	GOSPORTS	
Registration Number:	5119406	GOFLOATS	
Registration Number:	5579388	SLAMMO	
Registration Number:	5580892	XTRAMAN	
Registration Number:	5797196	RAPID VALVE	
Registration Number:	5743336	PARTY TUBE	
Registration Number:	5865310	GOSPORTS	
Registration Number:	5794468	CHIPSTER	
Registration Number:	5794473	PUCKY	
Registration Number:	5794474	PUTTSTER	
Registration Number:	5794476	BATTLECHIP	
Registration Number:	5932018	MAGNA HOCKEY	
Registration Number:	5932019	MAGNA SOCCER	
Registration Number:	5880136	GIGANTOSS	
Registration Number:	5890161	SPLASH HOOP 360	
Registration Number:	5891354	ROO RACERS	
Registration Number:	5880189	RED ZONE CHALLENGE	
Registration Number:	5890235	SKITTLE SCATTER	
TRADEMARK			

OP \$1815.00 4734885

Property Type	Number	Word Mark
Registration Number:	5880114	VIKING CLASH
Registration Number:	5926190	GET LOW LIMBO
Registration Number:	6180302	DROPSTER
Registration Number:	6076836	LAG CIRCLE
Registration Number:	5932020	PRO PITCH CHALLENGE
Registration Number:	5880135	ROLLZEE
Registration Number:	5991304	INFLATAMAN
Registration Number:	5989813	DERBY DASH
Registration Number:	5890492	DISC SLAM
Registration Number:	5932028	DAS SHOTTEN SKI
Registration Number:	5932027	RINGER DARTS
Registration Number:	5932067	TRI-TOWER
Registration Number:	6007976	PURE PUTT CHALLENGE
Registration Number:	5880222	GOBIG
Registration Number:	5991249	PASS THE PUCK
Registration Number:	5932029	STACKIN' STARS AND STRIPES
Registration Number:	6002600	TRI TOSS
Registration Number:	6002648	CLAY CLAW
Registration Number:	6007975	PERFECT CATCH
Registration Number:	6068863	SLAMSKI
Registration Number:	6214741	FOAM FIRE
Registration Number:	5991305	ALIGN
Registration Number:	6118946	TROPHY HUNT
Registration Number:	6118947	ALIEN INVADERS
Registration Number:	6180292	SPLASH NET
Registration Number:	6179043	PARTY SPRINKLER
Registration Number:	6239742	SPLASH PASS
Registration Number:	6239741	CHIP N' STICK
Registration Number:	6239858	STRIKEOUT CHALLENGE
Registration Number:	6257333	PERFECT SET
Registration Number:	5840447	TOPPLING TOWER
Serial Number:	88460808	MAGNA BALL
Serial Number:	90059356	COUNTERSTRIKE
Serial Number:	88694209	TIPSY TOSS
Serial Number:	88677721	LAUNCH BOX
Serial Number:	90482068	TERRAIN TARGETS
Serial Number:	88856622	SPLASH HOOP
Serial Number:	88915014	BREWSKI

Property Type	Number	Word Mark
Serial Number:	88914986	PURE STRIKE
Serial Number:	90100235	WIDEMOUTH TEES
Serial Number:	90110212	BATTLE STRIKE
Serial Number:	90004351	PARTY BRUSH
Serial Number:	90267008	SLAM X
Serial Number:	90002737	SPLASH TOWER
Serial Number:	90149844	BATTLEPUTT
Serial Number:	90158103	CAPTURE THE CASH
Serial Number:	90469797	SPLASH CHIP
Serial Number:	90208245	TRAP TEETH
Serial Number:	90160421	SPLASH LAX
Serial Number:	90295950	
Serial Number:	90289546	AIR TOUCH
Serial Number:	90333666	BLAST BOTTLES
Registration Number:	6129585	FOAM FLIGHT

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: 800-713-0755

Email: Ted.mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Gloria Sheehan
SIGNATURE:	/Gloria Sheehan/
DATE SIGNED:	04/02/2021

Total Attachments: 10

- source=Last one to USPTO fo filing - Trademark Security Agreement (PP Imports) Executed_V_1 (1)#page1.tif
- source=Last one to USPTO fo filing - Trademark Security Agreement (PP Imports) Executed_V_1 (1)#page2.tif
- source=Last one to USPTO fo filing - Trademark Security Agreement (PP Imports) Executed_V_1 (1)#page3.tif
- source=Last one to USPTO fo filing - Trademark Security Agreement (PP Imports) Executed_V_1 (1)#page4.tif
- source=Last one to USPTO fo filing - Trademark Security Agreement (PP Imports) Executed_V_1 (1)#page5.tif
- source=Last one to USPTO fo filing - Trademark Security Agreement (PP Imports) Executed_V_1 (1)#page6.tif
- source=Last one to USPTO fo filing - Trademark Security Agreement (PP Imports) Executed_V_1 (1)#page7.tif
- source=Last one to USPTO fo filing - Trademark Security Agreement (PP Imports) Executed_V_1 (1)#page8.tif
- source=Last one to USPTO fo filing - Trademark Security Agreement (PP Imports) Executed_V_1 (1)#page9.tif
- source=Last one to USPTO fo filing - Trademark Security Agreement (PP Imports) Executed_V_1 (1)#page10.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)/Execution Date(s):

P&P IMPORTS LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Limited Liability Company
- Citizenship: CA

Execution Date(s) March 29, 2021

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Yes

No

Additional names, addresses, or citizenship attached?

Name: Bank of America, N.A.

Internal
Address:

Street Address: One Bryant Park

City: New York

State: NY

Country: USA Zip: 10036

- Association Citizenship: USA
 General Partnership Citizenship:
 Limited Partnership Citizenship:
 Corporation Citizenship:
 Other LLC Citizenship:

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)

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other

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

A. Trademark Application No.(s) See Attached Schedule 1

B. Trademark Registration No.(s) See Attached Schedule 1

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: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cis-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 72

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

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers
 Expiration Date
- b. Deposit Account Number
 Authorized User Name:

9. Signature:



Signature

Gloria Sheehan
Name of Person Signing

April 1, 2021
Date

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of March 29, 2021, is made by **P&P IMPORTS LLC**, a California limited liability company ("Grantor"), in favor of **BANK OF AMERICA, N.A.** ("Lender"), and is being delivered in connection with that certain Loan and Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Loan Agreement"), by and among Grantor and Lender.

WHEREAS, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, as security for Grantor's obligations arising under the Loan Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("**USPTO**").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Lender 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. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C.

§ 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Loan Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Lender an original of a Special Power of Attorney, a form of which is annexed hereto as Exhibit A, for, upon and during the continuance of an Event of Default, the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender upon and during the continuance of an Event of Default hereunder and under Loan Agreement and other Loan Documents.

6. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (i.e., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

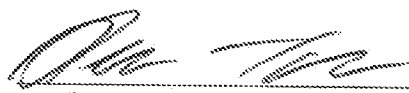
9. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement.

[Signature page follows]

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

GRANTOR:

P&P IMPORTS LLC, as Grantor

By: 
Name: Peter Tanary
Title: Manager

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.,
as Lender

By: *Julie Baghajian*
Name: Julie Baghajian
Title: VP

EXHIBIT A
SPECIAL POWER OF ATTORNEY – TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that P&P IMPORTS LLC (“Grantor”) hereby appoints BANK OF AMERICA, N.A. (“Lender”) and each officer thereof, upon and during the continuance of an Event of Default, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts to the extent permitted under the Loan Agreement or other Loan Documents upon and during the continuance of an Event of Default (as such terms are defined in the Loan Agreement):

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to the Trademark Collateral (as such term is defined in that certain Trademark Security Agreement, dated of even date herewith, by and among Grantor and Lender (the “Trademark Security Agreement”)), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the Trademark Security Agreement.

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

This Special Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement and may not be revoked until full payment of the Obligations, as such term is defined in the Loan Agreement.

Dated as of March 29, 2021.

[Signature Page Follows]

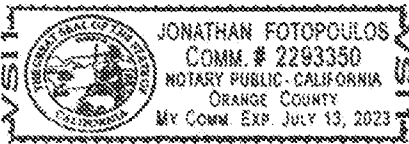
GRANTOR:

P&P IMPORTS LLC, as Grantor

By: [Signature]
Name: Pete Tanoury
Title: Manager

STATE OF California)
COUNTY OF Orange) ss.:

On the 26 day of March in the year 2021, before me, the undersigned, personally appeared Peter Tanoury, 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.



[Signature]
Notary Public

SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
GoPong (US)	P&P Imports LLC	ISSUED	4734885	5/12/2015
GoSports (US) (1st mark)	P&P Imports LLC	ISSUED	4802471	9/1/2015
GoFloats (US)	P&P Imports LLC	ISSUED	5119406	1/10/2017
Slammo (US)	P&P Imports LLC	ISSUED	5579388	10/9/2018
Xtraman (US)	P&P Imports LLC	ISSUED	5580892	10/9/2018
Rapid Valve (US)	P&P Imports LLC	ISSUED	5797196	7/09/2019
Party Tube (US)	P&P Imports LLC	ISSUED	5743336	5/7/2019
GoSports (US) (2nd mark)	P&P Imports LLC	ISSUED	5865310	9/24/2019
Chipster	P&P Imports LLC	ISSUED	5794468	7/2/2019
Pucky	P&P Imports LLC	ISSUED	5794473	7/2/2019
Puttster	P&P Imports LLC	ISSUED	5794474	7/2/2019
BattleChip	P&P Imports LLC	ISSUED	5794476	7/2/2019
Magna Ball	P&P Imports LLC	PENDING	88460808	
Magna Hockey	P&P Imports LLC	ISSUED	5932018	12/10/2019
Magna Soccer	P&P Imports LLC	ISSUED	5932019	12/10/2019
Gigantoss	P&P Imports LLC	ISSUED	5880136	10/08/2019
Splash Hoop 360	P&P Imports LLC	ISSUED	5890161	10/22/2019
Roo Racers	P&P Imports LLC	ISSUED	5891354	10/22/2019
Red Zone Challenge	P&P Imports LLC	ISSUED	5880189	10/08/2019
Skittle Scatter	P&P Imports LLC	ISSUED	5890235	10/22/2019
Viking Clash	P&P Imports LLC	ISSUED	5880114	10/08/2019
Get Low Limbo	P&P Imports LLC	ISSUED	5926190	12/03/2019
Dropster	P&P Imports LLC	ISSUED	6180302	10/20/2019
Lag Circle	P&P Imports LLC	ISSUED	6076836	06/09/2020
Pro Pitch Challenge	P&P Imports LLC	ISSUED	5932020	12/10/2019
Rollzee	P&P Imports LLC	ISSUED	5880135	10/08/2019
Inflataman	P&P Imports LLC	ISSUED	5991304	2/18/2020
Derby Dash	P&P Imports LLC	ISSUED	5989813	2/18/2020
Disc Slam	P&P Imports LLC	ISSUED	5890492	10/22/2019
Das Shotten Ski	P&P Imports LLC	ISSUED	5932028	12/10/2019

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
Ringer Darts	P&P Imports LLC	ISSUED	5932027	12/10/2019
Tri-Tower	P&P Imports LLC	ISSUED	5932067	12/10/2019
Pure Putt Challenge	P&P Imports LLC	ISSUED	6007976	3/10/2020
GoBig	P&P Imports LLC	ISSUED	5880222	10/08/2019
Pass The Puck	P&P Imports LLC	ISSUED	5991249	2/18/2020
Stackin' Stars and Stripes	P&P Imports LLC	ISSUED	5932029	12/10/2019
Tri Toss	P&P Imports LLC	ISSUED	6002600	8/20/2019
Clay Claw	P&P Imports LLC	ISSUED	6002648	3/03/2020
CounterStrike	P&P Imports LLC	PENDING	90059356	
Tipsy Toss	P&P Imports LLC	PENDING	88694209	
Perfect Catch	P&P Imports LLC	ISSUED	6007975	3/10/2020
Slamski	P&P Imports LLC	ISSUED	6068863	6/2/2020
launch box	P&P Imports LLC	PENDING	88677721	
FOAM FIRE	P&P Imports LLC	ISSUED	6214741	12/08/2020
Align	P&P Imports LLC	ISSUED	5991305	2/18/2020
Terrain Targets	P&P Imports LLC	PENDING	90482068	
Trophy Hunt	P&P Imports LLC	ISSUED	6118946	8/04/2020
Alien Invaders	P&P Imports LLC	ISSUED	6118947	8/04/2020
Splash Hoop	P&P Imports LLC	PENDING	88856622	
Splash Net	P&P Imports LLC	ISSUED	6180292	10/20/2020
BrewSki	P&P Imports LLC	PENDING	88915014	
Party Sprinkler	P&P Imports LLC	ISSUED	6179043	10/20/2020
PURE STRIKE	P&P Imports LLC	PENDING	88914986	
Widemouth Tee	P&P Imports LLC	PENDING	90100235	
Splash Pass	P&P Imports LLC	ISSUED	6239742	01/05/2021
Foam Flight	P&P Imports LLC	PENDING	6129585	
Chip n' Stick	P&P Imports LLC	ISSUED	6239741	01/05/2021
STRIKEOUT CHALLENGE	P&P Imports LLC	ISSUED	6239858	01/05/2021
Perfect Set	P&P Imports LLC	ISSUED	6257333	01/26/2021
Toppling Tower	P&P Imports LLC	ISSUED	5840447	
Battle Strike	P&P Imports LLC	PENDING	90110212	
PARTY BRUSH	P&P Imports LLC	PENDING	90004351	
SLAM X	P&P Imports LLC	PENDING	90267008	
SPLASH TOWER	P&P Imports LLC	PENDING	90002737	

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
BattlePutt	P&P Imports LLC	PENDING	90149844	
Capture the cash	P&P Imports LLC	PENDING	90158103	
Splash Chip	P&P Imports LLC	PENDING	90469797	
Trap Teeth	P&P Imports LLC	PENDING	90208245	
SPLASH LAX	P&P Imports LLC	PENDING	90160421	
Slammo (Trade Dress)	P&P Imports LLC	PENDING	90295950	
Air Touch	P&P Imports LLC	PENDING	90289546	
Blast Bottles	P&P Imports LLC	PENDING	90333666	
GoPong (China)	P&P Imports LLC	ISSUED	20328889	
GoFloats (China)	P&P Imports LLC	ISSUED	20328745	
Slammo (China)	P&P Imports LLC	ISSUED	30035303	2/28/2019