

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM652757

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sunny Days Entertainment LLC		06/08/2021	Limited Liability Company: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	3455 Peachtree Road NE		
<b>Internal Address:</b>	12th Floor, Mail Code: GA7-024-12-05		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5951377	DIG	
<b>Registration Number:</b>	5951376	DIG	
<b>Registration Number:</b>	5474076	MAXX ACTION	
<b>Registration Number:</b>	5556998	MAXX BUBBLES	
<b>Registration Number:</b>	5053905	SUNNY DAYS ENTERTAINMENT, LLC	
<b>Registration Number:</b>	6310192	FUN BUCKET !	
<b>Registration Number:</b>	6296384	RAVEL TALES	
<b>Serial Number:</b>	90088714	CHALK TALES	
<b>Serial Number:</b>	90333497	TOYMENDOUS	
<b>Serial Number:</b>	90259785	HONEY BEE ACRES	
<b>Serial Number:</b>	88640869	TOYMENDOUS	
<b>Serial Number:</b>	88949521	POP N PLAY	
<b>Serial Number:</b>	88922520	GLOW RACERS	
<b>Serial Number:</b>	88942147	PATCH-A-ROOS	
<b>Serial Number:</b>	88855895	STUDIO D.I.Y.	
<b>Serial Number:</b>	88682204	UNRAVELERS	
<b>Serial Number:</b>	88922981	GIGGLE ZONE	

CH \$440.00 5951377

**CORRESPONDENCE DATA****Fax Number:** 4045228409*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:** 404-523-5300**Email:** sls@phrd.com**Correspondent Name:** Steve Schaaf**Address Line 1:** 303 Peachtree Street, Suite 3600**Address Line 2:** Parker, Hudson, Rainer & Dobbs LLP**Address Line 4:** Atlanta, GEORGIA 30308**ATTORNEY DOCKET NUMBER:** 2689.172**NAME OF SUBMITTER:** Douglas A. Nail**SIGNATURE:** /DAN/**DATE SIGNED:** 06/08/2021**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made this 8th day of June, 2021, between **BANK OF AMERICA, N.A.**, a national banking association, having an office at 3455 Peachtree Road NE, 12th Floor, Mail Code: GA7-024-12-05, Atlanta, Georgia 30326 (together with its successors and assigns, "Lender"), and **SUNNY DAYS ENTERTAINMENT LLC**, a South Carolina limited liability having its principal place of business at 433 Southeast Main Street, Suite A, Simpsonville, South Carolina 29681 ("Company").

### Recitals:

Company desires to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated on or about the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and between Company and Lender.

Lender is willing to make loans and other financial accommodations to Company from time to time, pursuant to the terms of the Loan Agreement, provided that Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of all of the Obligations, Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Company represents and warrants to Lender that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) This Agreement will create a legal and valid Lien upon and security interest in the Trademark Collateral, enforceable against Company in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except for Permitted Liens and licenses permitted pursuant to paragraph 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons.

4. Company covenants and agrees with Lender that:

(a) Except as would not reasonably be expected to have a Material Adverse Effect, Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;

(b) Except as would not reasonably be expected to have a Material Adverse Effect, Company will not change the quality of the products associated with the Trademarks without Lender's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed); and

(c) Except for Trademarks abandoned by Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing within Company's sole and reasonable discretion an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. Company hereby grants to Lender and its employees and agents the visitation, audit, and inspection rights with respect to Company and the Trademark Collateral as set forth in **Section 10.1.1** of the Loan Agreement.

6. Until Full Payment of all of the Obligations (other than contingent indemnification obligations not then due and owing), Company shall not enter into any material agreement with any Person that is inconsistent with Company's obligations under this Agreement.

7. If, before Full Payment of all of the Obligations (other than contingent indemnification obligations not then due and owing), Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and Company shall give to Lender prompt notice thereof in writing.

8. Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 7 hereof obtained by Company after execution of this Agreement.

9. Upon the occurrence and during the continuance of an Event of Default, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under Applicable Law. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to Company, each of which Company hereby expressly waives, collect directly any payments due Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Company hereby agrees that ten (10) days written notice to Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Company, which right Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations (other than contingent indemnification obligations not then due and owing) shall be promptly paid over to Company. If any deficiency shall arise, Company shall remain liable therefor.

10. Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following upon the occurrence and during the continuance of an Event of Default: to endorse Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations (other than contingent indemnification obligations not then due and owing).

11. Reserved.

12. Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of material infringements detected. Company shall, within its discretion, prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations (other than contingent indemnification obligations not then due and owing), make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the ordinary course of business), file and prosecute opposition and cancellation proceedings, file and prosecute lawsuits to enforce the Trademarks and do any and all acts which are deemed necessary or desirable in Company's sole discretion to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Company. Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Lender, unless Company has determined that such trademark application or trademark is no longer

necessary or material to the conduct of its business or that further prosecution would not be successful on the merits.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, or defense, and Company shall promptly, **upon demand**, reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of Lender's rights under this paragraph 13.

14. Reserved.

15. No course of dealing between Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of Lender and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender (which consent shall not be unreasonably withheld, conditioned or delayed).

20. Company hereby waives notice of Lender's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

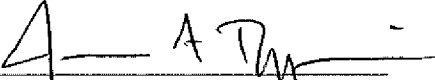
22. To the fullest extent permitted by Applicable Law, Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

[Remainder of page intentionally left blank; signatures appear on following pages.]

WITNESS the execution hereof under seal as of the date first above written.

ATTEST:

SUNNY DAYS ENTERTAINMENT LLC  
("Company")

  
James A. Ruggiero, Chief Operating Officer

By:   
Melvin H. Wells, Chief Executive Officer

[COMPANY SEAL]

[Signatures continue on following page]

Accepted:

**BANK OF AMERICA, N.A.**  
("Lender")

By: *Bailey E. Falls*  
Bailey E. Falls, Senior Vice President



**EXHIBIT A**

United States Registered Trademarks

<u>Trademark Name</u>	<u>Registration No.</u>	<u>Registration Date</u>
DIG	5,951,377	12/31/2019
DIG	5,951,376	12/31/2019
MAXX ACTION	5,474,076	05/22/2018
MAXX BUBBLES	5,556,998	09/04/2018
SUNNY DAYS ENTERTAINMENT, LLC	5,053,905	10/04/2016
FUN BUCKET !	6310192	03/30/2021
RAVEL TALES	6296384	03/16/2021

United States Trademark Applications

<u>Trademark Name</u>	<u>Serial No.</u>	<u>Filing Date</u>
CHALK TALES	90/088,714	08/03/2020
TOYMENDOUS	90/333,497	11/20/2020
HONEY BEE ACRES	90/259,785	10/16/2020
TOYMENDOUS	88/640,869	10/03/2019
POP N PLAY	88/949,521	06/05/2020
GLOW RACERS	88/922,520	05/19/2020
PATCH-A-ROOS	88/942,147	06/01/2020
STUDIO D.I.Y.	88/855,895	04/01/2020
UNRAVELERS	88/682,204	11/06/2019
GIGGLE ZONE	88/922,981	05/19/2020