

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yandy, LLC		09/30/2014	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC		
Street Address:	233 South Wacker Drive		
Internal Address:	Suite 5210		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4424511	YANDY CANDY	
Registration Number:	3284364	YANDY	
Registration Number:	3491764	YUMDROP.COM	
Registration Number:	3479064	DREAMY	
Serial Number:	85833222	YANDY GIRL	
Serial Number:	86171897	YANDY COM LINGERIE COSTMES & MORE!	
Serial Number:	86191983	CLUB YANDY MONTHLY LINGERIE CLUB	
CORRESPONDENCE DATA			
Fax Number:	3125212875		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3125212775		
Email:	ipdocket@muchshelist.com		
Correspondent Name:	ADAM K. SACHAROFF		
Address Line 1:	191 N. WACKER DRIVE, Suite 1800		
Address Line 2:	MUCH SHELIST, pc		
Address Line 4:	CHICAGO, ILLINOIS 60606-1615		
ATTORNEY DOCKET NUMBER:	0003290.0008		

CH \$190.00 4424511

NAME OF SUBMITTER:	adam k sacharoff
SIGNATURE:	/aks/
DATE SIGNED:	10/02/2014
Total Attachments: 5 source=TrademarkSecurityAgreement#page1.tif source=TrademarkSecurityAgreement#page2.tif source=TrademarkSecurityAgreement#page3.tif source=TrademarkSecurityAgreement#page4.tif source=TrademarkSecurityAgreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 30, 2014, by YANDY, LLC, an Arizona limited liability company (the "Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, a Delaware limited liability company, as Administrative Agent (the "Administrative Agent").

This Agreement refers to (a) that certain Credit Agreement dated as of the date hereof (the "Credit Agreement"), by and among the Grantor, YANDY HOLDINGS LLC, a Delaware limited liability company (together with the Grantor, the "Borrowers"), the financial institutions that are or may from time to time become parties thereto as Lenders, and the Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make loans to the Borrowers; and (b) that certain Guaranty and Collateral Agreement dated as of the date hereof, by and among the Borrowers, the other Persons who are or become parties thereto as "Grantors" thereunder, and the Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement or the Guaranty and Collateral Agreement, as applicable.

Pursuant to the terms of the Guaranty and Collateral Agreement, the Obligations of Grantor thereunder the Credit Agreement are secured.

Pursuant to the Guaranty and Collateral Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor Obligations. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Guaranty and Collateral Agreement, the Grantor does hereby grant to the Administrative Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the Grantor's right, title, and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by the Grantor against third parties for past, present, or

future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in the Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

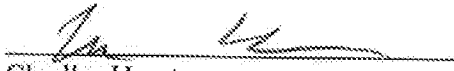
"Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the UCC and, in any event, shall include all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

"Trademarks" means (a) all trademarks, trade names, corporate names, the Grantor's names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof.

[SIGNATURE PAGES FOLLOW]

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

YANDY, LLC

By: 
Name: Chadler Horstman
Title: Manager

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: _____
Name: Alex Franky
Title: Managing Director

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

YANDY, LLC

By: _____
Name: Chadler Horstman
Title: Manager

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By:  _____
Name: Alex Franky
Title: Managing Director

SCHEDULE 1

TRADEMARK COLLATERAL

Trademarks and Trademark Applications:

<u>Description</u>	<u>Application / Reg. No.</u>	<u>Filing Date</u>
YANDY CANDY	Registration No. 4,424,511	10/29/13
YANDY	Registration No. 3,284,364	8/28/07
YUMDROP.COM	Registration No. 3,491,764	8/26/08
YANDY GIRL	Application No. 85833222	1/26/13
YANDY COM LINGERIE COSTUMES & MORE!	Application No. 86171897	1/22/14
CLUB YANDY MONTHLY LINGERIE CLUB	Application No. 86191983	2/14/14
DREAMY	Registration No. 3479064	8/5/08