

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SmartyPants, Inc.		04/11/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Webster Bank, National Association		
Street Address:	Two Stamford Plaza, 4th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4026710	SMARTYPANTS	
Registration Number:	4615851	HEALTH SIMPLIFIED	
Serial Number:	86309457	RESPECT THE GUMMY	
Serial Number:	86760379	SMARTYCLAWS	
Serial Number:	86760397	SMARTYPAWS	
Serial Number:	86809713	SMARTYPETS	
Serial Number:	86760408		
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	212-238-3214		
Email:	SELWIN@EMMETMARVIN.COM		
Correspondent Name:	Sharon Elwin		
Address Line 1:	120 Broadway		
Address Line 2:	Emmet, Marvin & Martin, LLP		
Address Line 4:	New York, NEW YORK 10271		
ATTORNEY DOCKET NUMBER:	F162405		
NAME OF SUBMITTER:	Sharon Elwin		
SIGNATURE:	/Sharon Elwin/		

OP \$190.00 4026710

DATE SIGNED:	04/11/2016
Total Attachments: 3 source=trademark smartypants#page2.tif source=trademark smartypants#page3.tif source=trademark smartypants#page4.tif	

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **SMARTYPANTS, INC.**, a Delaware corporation (the "**Grantor**"), and **WEBSTER BANK, NATIONAL ASSOCIATION** (the "**Lender**") are parties to a Security Agreement, dated as of April 11, 2016 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, as security for the payment or performance, as applicable, in full of the Obligations, the Grantor collaterally assigned, mortgaged, pledged, hypothecated and transferred to the Lender, and granted to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the Collateral (other than Excluded Assets), including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor, as security for the payment or performance, as applicable, in full of the Obligations, hereby collaterally assigns, mortgages, pledges, hypothecates and transfers to the Lender, and grants to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "**Trademark Collateral**"):

- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the "**Trademarks**");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is: Two Stamford Plaza, 4th Floor, Stamford, Connecticut 06901.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest
(Trademarks) to be duly executed by its duly authorized officer as of April 8, 2016.

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SMARTYPANTS, INC.

By: 

Name: Courtney Nichols Gould

Title: Chief Executive Officer

[Signature page to Grant of Security Interest (Trademarks)]

TRADEMARK
REEL: 005768 FRAME: 0879

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of April 11, 2016

<u>Trademark</u>	<u>Registration Number</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Filing Date</u>
SmartyPants	4026710	77-906521	September 13, 2011	January 6, 2010
Health Simplified	4615851	85-835729	October 7, 2014	January 29, 2013
Respect The Gummy	-----	86-309457	-----	June 13, 2014
SmartyClaws	-----	86-760379	-----	September 17, 2015
SmartyPaws	-----	86-760397	-----	September 17, 2015
SmartyPets	-----	86-809713	-----	November 4, 2015
Owl standing sideways and winking mark	-----	86-760408	-----	September 17, 2015

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