

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM399687

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in United States Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hanna Andersson, LLC		09/26/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	One Boston Place, 18th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	86827227	#HANNAJAMS	
Serial Number:	86727718	BRIGHT BABY BASICS	
Serial Number:	86061654	DRESS THEM IN HAPPINESS	
Serial Number:	86327489	H HANNA HOME	
Serial Number:	86327494	H	
Serial Number:	86122089	EST. 1983 HA	
Serial Number:	86978273	EST. 1983 HA	
Serial Number:	73540149	HANNA	
Serial Number:	86868965	HANNA	
Serial Number:	86082964	HANNA ANDERSSON	
Serial Number:	73664449	HANNA ANDERSSON	
Serial Number:	73810434	HANNA ANDERSSON	
Serial Number:	86084417	HANNA ANDERSSON	
Serial Number:	86083339	HANNA HOME	
Serial Number:	86331679	HANNASOFT	
Serial Number:	86248476	HANNA-ME-DOWNS	
Serial Number:	86094355	LOVE, HANNA	
Serial Number:	86813537		
Serial Number:	85406546	VERY GÜD	
<b>TRADEMARK</b>			

OP \$490.00 86827227

**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:** 614-280-3566**Email:** james.murray@wolterskluwer.com**Correspondent Name:** James Murray**Address Line 1:** 4400 Easton Commons Way, Suite 125**Address Line 2:** CT Corporation**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold
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<b>SIGNATURE:</b>	/Joanne BL Arnold/
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<b>DATE SIGNED:</b>	09/26/2016
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**Total Attachments: 6**

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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):**

Hanna Andersson, LLC

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation  
☒ Limited Liability Company

Citizenship: Delaware

Execution Date(s) September 26, 2016

Additional names of conveying parties attached? ☐ Yes ☒ No

**2. Name and address of receiving party(ies)**

☐ Yes

Additional names, addresses, or citizenship attached? ☒ No

Name: Wells Fargo Bank, National Association

Internal  
Address:

Street Address: One Boston Place, 18th Floor

City: Boston

State: MA

Country: USA Zip: 02108

☒ 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 Grant of Security Interest in United States Trademarks

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

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

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

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: c/s-udsalbany@wolterskluwer.com

**6. Total number of applications and registrations involved: 20**

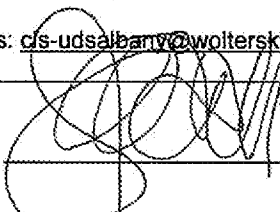
**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- ☐ 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

Joanne BL Arnold

Name of Person Signing

September 26, 2016

Date

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Hanna Andersson, LLC, a Delaware limited liability company (the "Grantor") having its chief executive office at 608 NE 19th Avenue, Portland, Oregon 97232, hereby pledges and grants (this "Grant") to Wells Fargo Bank, National Association, as Collateral Agent, with principal offices at One Boston Place, 18th Floor, Boston, Massachusetts 02108, (the "Grantee"), for the benefit of the Secured Creditors (as such term is defined in the Security Agreement referred to below), a continuing security interest in all of the right, title and interest of such Grantor in, to and under (i) the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof (but prior to the Termination Date) for infringement of any of the Marks or unfair competition regarding the same (collectively, the "Mark Collateral"). With respect to United States Marks, notwithstanding the foregoing in no event shall Mark Collateral include any "intent to use" Mark application for which a statement of use has not been filed (but only until such statement is filed and accepted by the United States Patent and Trademark Office whereupon such applications shall be automatically subject to the lien granted herein and deemed included in the Mark Collateral).

THIS GRANT is made to secure the prompt and complete payment and performance when due of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of September [26], 2016 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Mark Collateral acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Security Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Grant, the terms of Intercreditor Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 26 day  
of September, 2016.

HANNA ANDERSSON, LLC, Grantor

By: Bernadette McGinn  
Name: Bernadette McGinn  
Title: Treasurer

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Collateral Agent and Grantee

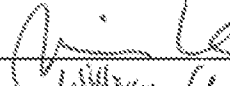
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the  
26 day of September, 2016.

HANNA ANDERSSON, LLC, Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Collateral Agent and Grantee

By:   
Name: William Chen  
Title: Director

SCHEDULE A  
TO  
GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

United States Trademarks and Applications

See attached.

SCHEDULE A

United States Trademarks and Applications

MARK	REG./APP NO.	REG./APP DATE
#HANNAJAMS	86/827,227	11/20/2015
BRIGHT BABY BASICS	86/727,718	08/17/2015
DRESS THEM IN HAPPINESS	86/061,654	09/11/2013
H HANNA HOME AND DESIGN 	86/327,489	07/02/2014
H HEART DESIGN 	86/327,494	07/02/2014
HA EST. 1983 AND DESIGN 	86/122,089	11/18/2013
HA EST. 1983 AND DESIGN 	86/978,273	11/18/2013
HANNA (STYLIZED)	73/540,149	05/28/1985
HANNA (Stylized) 	86/868,965	01/07/2016
HANNA ANDERSSON	86/082,964	10/04/2013
HANNA ANDERSSON	73/664,449	06/03/1987
HANNA ANDERSSON	73/810,434	07/03/1989
HANNA ANDERSSON	86/084,417	10/07/2013
HANNA HOME	86/083,339	10/04/2013
HANNA SOFT	86/331,679	07/08/2014
HANNA-ME-DOWNS	86/248,476	04/10/2014
LOVE, HANNA	86/094,355	10/17/2013
MISCELLANEOUS DESIGN (STOREFRONT TRADE DRESS) 	86/813,537	11/09/2015
VERY GUD AND DESIGN 	85/406,546	08/24/2011
HANNA ANDERSSON	IR 1182549	10/02/2013