

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402774

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YOUNG PS ACQUISITIONS, LLC		10/18/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MARKETS LLC		
Street Address:	150 S. WACKER DRIVE		
Internal Address:	SUITE 500		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2433837	ACHIEVE	
Registration Number:	2526006	CROCK-A-GATOR	
Serial Number:	85791548	DINOSAUR	
Registration Number:	2165992	GREAT WHITE SHARK	
Registration Number:	4194935	MINTBURST	
Registration Number:	2353057		
Registration Number:	2435984		
Registration Number:	4135009	OCEAN PALS	
Registration Number:	1626886	PERFECT TOUCH	
Registration Number:	1806165	PLAK SMACKER	
Registration Number:	2180835	PLAK SMACKER	
Registration Number:	3920404	PLUS2	
Registration Number:	4447104	PERFECT TOUCH	
Registration Number:	4645475	TRUFIT	
CORRESPONDENCE DATA			
Fax Number:	4045723408		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4045723408
Email: mramic@kslaw.com
Correspondent Name: Mia Ramic King and Spalding
Address Line 1: 1180 Peachtree Street NE
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	24080.233005
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NAME OF SUBMITTER:	/s/ Mia Ramic
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SIGNATURE:	/s/ Mia Ramic
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DATE SIGNED:	10/20/2016
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Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 18th day of October, 2016 by YOUNG PS ACQUISITIONS, LLC, a Delaware limited liability company (“**Grantor**”), in favor of GOLUB CAPITAL MARKETS LLC, in its capacity as Agent (as successor in interest to Madison Capital Funding LLC pursuant to the Agreement Regarding Agency Resignation, Appointment and Acceptance dated as of even date herewith) for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Young Innovations, Inc., a Missouri corporation and the parent of Grantor as “Borrower”, the financial institutions party thereto from time to time as Lenders and Grantee, as Agent, have entered into a certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrower (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of a certain Amended and Restated Guarantee and Collateral Agreement of even date herewith among Grantee, Grantor, the Borrower and the other loan parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, including by joinder, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

WHEREAS, this Agreement amends and restates, in their entirety, the Trademark Security Agreement, dated as of January 31, 2013 and the Trademark Security Agreement, dated May 20, 2014, each made among the Grantor and Madison Capital Funding LLC.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Guarantee and Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Grantee pursuant to the Guarantee and Collateral Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral (as defined below) made and granted hereby are more fully set forth in the

Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

- (i.) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (ii.) all proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States 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 United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

4. Termination. This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the Payment in Full (as defined in the Credit Agreement) of the Obligations (as defined in the Credit Agreement). Upon the termination of this Agreement, Grantee shall, at Grantor's sole cost and expense, execute all customary documents, make all filings, and take all other actions reasonably requested by Grantor, all in form reasonably satisfactory to Grantee, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein, all without representation or warranty.

5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the

same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single document.

6. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

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Execution Version

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

YOUNG PS ACQUISITIONS, LLC, a Delaware limited liability company

By: _____

Name: Julia Carter

Title: Vice President and Assistant Secretary

Agreed and Accepted
As of the Date First Written Above:

GOLUB CAPITAL MARKETS LLC,
as Agent

By: _____
Name:
Title:

Schedule A

Trademark Registrations and Applications

Trademark	Current Owner/Applicant	Status	App. #	Filing Date	Reg. #	Reg. Date
ACHIEVE	Young PS Acquisitions, LLC	Registered	75/441622	27-Feb-1998	2433837	06-Mar-2001
CROCK-A-GATOR	Young PS Acquisitions, LLC	Registered	75/938523	08-Mar-2000	2526006	01-Jan-2002
DINOSAUR	Young PS Acquisitions, LLC	Filed	85/791548	30-Nov-2012		
GREAT WHITE SHARK	Young PS Acquisitions, LLC	Registered	75/341615	15-Aug-1997	2165992	16-Jun-1998
MINTBURST	Young PS Acquisitions, LLC	Registered	77/742503	21-May-2009	4194935	21-Aug-2012
MISCELLANEOUS DESIGN (Dinosaur)	Young PS Acquisitions, LLC	Registered	75/395967	25-Nov-1997	2353057	30-May-2000
MISCELLANEOUS DESIGN (Shark with Fish)	Young PS Acquisitions, LLC	Registered	75/396005	25-Nov-1997	2435984	13-Mar-2001
OCEAN PALS	Young PS Acquisitions, LLC	Registered	85/409842	29-Aug-2011	4135009	01-May-2012
PERFECT TOUCH	Young PS Acquisitions, LLC	Registered	73/808956	26-Jun-1989	1626886	11-Dec-1990
PLAK SMACKER	Young PS Acquisitions, LLC	Registered	74/371241	24-Mar-1993	1806165	23-Nov-1993
PLAK SMACKER and Design	Young PS Acquisitions, LLC	Registered	75/373169	15-Oct-1997	2180835	11-Aug-1998
PLUS2	Young PS Acquisitions, LLC	Registered	77/715694	16-Apr-2009	3920404	15-Feb-2011
PERFECT TOUCH	Young PS Acquisitions, LLC	Registered	85/902308	12-Apr-2013	4447104	10-Dec-2013
TRUFIT ¹	Young PS Acquisitions, LLC	Pending (Intent to Use)	85/482481	29-Nov-2011	4645475	25-Nov-2014

¹ This trademark application is an intent-to-use trademark application and, therefore, is not included Trademark Collateral at this time.