

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404995

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HANNA ANDERSSON, LLC		11/09/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Collateral Agent		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4997642	#HANNAJAMS	
Serial Number:	86727718	BRIGHT BABY BASICS	
Registration Number:	4882439	H HANNA HOME	
Registration Number:	4882440	H	
Registration Number:	4919648	EST. 1983 HA	
Registration Number:	1395322	HANNA	
Registration Number:	5008102	HANNA	
Registration Number:	1478085	HANNA ANDERSSON	
Registration Number:	1582686	HANNA ANDERSSON	
Registration Number:	4501874	HANNA ANDERSSON	
Registration Number:	4964957	HANNA HOME	
Registration Number:	4989187	HANNASOFT	
Registration Number:	4644598	HANNA-ME-DOWNS	
Registration Number:	4822730	LOVE, HANNA	
Serial Number:	86813537		
Registration Number:	4141865	VERY GÜD	
Registration Number:	1881013	HANNADOWNS	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 4997642

Fax Number: 3128637806

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: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7537.012
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NAME OF SUBMITTER:	Nancy Brougher
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SIGNATURE:	/njb/
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DATE SIGNED:	11/09/2016
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Total Attachments: 5

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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 MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Collateral Agent, with principal offices at 311 South Wacker Drive, Suite 6400, Chicago, Illinois 60606, (the "Grantee"), for the benefit of the Secured Creditors (as 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 (as defined in the Security Agreement referred to below),) 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 November 9, 2016 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the termination of the Commitments (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 9th day of November, 2016.

HANNA ANDERSSON, LLC, Grantor

By: Bernadette McGinn
Name: Bernadette McGinn

Title: Treasurer

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Collateral Agent and
Grantee

By: _____
Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 9th day of November, 2016.


HANNA ANDERSSON, LLC, Grantor

By: _____

Name:

Title:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Collateral Agent and
Grantee





By:  _____



Name: Jeffrey Cupples

Title: Managing Director

SCHEDULE A
TO
GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

United States Trademarks and Applications

Grantor	Mark	App. No.	Reg. No.	Filing Date	Issue Date
Hanna Andersson, LLC	#HANNAJAMS	86/827,227	4997642	11/20/2015	07/12/2016
Hanna Andersson, LLC	BRIGHT BABY BASICS	86/727,718		08/17/2015	
Hanna Andersson, LLC	H HANNA HOME AND DESIGN 	86/327,489	4,882,439	07/02/2014	01/05/2016
Hanna Andersson, LLC	H HEART DESIGN 	86/327,494	4,882,440	07/02/2014	01/05/2016
Hanna Andersson, LLC	HA EST. 1983 AND DESIGN 	86/978,273	4,919,648	11/18/2013	03/15/2016
Hanna Andersson, LLC	HANNA (STYLIZED)	73/540,149	1,395,322	05/28/1985	05/27/1986
Hanna Andersson, LLC	HANNA (Stylized) 	86/868,965	5008102	01/07/2016	07/26/2016
Hanna Andersson, LLC	HANNA ANDERSSON	73/664,449	1,478,085	06/03/1987	02/23/1988
Hanna Andersson, LLC	HANNA ANDERSSON	73/810,434	1,582,686	07/03/1989	02/13/1990
Hanna Andersson, LLC	HANNA ANDERSSON	86/084,417	4,501,874	10/07/2013	03/25/2014
Hanna Andersson, LLC	HANNA HOME	86/083,339	4964957	10/04/2013	5/24/2016
Hanna Andersson,	HANNA SOFT	86/331,679	4989187	07/08/2014	06/28/2016

Grantor	Mark	App. No.	Reg. No.	Filing Date	Issue Date
LLC					
Hanna Andersson, LLC	HANNA-ME-DOWNS	86/248,476	4,644,598	04/10/2014	11/25/2014
Hanna Andersson, LLC	LOVE, HANNA	86/094,355	4,822,730	10/17/2013	09/29/2015
Hanna Andersson, LLC	MISCELLANEOUS DESIGN (STOREFRONT TRADE DRESS) 	86/813,537		11/09/2015	
Hanna Andersson, LLC	VERY GUD AND DESIGN 	85/406,546	4,141,865	08/24/2011	05/15/2012
Hanna Andersson, LLC	HANNADOWNS	74498061	1881013	03/07/1994	02/28/1995
Hanna Andersson, LLC	HANNA ANDERSSON	IR-1182549	IR-1182549	10/02/2013	10/02/2013