

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422487

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gold, Inc.		03/31/2017	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	THL Corporate Finance, Inc., as Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3322188	HARNESS BUDDY	
Registration Number:	3559226		
Registration Number:	3559223		
Registration Number:	3559217		
Registration Number:	3882229	2-IN-1	
Registration Number:	2212404	GOLD BUG	
Registration Number:	1196875	GOLDBUG	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	04/04/2017		

OP \$190.00 3322188

Total Attachments: 10

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This Trademark Security Agreement is subordinated to the prior payment and satisfaction in cash of all Senior Debt, as defined in the Amended and Restated Intercreditor Agreement dated as of March 31, 2017 among UMB Bank, n.a. (f/k/a UMB Bank Colorado, n.a.), as Senior Lender, and THL Corporate Finance, Inc., as Junior Agent, as the same may be amended, modified, restated or supplemented from time to time (the “Intercreditor Agreement”), to the extent, and in the manner provided in the Intercreditor Agreement.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2017, is made by Gold, Inc. (the “Grantor”), in favor of THL Corporate Finance, Inc. (the “Agent”) as contractual representative for itself and the other Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, Agent and Grantor, among others, have entered into that certain Subordinated Term Loan Agreement dated as of December 31, 2012 (as previously amended and as further amended, restated or replaced from time to time, the “Credit Agreement”), pursuant to which the Lenders have made credit extensions to the Grantor;

WHEREAS, the Grantor has agreed, pursuant to the Security and Pledge Agreement dated as of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), to grant to Agent, on behalf of the Lenders, a security interest in all of the intellectual property of Grantor; and

NOW, THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Defined Terms.

a. Capitalized terms used herein without definition are used as defined in the Security Agreement or, to the extent not defined therein, the Credit Agreement.

b. The following terms shall have the following meanings:

“IP Ancillary Rights” means, with respect to any intellectual property, as applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such intellectual property and all income, royalties, proceeds and related rights to payment at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such intellectual property, including all rights to sue or recover

at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other IP Ancillary Right.

“IP License” means all contractual obligations (and all related IP Ancillary Rights), whether written or oral, granting any right, title and interest in or relating to any intellectual property (excluding any off the shelf software licensed under a shrink-wrap or click-wrap license or subscription agreement).

“Trademarks” means all United States and foreign trademarks, trade names, corporate names, company 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, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or otherwise, all common-law rights related thereto, and all goodwill of the business connected with the use of or symbolized by any of the foregoing and the right to obtain all renewals thereof.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent, on behalf of the Lenders, and grants to Agent, on behalf of the Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the Trademark Collateral):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and related rights to payment at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent, on behalf of the Lenders, pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with

respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder, consistent with the Grantor's obligation and subject to the limitations otherwise set forth in the Security Agreement.

Section 5. Counterparts. This Trademark Security 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 counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Submission To Jurisdiction; Waivers. The provisions of Sections 10.14 (*Consent to Jurisdiction*) and 10.16 (*Waivers*) of the Credit Agreement are hereby incorporated herein as if fully set forth herein, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

GOLD, INC.

By: _____

Name: Katherine Gold

Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

AGENT:

THL CORPORATE FINANCE, INC.

By 

Name: *Chris J. Flynn*

Title: *CO-CEO*

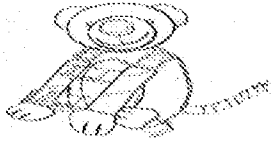
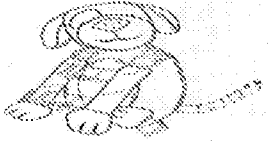


Signature Page to Trademark Security Agreement

TRADEMARK
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**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**



TRADEMARKS


1. REGISTERED TRADEMARKS (U.S.)

<u>Name of Credit Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Class</u>	<u>Mark</u>
Gold, Inc.	United States	3,322,188	Class 18: Child backpack	HARNESS BUDDY
Gold, Inc.	United States	3,559,226	Class 18: Child backpack	 [Bear Backpack Design]
Gold, Inc.	United States	3,559,223	Class 18: Child backpack.	 [Dog Backpack Design]
Gold, Inc.	United States	3,559,217	Class 18: Child backpack.	 [Monkey Backpack Design]
Gold, Inc.	United States	3,882,229	Class 18: Child backpack.	2-IN-1
Gold, Inc.	United States	2,212,404	Class 12: Car seat covers and seat belt straps for children and infants. Class 20: Furniture and furniture accessories for children and infants, namely, head support pads, changing pads, high-chair pads infant carriers, and teething guards. Class 25: Children and infant clothing, namely, underwear, boxers, tights, hosiery, and swimsuits; footwear and headwear.	 [GOLD BUG & Design]
Gold, Inc.	United States	1,196,875	Class 25: Children's shoe and socks and infants' shoes, socks and booties.	GOLDBUG

2. REGISTERED TRADEMARKS (FOREIGN)

<u>Name of Credit Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Class</u>	<u>Mark</u>
Gold, Inc.	Australia	A455575	Class 25: Hosiery and socks.	GOLD BUG
Gold, Inc.	Australia	966469	Class 25: Clothing, footwear, headgear, sleepwear, including accessories for the aforementioned in this being goods for 25.	GOLD BUG
Gold, Inc.	Australia	966775	Class 25: Clothing, footwear, headgear, sleepwear, including accessories for the aforementioned in this class.	 [Logo Design]
Gold, Inc.	Brazil	840059477	Class 25: Baby clothing, hair wraps, headbands	GOLD BUG
Gold, Inc.	Brazil	840059450	Class 26: Tethered harnesses for children.	GOLD BUG
Gold, Inc.	Canada	568949	Class 12: Car cover seats and seat belt straps for children and infants. Class 20: Furniture and furniture accessories for children and infants, namely, head support pads, changing pads, high-chair pads infant carriers, and teething guards. Class 25: Children and infant clothing, namely, underwear, boxers, tights, hosiery, and swimsuits; footwear and headwear.	 [GOLD BUG & Design]
Gold, Inc.	China	10651910	Class 18: Backpacks for children incorporating tethers.	GOLD BUG
Gold, Inc.	China	10651481	Class 26: Accessories for wearing in the hair, hair clips, hair bows.	GOLD BUG
Gold, Inc.	China	13679294	Class 18: children backpacks with harness; backpacks ; slings for carrying infants; fur-skins; leather cushion; umbrellas; leather laces; canes; harness for animals	GoFish Global

<u>Name of Credit Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Class</u>	<u>Mark</u>
Gold, Inc.	China	13679293	Class 25: socks; infant's shoes; children's shoes; clothing; layettes [clothing]; headgear for wear; gloves [clothing]; scarf; suspenders; shower caps.	GoFish Global
Gold, Inc.	China	13679292	Class 26: hair accessories; reins for guiding children; shoulder strap; hook and pile fastening tapes; plaited hair; knitting needles; artificial flowers; shoulder pads for clothing; heat adhesive patches for repairing textile articles	GoFish Global
Gold, Inc.	European Union	000657874	Class 24: Childrens and infants safety and comfort items, namely, head support pads, changing pads, changing pillows, changing sheets, high chair pads, car seat covers, seat belt strap covers, e.g. for cars and/or baby buggies, crib sheet protectors, padded articles of textile material. Class 25: Children's and infants clothing; footwear and head gear. Class 28: Toys, games and playthings.	 [GOLD BUG & Design]
Gold, Inc.	Germany	1141330	Class 24: Articles being used for comfort and safety of babies and toddlers, namely, baby head supports, safety seats, car seat covers, shopping cart seats, changing pads, blankets with zippers, support cushions. Class 25: Children's shoes, socks and booties for toddlers, tights (for infants and toddlers), bootie socks.	GOLD BUG
Gold, Inc.	Hong Kong	302613951	Class 25: Clothing, footwear, headgear	 [GOLD BUG & Design]

<u>Name of Credit Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Class</u>	<u>Mark</u>
Gold, Inc.	Japan	5627687	Class 12: Fabric covers for use on straps of car seats, carriers and strollers; Cushions and pads for head supports for babies and infants for use in car seats, carriers and strollers; Carriers and strollers and their parts and accessories; Car seats and their parts and accessories Class 20: Mats having infant head supports; Cushions and pads for infant head supports; Pillows for babies and infants.	GOLD BUG
Gold, Inc.	Japan	5594476	Class 25: Baby clothing, headbands, socks and hosiery and other clothing. Class 26: Accessories for wearing in the hair, hair clips, hair bows, hair ornaments mainly consisting of elastic or elasticized fabric for wrapping around the hair; Reins for guiding children.	GOLD BUG
Gold, Inc.	Mexico	367775	Class 24: Knitted, netted and textile fabric.	GOLD BUG
Gold, Inc.	Mexico	367776	Class 25: Footwear.	GOLD BUG
Gold, Inc.	Mexico	433236	Class 25: All kind of clothing (except for protection and covers for animals)	GOLD BUG
Gold, Inc.	New Zealand	718406	Class 25: Clothing, footwear, headgear, sleepwear, including accessories for the aforementioned in this class.	 [GOLD BUG & Design]

3. TRADEMARK APPLICATIONS

<u>Name of Credit Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Applicant</u>	<u>Mark</u>
Gold, Inc.	Venezuela	14768-98	Class 16: Paper, cardboard and goods made from these materials not included in other classes; printer matter; bookbinding	GOLD BUG

<u>Name of Credit Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Applicant</u>	<u>Mark</u>
			material; newspapers; books; stationery, adhesives for stationery or household purposes.	
Gold, Inc.	Venezuela	14769-98	Class 25: Clothing, footwear, headgear	GOLD BUG

4. IP LICENSES

EVERUP Serial Number 86/893,452 (United States) for “clothing, namely, socks, mittens, gloves, hats and hosiery”, licensed to Gold, Inc. from Parkour, LLC pursuant to the Intellectual Property License Agreement dated October 1, 2015

EVERUP Serial Number 1308335 (China) for “clothing, namely, socks, mittens, gloves, hats and hosiery”, licensed to Gold, Inc. from Parkour, LLC pursuant to the Intellectual Property License Agreement dated October 1, 2015

<u>Credit Party</u>	<u>Licensor of Inbound License</u>	<u>Name and Date of License Agreement</u>	<u>Description of Licensed Intellectual Property Rights</u>
Gold, Inc.	The William Carter Company and OshKosh B’Gosh, Inc.	Amended and Restated License Agreement 2012	Following Trademarks: CARTER’S, OSHKOSH, OSKKOSH B’GOSH, JUST ONE YOU, PRECIOUS FIRSTS, CHILD OF MINE
Gold, Inc.	Eddie Bauer Licensing Services LLC	License Agreement January 1, 2013	Following Trademarks: Eddie Bauer (word mark) and Eddie Bauer signature logo
Gold, Inc.	Garan Services Corp.	Trademark License Agreement March 17, 2011	Following Trademark: GARANIMALS
Gold, Inc.	Parkour, LLC	Intellectual Property License Agreement dated October 1, 2015	Gold, Inc. licenses the “GOLDBUG” trademark to Parkour, LLC through December 31, 2017