

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427400

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Skip Hop Holdings, Inc.		05/11/2017	Corporation: DELAWARE
Skip Hop, Inc.		05/11/2017	Corporation: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent
<b>Street Address:</b>	IL1-1145/54/63, P.O. Box 6026
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60680
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 82

Property Type	Number	Word Mark
Registration Number:	3591986	SKIP HOP
Registration Number:	3663679	SKIP HOP
Registration Number:	4637594	SKIP HOP
Registration Number:	3165273	SKIP HOP
Registration Number:	3663494	SKIP HOP
Registration Number:	3663501	SKIP HOP
Registration Number:	3663502	SKIP HOP
Registration Number:	4893185	SKIP HOP
Registration Number:	4893169	SKIP HOP
Registration Number:	4893175	SKIP HOP
Registration Number:	4893170	SKIP HOP
Registration Number:	4893173	SKIP HOP
Registration Number:	4893171	SKIP HOP
Registration Number:	4893172	SKIP HOP
Registration Number:	4893174	SKIP HOP
Registration Number:	4918306	SKIP HOP
Registration Number:	3003466	SKIP * HOP
Registration Number:	3865923	CHELSEA & MAIN

OP \$2065.00 3591986

Property Type	Number	Word Mark
Registration Number:	4083414	HUG & HIDE
Registration Number:	3292662	PRONTO!
Registration Number:	4099153	ALWAYS A LEAP AHEAD
Registration Number:	4084006	ALWAYS A LEAP AHEAD
Registration Number:	4111402	ALWAYS A LEAP AHEAD
Registration Number:	4102045	ALWAYS A LEAP AHEAD
Registration Number:	4313777	ALWAYS A LEAP AHEAD
Registration Number:	4276517	COMPLETE SHEET
Registration Number:	4956055	MUST-HAVES MADE BETTER
Registration Number:	4956053	MUST-HAVES MADE BETTER
Registration Number:	4972490	MUST-HAVES MADE BETTER
Registration Number:	4892440	MUST-HAVES MADE BETTER
Serial Number:	86861487	MUST-HAVES MADE BETTER
Registration Number:	4955903	MUST-HAVES MADE BETTER
Registration Number:	4956039	MUST-HAVES MADE BETTER
Registration Number:	4955904	MUST-HAVES MADE BETTER
Registration Number:	5029782	MUST-HAVES MADE BETTER
Registration Number:	4956054	MUST-HAVES MADE BETTER
Registration Number:	4955905	MUST-HAVES MADE BETTER
Registration Number:	4955906	MUST-HAVES MADE BETTER
Serial Number:	85974444	TOOLS FOR TODDLERS!
Registration Number:	4044915	ZOO
Registration Number:	4062714	ZOO
Registration Number:	4044918	ZOO
Registration Number:	4044908	ZOO
Registration Number:	3872137	ZOO PACK
Registration Number:	4829017	ZOOJAMAS
Registration Number:	4922953	ZOO
Registration Number:	4922838	ZOO
Registration Number:	4922839	ZOO
Registration Number:	4922845	ZOO
Registration Number:	4922842	ZOO
Registration Number:	4922844	ZOO
Registration Number:	4922843	ZOO
Registration Number:	5160457	ZOO
Serial Number:	86765583	BROOKLYN BEE
Serial Number:	86765595	DARBY DOG
Serial Number:	86765620	HUDSON HEDGEHOG

Property Type	Number	Word Mark
Serial Number:	86765612	EUREKA UNICORN
Serial Number:	86765604	DAKOTA DINOSAUR
Serial Number:	86765578	PIA PANDA
Serial Number:	86765573	OTIS OWL
Registration Number:	5085062	ZOOTENSILS
Serial Number:	87218837	ZOOYAH!
Serial Number:	87218862	ZOOYAH!
Serial Number:	87218891	ZOOYAH!
Serial Number:	87218906	ZOOYAH!
Serial Number:	87218957	ZOOYAH!
Serial Number:	87218969	ZOOYAH!
Serial Number:	87218987	ZOOYAH!
Serial Number:	87219013	ZOOYAH!
Serial Number:	87219039	ZOOYAH!
Serial Number:	87219075	ZOOYAH!
Serial Number:	87219089	ZOOYAH!
Serial Number:	87219331	ZOOYAH!
Serial Number:	87219185	ZOOYAH!
Serial Number:	86819580	ZOOYAH!
Registration Number:	4717611	ZOO TEAM
Registration Number:	5014913	SNUG SEAL WIPES CASE
Serial Number:	86938968	SILVER LINING CLOUD ACTIVITY GYM
Serial Number:	86942592	EXPLORE & MORE FUNSCAPE ACTIVITY GYM
Serial Number:	87140997	SUITE BY SKIP HOP
Serial Number:	87214518	
Serial Number:	87214525	

**CORRESPONDENCE DATA**

**Fax Number:** 4045725100

*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:** 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:** 58708.015016

**NAME OF SUBMITTER:** /s/ Mia Ramic

**SIGNATURE:** /s/ Mia Ramic

**DATE SIGNED:**

05/12/2017

**Total Attachments: 11**

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## Trademark Security Agreement

Trademark Security Agreement, dated as of May 11, 2017, by Skip Hop Holdings, Inc., a Delaware corporation, and Skip Hop, Inc., a New York corporation (individually, a “Pledgor” and, collectively, the “Pledgors”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

### W I T N E S S E T H:

WHEREAS, the Pledgors are party to an Amended and Restated Security Agreement, dated September 16, 2015 (the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds (other than Excluded Property) of any and all of the foregoing.

Notwithstanding anything to the contrary contained herein, for the avoidance of doubt, the foregoing Pledged Collateral shall not include any intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. When all the Secured Obligations (other than (i) contingent indemnification obligations and (ii) obligations and liabilities under Swap Contracts and Treasury Management Agreements not then due and payable) have been paid in full and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired or been sooner terminated and all Letters of Credit have expired or have been terminated or cash collateralized or with respect to which other arrangements reasonably satisfactory to the Administrative

Agent and the L/C Issuer shall have been made in accordance with the provisions of the Credit Agreement, this Trademark Security Agreement shall terminate. Upon the termination of the Trademark Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SKIP HOP HOLDINGS, INC.

By: Richard F. Westenberg  
Name: Richard F. Westenberg  
Title: Treasurer

SKIP HOP, INC.

By: Richard F. Westenberg  
Name: Richard F. Westenberg  
Title: Treasurer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

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

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SKIP HOP HOLDINGS, INC.

By: \_\_\_\_\_

Name: Michael D. Casey

Title: President

SKIP HOP, INC.

By: \_\_\_\_\_

Name: Michael D. Casey

Title: President

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By: \_\_\_\_\_

Name: John A. Horst

Title: Executive Director







**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

See attached (all owned by Skip Hop, Inc.).

**ATTACHMENT 4.13(a)(iii)  
REGISTERED TRADEMARKS AND APPLICATIONS FOR REGISTRATION OF TRADEMARKS**

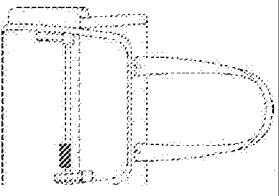
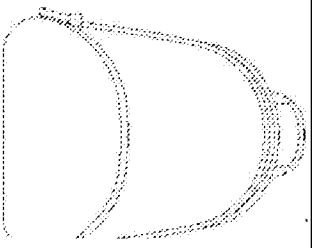
<b>Country Name</b>	<b>Trademark Name</b>	<b>App Name</b>	<b>Reg Number</b>	<b>Filing Date</b>	<b>Reg Date</b>
United States of America	SKIP HOP	77170226	3591986	01-May-2007	17-Mar-2009
United States of America	SKIP HOP	77688066	3663679	11-Mar-2009	04-Aug-2009
United States of America	SKIP HOP	85660152	4637594	25-Jun-2012	11-Nov-2014
United States of America	SKIP HOP	78774924	3165273	16-Dec-2005	31-Oct-2006
United States of America	SKIP HOP	77658270	3663494	28-Jan-2009	04-Aug-2009
United States of America	SKIP HOP	77658319	3663501	28-Jan-2009	04-Aug-2009
United States of America	SKIP HOP	77658344	3663502	28-Jan-2009	04-Aug-2009
United States of America	SKIP HOP	86731734	4893185	20-Aug-2015	26-Jan-2016
United States of America	SKIP HOP	86722206	4893169	12-Aug-2015	26-Jan-2016
United States of America	SKIP HOP	86722295	4893175	12-Aug-2015	26-Jan-2016
United States of America	SKIP HOP	86722224	4893170	12-Aug-2015	26-Jan-2016
United States of America	SKIP HOP	86722268	4893173	12-Aug-2015	26-Jan-2016
United States of America	SKIP HOP	86722231	4893171	12-Aug-2015	26-Jan-2016
United States of America	SKIP HOP	86722239	4893172	12-Aug-2015	26-Jan-2016
United States of America	SKIP HOP	86722290	4893174	12-Aug-2015	26-Jan-2016

Country Name	Trademark Name	App Name	Reg Number	Filing Date	Reg Date
United States of America	SKIP HOP	86722244	4918306	12-Aug-2015	15-Mar-2016
United States of America		76607370	3003466	17-Aug-2004	04-Oct-2005
United States of America	CHELSEA & MAIN	77980222	3865923	06-Apr-2009	19-Oct-2010
United States of America	HUG & HIDE	85332748	4083414	27-May-2011	10-Jan-2012
United States of America	PRONTO!	76666261	3292662	18-Sep-2006	18-Sep-2007
United States of America	ALWAYS A LEAP AHEAD	85399899	4099153	17-Aug-2011	14-Feb-2012
United States of America	ALWAYS A LEAP AHEAD	85362013	4084006	01-Jul-2011	10-Jan-2012
United States of America	ALWAYS A LEAP AHEAD	85361502	4111402	01-Jul-2011	13-Mar-2012
United States of America	ALWAYS A LEAP AHEAD	85361805	4102045	01-Jul-2011	21-Feb-2012
United States of America	ALWAYS A LEAP AHEAD	85361834	4313777	01-Jul-2011	02-Apr-2013
United States of America	COMPLETE SHEET	85343092	4276517	10-Jun-2011	15-Jan-2013
United States of America	MUST-HAVES MADE BETTER	86861465	4956055	30-Dec-2015	10-May-2016
United States of America	MUST-HAVES MADE BETTER	86861458	4956053	30-Dec-2015	10-May-2016
United States of America	MUST-HAVES MADE BETTER	86776005	4972490	02-Oct-2015	07-Jun-2016
United States of America	MUST-HAVES MADE BETTER	86664301	4892440	16-Jun-2015	26-Jan-2016
United States of America	MUST-HAVES MADE BETTER	86861487		30-Dec-2015	

Country Name	Trademark Name	App Name	Reg Number	Filing Date	Reg Date
United States of America	MUST-HAVES MADE BETTER	86776022	4955903	02-Oct-2015	10-May-2016
United States of America	MUST-HAVES MADE BETTER	86849175	4956039	15-Dec-2015	10-May-2016
United States of America	MUST-HAVES MADE BETTER	86776034	4955904	02-Oct-2015	10-May-2016
United States of America	MUST-HAVES MADE BETTER	86664312	5029782	16-Jun-2015	30-Aug-2016
United States of America	MUST-HAVES MADE BETTER	86861461	4956054	30-December-2015	10-May-2016
United States of America	MUST-HAVES MADE BETTER	86776060	4955905	02-Oct-2015	10-May-2016
United States of America	MUST-HAVES MADE BETTER	86776073	4955906	02-Oct-2015	10-May-2016
United States of America	TOOLS FOR TODDLERS!	85974444		01-Jul-2013	
United States of America		85277526	4044915	25-Mar-2011	25-Oct-2011
United States of America		85277494	4062714	25-Mar-2011	29-Nov-2011
United States of America		85277546	4044918	25-Mar-2011	25-Oct-2011
United States of America		85277449	4044908	25-Mar-2011	25-Oct-2011
United States of America	ZOO PACK	77826112	3872137	14-Sep-2009	09-Nov-2010

Country Name	Trademark Name	App Name	Reg Number	Filing Date	Reg Date
United States of America	ZOOJAMAS	86512931	4829017	23-Jan-2015	06-Oct-2015
United States of America	ZOO	86731749	4922953	20-Aug-2015	22-Mar-2016
United States of America	ZOO	86722306	4922838	12-Aug-2015	22-Mar-2016
United States of America	ZOO	86722314	4922839	12-Aug-2015	22-Mar-2016
United States of America	ZOO	86722365	4922845	12-Aug-2015	22-Mar-2016
United States of America	ZOO	86722339	4922842	12-Aug-2015	22-Mar-2016
United States of America	ZOO	86722355	4922844	12-Aug-2015	22-Mar-2016
United States of America	ZOO	86722345	4922843	12-Aug-2015	22-Mar-2016
United States of America	ZOO	87124439	5160457	02-Aug-2016	14-Mar-2017
United States of America	BROOKLYN BEE	86765583		23-Sep-2015	
United States of America	DARBY DOG	86765595		23-Sep-2015	
United States of America	HUDSON HEDGEHOG	86765620		23-Sep-2015	
United States of America	EUREKA UNICORN	86765612		23-Sep-2015	
United States of America	DAKOTA DINOSAUR	86765604		23-Sep-2015	
United States of America	PIA PANDA	86765578		23-Sep-2015	
United States of America	OTIS OWL	86765573		23-Sep-2015	

Country Name	Trademark Name	App Name	Reg Number	Filing Date	Reg Date
United States of America	ZOOTENSILS	86794360	5085062	21-Oct-2015	22-Nov-2016
United States of America	ZOOPYAH!	87218837		28-Oct-2016	
United States of America	ZOOPYAH!	87218862		28-Oct-2016	
United States of America	ZOOPYAH!	87218891		28-Oct-2016	
United States of America	ZOOPYAH!	87218906		28-Oct-2016	
United States of America	ZOOPYAH!	87218957		28-Oct-2016	
United States of America	ZOOPYAH!	87218969		28-Oct-2016	
United States of America	ZOOPYAH!	87218987		28-Oct-2016	
United States of America	ZOOPYAH!	87219013		28-Oct-2016	
United States of America	ZOOPYAH!	87219039		28-Oct-2016	
United States of America	ZOOPYAH!	87219075		28-Oct-2016	
United States of America	ZOOPYAH!	87219089		28-Oct-2016	
United States of America	ZOOPYAH!	87219331		28-Oct-2016	
United States of America	ZOOPYAH!	87219185		28-Oct-2016	
United States of America	ZOOPYAH!	86819580		13-Nov-2015	
United States of America	ZOO TEAM	86155114	4717611	31-Dec-2013	07-Apr-2015

Country Name	Trademark Name	App Name	Reg Number	Filing Date	Reg Date
United States of America	SNUG SEAL WIPES CASE	86885649	5014913	25-Jan-2016	02-Aug-2016
United States of America	SILVER LINING CLOUD ACTIVITY GYM	86938968		14-Mar-2016	
United States of America	EXPLORE & MORE FUNSCAPE ACTIVITY GYM	86942592		16-Mar-2016	
United States of America	SUITE by Skip Hop	87140997		17-Aug-2016	
United States of America		87214518		25-Oct-2016	
United States of America		87214525		25-Oct-2016	

TRADEMARK

REEL: 006057 FRAME: 0911

RECORDED: 05/12/2017