

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM432751

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LILLEbaby, LLC		06/27/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tree Line Direct Lending, LP, as Collateral Agent		
<b>Street Address:</b>	101 California Street, Suite 1700		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3943348	LÍLLÉBABY	
<b>Registration Number:</b>	4186258	LILLE	
<b>Registration Number:</b>	4186257	LÍLLÉBABY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>			
<b>Phone:</b>	3129932647		
<b>Email:</b>	zeynep.gieseke@lw.com		
<b>Correspondent Name:</b>	Zeynep Gieseke		
<b>Address Line 1:</b>	330 N. Wabash Avenue, Suite 2800		
<b>Address Line 2:</b>	Latham & Watkins LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	057718-0003		
<b>NAME OF SUBMITTER:</b>	Zeynep Gieseke		
<b>SIGNATURE:</b>	/zg/		
<b>DATE SIGNED:</b>	06/27/2017		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 27, 2017, is made by the entity listed on the signature page hereof (the “Grantor”), in favor of TREE LINE DIRECT LENDING, LP (“*Tree Line*”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

### WITNESSETH:

WHEREAS, LILLEBABY HOLDING COMPANY, LLC, a Delaware limited liability company (“*Holdings*”), LILLEBABY ACQUISITION, LLC, a California limited liability company (the “*Acquisition Co.*”), LILLEBABY, LLC, a Delaware limited liability company (“*Borrower*”), the subsidiaries of the Credit Parties that are Guarantors or become Guarantors thereunder pursuant to Section 8.10 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and Tree Line, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”), and the Collateral Agent (in such capacity, together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), have entered into a Credit Agreement dated as of June 27, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, the Grantor is party to a Guaranty and Security Agreement dated as of June 27, 2017 in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

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 of the Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “*Trademark Collateral*”):

- (a) all of its Trademarks providing for the grant by or to the Grantor of any right under any Trademark, including 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 Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and 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 Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

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 subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), 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 WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW)**. In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

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

LILLEBABY, LLC, as Grantor

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

Name: Jason Thorn

Title: Vice President and Secretary

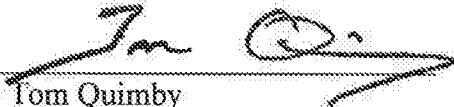
[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
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ACCEPTED:

**TREE LINE DIRECT LENDING, LP**, as Collateral Agent

By: Tree Line Direct Lending GP, LLC, its General Partner

By:   
Name: Tom Quimby  
Title: Management Member

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006092 FRAME: 0087**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

1. TRADEMARK PATENTS

- U.S. LÍLLÉBABY 3943348 / Reg. Date: Apr. 12, 2011
- U.S. LILLE 4186258 / Reg. Date: Aug. 07, 2012
- U.S. LÍLLÉBABY 4186257 / Reg. Date: Aug. 07, 2012
- WIPO International Registration LÍLLÉBABY 1079481 / Reg. Date: May 24, 2011
- Taiwan LÍLLÉBABY 01735738 / Reg. Date: November 1, 2015
- Canada Reg. No. 864771 LÍLLÉBABY / Reg. Date: November 12, 2013

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.