

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455944

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kids II, Inc.		12/21/2017	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	1180 West Peachtree Street NW		
Internal Address:	Suite 1000		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Alabama Bank: ALABAMA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4860574	INTRUST	
Registration Number:	4860573	INSTRIDE	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	404-681-5974		
Email:	bxha@phrd.com		
Correspondent Name:	Barbara Xhajanka		
Address Line 1:	303 Peachtree Street, NE		
Address Line 2:	Suite 3600		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	3717.296		
NAME OF SUBMITTER:	Julien Dumont, Esq.		
SIGNATURE:	/JD/		
DATE SIGNED:	12/27/2017		
Total Attachments: 4			
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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

December 21, 2017

United States Patent and Trademark Office

Ladies and Gentlemen:

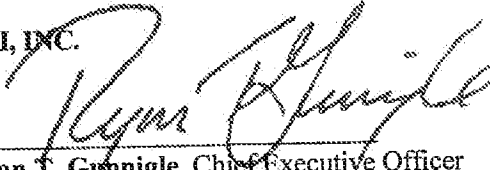
Please be advised that pursuant to the Pledge and Security Agreement dated as of December 10, 2013 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and Regions Bank, as Administrative Agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications on Schedule 1 to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Grantor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications on Schedule 1 hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

[Signatures appear on the following page.]

Very truly yours,


KIDS II, INC.

By: 
Ryan T. Gunnigle, Chief Executive Officer

[Signatures continue on the following page.]

Acknowledged and Accepted:

REGIONS BANK, as Administrative Agent

By: 
Donald E. Smith, Executive Vice President

SCHEDULE I

KIDS II – TRADEMARKS

<u>Owner</u>	<u>Trademark</u>	<u>Serial Number / Date</u>	<u>Registration Number / Date</u>
Kids II, Inc.	INTRUST	86344473 July 22, 2014	4860574 November 24, 2015
Kids II, Inc.	INSTRIDE	86344448 July 22, 2014	4860573 November 24, 2015