

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM479686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spinrite Limited Partnership		06/27/2018	Limited Partnership: MANITOBA
RECEIVING PARTY DATA			
Name:	Kayne Senior Credit III Loanco, LLC, as Administrative Agent		
Street Address:	150 N. Riverside		
Internal Address:	Suite 2010		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	3116094	BABY COORDINATES	
Registration Number:	1034354	BERELLA 4	
Registration Number:	3147844	BERNAT	
Registration Number:	0765926	BERNAT	
Registration Number:	1140835	CARON	
Registration Number:	1102799	CARON	
Registration Number:	4112994	GIGGLES	
Registration Number:	3070322	GRACE	
Registration Number:	2163053	HANDICRAFTER	
Registration Number:	0764725	HANDICRAFTER	
Registration Number:	4754154	INSPIRATION MACHINE	
Registration Number:	3167823	LILY	
Registration Number:	2028410	PEACHES & CREME	
Registration Number:	0843753	PHENTEX	
Registration Number:	0843754	PHENTEX	
Registration Number:	3033265	SATIN	
Registration Number:	2313661	SIMPLY SOFT	
Registration Number:	3264823	SUGAR 'N CREAM	
TRADEMARK			

OP \$590.00 3116094

Property Type	Number	Word Mark
Registration Number:	1806759	ULTRA-SOFT
Registration Number:	0993116	WONDER ART
Serial Number:	87271304	CAKES
Serial Number:	87697491	CARON CAKES
Serial Number:	87434825	YARNSPIRATIONS

CORRESPONDENCE DATA

Fax Number:

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: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7023.043
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	06/27/2018

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 27, 2018, is made by the entity listed on the signature page hereof (the “**Grantor**”), in favor of Kayne Senior Credit III Loanco, LLC (“**Kayne**”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of June 27, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Parent Holdings, Holdings, the other Credit Parties, the Lenders from time to time party thereto and Kayne, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Second Lien Canadian Guarantee and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to 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 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 Agent as follows:

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

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 grants to 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, 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 Liabilities 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;

provided, however, that in no event shall the Trademark Collateral include Excluded Property.

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 Agent pursuant to the Guaranty and 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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 their 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, 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

SPINRITE LIMITED PARTNERSHIP,
as Grantor

By: Spinrite GP Inc. its General Partner

By: 

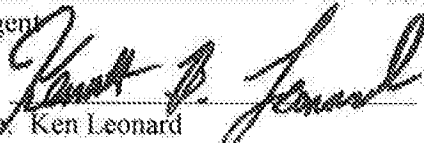
Name: Ryan Newell

Title: President

[Signature Page to Second Lien Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

KAYNE SENIOR CREDIT III LOANCO, LLC,
as Agent


By: 
Name: Ken Leonard
Title: Duly Authorized Signatory


[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Trademark	Registration No. / Filing Date
Spinrite Limited Partnership	BABY COORDINATES BABY COORDINATES	3116094 18-JUL-2006
Spinrite Limited Partnership	BERELLA 4 	1034354 24-FEB-1976
Spinrite Limited Partnership	BERNAT BERNAT	3147844 26-SEP-2006
Spinrite Limited Partnership	BERNAT	0765926 03-MAR-1964
Spinrite Limited Partnership	CARON	1140835 28-OCT-1980
Spinrite Limited Partnership	CARON	1102799 19-SEP-1978
Spinrite Limited Partnership	GIGGLES GIGGLES	4112994 13-MAR-2012
Spinrite Limited Partnership	GRACE	3070322 21-MAR-2006

Owner	Trademark	Registration No. / Filing Date
	GRACE	
Spinrite Limited Partnership	HANDICRAFTER	2163053 09-JUN-1998
Spinrite Limited Partnership	HANDICRAFTER	0764725 11-FEB-1964
Spinrite Limited Partnership	INSPIRATION MACHINE INSPIRATION MACHINE	4754154 16-JUN-2015
Spinrite Limited Partnership	LILY LILY	3167823 07-NOV-2006
Spinrite Limited Partnership	PEACHES & CREME	2028410 07-JAN-1997
Spinrite Limited Partnership	PHENTEX	0843753 06-FEB-1968
Spinrite Limited Partnership	PHENTEX 	0843754 06-FEB-1968
Spinrite Limited Partnership	SATIN SATIN	3033265 20-DEC-2005
Spinrite Limited Partnership	SIMPLY SOFT	2313661 01-FEB-2000
Spinrite Limited Partnership	SUGAR 'N CREAM SUGAR 'N CREAM	3264823 17-JUL-2007

Owner	Trademark	Registration No. / Filing Date
Spinrite Limited Partnership	ULTRA-SOFT	1806759 23-NOV-1993
Spinrite Limited Partnership	WONDER ART	0993116 10-SEP-1974

1. TRADEMARK APPLICATIONS

Owner	Trademark	App. No. / Filing Date
Spinrite Limited Partnership	CAKES CAKES	87271304 16-DEC-2016
Spinrite Limited Partnership	CARON CAKES CARON CAKES	87697491 27-NOV-2017
Spinrite Limited Partnership	YARNSPIRATIONS YARNSPIRATIONS	87434825 03-MAY-2017