

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479603

| | | | |
|-----------------------------------|---|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | First Lien Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Spinrite Limited Partnership | | 06/27/2018 | Limited Partnership: MANITOBA |
| RECEIVING PARTY DATA | | | |
| Name: | Antares Capital LP, as Agent | | |
| Street Address: | 500 West Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | Limited Partnership: 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 | |
| Registration Number: | 1806759 | ULTRA-SOFT | |
| TRADEMARK | | | |

OP \$590.00 3116094

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

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda Ruth Kastner, c/o Latham & Watkins

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER: Linda Kastner

SIGNATURE: /lk/

DATE SIGNED: 06/27/2018

Total Attachments: 7

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST 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 Antares Capital LP (“**Antares**”), 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 First 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 and the L/C Issuers from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers 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 First 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, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers 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

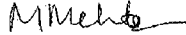
Its: President

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006371 FRAME: 0332

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent



By: _____

Name: Meenal Mehta

Title: Duly Authorized Signatory


[Signature Page to First Lien Trademark Security Agreement]


TRADEMARK
REEL: 006371 FRAME: 0333

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 |

2. 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 |