

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM483897

<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>
Soft Style, LLC		07/30/2018	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3784413	BAMBOOBIES	
<b>Registration Number:</b>	4509701	BAMBOOBIES	
<b>Registration Number:</b>	4475255		
<b>Registration Number:</b>	4484489	BOOB EASE	
<b>Registration Number:</b>	4591893	NURSING WITH HEART	
<b>Registration Number:</b>	4733295	ECO PURE	
<b>Registration Number:</b>	4971472		
<b>Registration Number:</b>	4971476		
<b>Registration Number:</b>	4971475		
<b>Registration Number:</b>	4971474		
<b>Registration Number:</b>	4785890	BAMBOOBIES WASHABLE NURSING PADS	
<b>Registration Number:</b>	5224911	BOOB-LUBE	
<b>Registration Number:</b>	5425824	BOOB EASE	
<b>Serial Number:</b>	87757064	BAMBOOBIES	
<b>Serial Number:</b>	87757167		
<b>Serial Number:</b>	87758747		
<b>Serial Number:</b>	87757077	WE'VE GOT YOUR FRONT	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$440.00 3784413

**Fax Number:** 3129021061

***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:** 312-577-8438

**Email:** raquel.haleem@kattenlaw.com

**Correspondent Name:** Raquel Haleem c/o Katten Muchin Rosenman

**Address Line 1:** 525 West Monroe Street

**Address Line 4:** Chicago, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	Raquel Haleem
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<b>SIGNATURE:</b>	/Raquel Haleem/
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<b>DATE SIGNED:</b>	07/30/2018
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2018, is made by the undersigned (“**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 Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 28, 2014 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Apothecary Products, LLC, a Delaware limited liability company (“**Borrower**”), the other Credit Parties from time to time party thereto, 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 Guaranty and Security Agreement dated as of February 28, 2014 in favor of the Agent (the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is a 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 the 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 the Agent as follows:

(i) Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

(ii) 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, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, 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.

(iii) 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 Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

(iv) Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

(v) 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.

(vi) 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 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.

Very truly yours,

**SOFT STYLE, LLC**

as Grantor


By: 

Name: Nathan Hanson

Title: President and CEO

ACCEPTED AND AGREED  
as of the date first above written:

**ANTARES CAPITAL LP**, as Agent



By:   
Name: Kyle Wilson  
Title: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

**DOMESTIC/FOREIGN TRADEMARKS:**

Mark	Registration No.	Registration Date	Jurisdiction
BAMBOOBIES	3784413	5/4/10	U.S.
BAMBOOBIES	4509701	4/8/14	U.S.
<i>Design Only</i>	4475255	1/28/14	U.S.
BOOB EASE	4484489	2/18/14	U.S.
NURSING WITH HEART	4591893	8/26/14	U.S.
ECOPURE	4733295	5/5/15	U.S.
<i>Design Only</i>	4971472	6/7/16	U.S.
<i>Design Only</i>	4971476	6/7/16	U.S.
<i>Design Only</i>	4971475	6/7/16	U.S.
<i>Design Only</i>	4971474	6/7/14	U.S.
BAMBOOBIES WASHABLE NURSING PADS	4785890	8/4/15	U.S.
BOOB-LUBE	5224911	6/13/17	U.S.
BOOB EASE	5425824	3/20/18	U.S.
BAMBOOBIES	1551314	4/11/13	Australia
BAMBOOBIES	013962519	8/27/15	EUTM
bamboobies	UK00002527535	10/1/09	United Kingdom

**DOMESTIC/FOREIGN TRADEMARK APPLICATIONS**

Mark	Application No.	Application Date	Jurisdiction
BAMBOOBIES	87757064	1/16/18	U.S.
	87757167	1/16/18	U.S.
	87758747	1/17/18	U.S.
WE'VE GOT YOUR FRONT	87757077	1/16/18	U.S.