

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM515211

<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>
SmartyPants, Inc.		03/18/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Balance Point Capital Partners II, L.P.		
<b>Street Address:</b>	285 Riverside Avenue		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Westport		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06880		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5080451		
<b>Registration Number:</b>	4615851	HEALTH SIMPLIFIED	
<b>Serial Number:</b>	86760379	SMARTYCLAWS	
<b>Registration Number:</b>	4026710	SMARTYPANTS	
<b>Registration Number:</b>	5617760	SMARTYPAWS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	7037125390		
<b>Email:</b>	mguidry@mcguirewoods.com		
<b>Correspondent Name:</b>	Melissa Guidry		
<b>Address Line 1:</b>	1750 Tysons Blvd		
<b>Address Line 4:</b>	Tysons, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	2069107-0014		
<b>NAME OF SUBMITTER:</b>	Melissa Guidry		
<b>SIGNATURE:</b>	/Melissa Guidry/		
<b>DATE SIGNED:</b>	03/20/2019		

OP \$140.00 5080451

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of March 18, 2019, is entered into by SmartyPants, Inc., a Delaware corporation (the “**Grantor**”), in favor of Balance Point Capital Partners II, L.P., a Delaware limited partnership (“**Balance Point**”), as agent (in such capacity and together with its successors and assigns, the “**Agent**”) for the ratable benefit of itself and the Purchasers from time to time party to that certain Note Purchase Agreement, dated as of the date hereof, by and among the Grantor, Balance Point, Balance Point Capital Partners III, L.P., a Delaware limited partnership, and the Agent (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “**Purchase Agreement**”).

### RECITALS

WHEREAS, pursuant to the terms of the Purchase Agreement, the Purchasers have agreed to purchase the Notes from the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, it is a condition precedent to the obligation of the Purchasers to purchase the Notes under the Purchase Agreement that the Grantor shall have executed and delivered that certain Security and Pledge Agreement, dated as of the date hereof (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “**Security Agreement**”), between the Grantor, other grantors party thereto from time to time and the Agent for the ratable benefit of the Purchasers and the Agent, pursuant to which the Grantor granted to the Agent, for the benefit of itself and the Purchasers, a security interest in the Copyrights, Patents and Trademarks (as defined below);

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of itself and the Purchasers in the Copyrights, Patents and Trademarks with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and to induce the Agent and the Purchasers to enter into the Purchase Agreement, the Grantor hereby agrees with the Agent, for the ratable benefit of the Purchasers and the Agent, as follows:

1. **Definitions.** Except as otherwise expressly provided herein, capitalized terms used in this Agreement but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement. In addition, in this Agreement, the following terms shall have the meanings set forth below:

(a) “**Copyright**” and “**Copyrights**” means all of the Grantor’s right, title and interest in and to: (i) all copyrights, rights and interests in copyrights, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than Excluded Collateral) anywhere in the world, including, without limitation, those listed on Exhibit A hereto, (ii) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing and (v) all presently existing or hereafter arising or acquired rights corresponding to any of the foregoing (including the goodwill) throughout the world.

(b) “**Excluded Collateral**” has the meaning assigned to it in the Security Agreement.

(c) “**Patent**” and “**Patents**” means all of each Grantor’s right, title and interest in and to: (i) patents, rights and interests in patents, patentable inventions and patent applications anywhere

in the world, including, without limitation, those listed on Exhibit B hereto, (ii) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (iii) all income, royalties, damages or payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing and (v) all presently existing or hereafter arising or acquired rights corresponding to any of the foregoing throughout the world.

(d) “**Security Interest**” has the meaning ascribed thereto in Section 2.

(e) “**Trademark**” and “**Trademarks**” means all of the Grantor’s right, title and interest in and to: (i) all trademarks, rights and interests in trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than Excluded Collateral) anywhere in the world, including, without limitation, those listed on Exhibit C hereto, (ii) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing and (v) all presently existing or hereafter arising or acquired rights corresponding to any of the foregoing (including the goodwill) throughout the world.

2. Security Interest. The Grantor hereby irrevocably pledges, collaterally assigns and grants to the Agent, for the benefit of itself and the Purchasers, a security interest (the “**Security Interest**”), with power of sale to the extent permitted by law, in the Copyrights, Patents and in the Trademarks to secure payment of the Obligations. The Grantor hereby authorizes and requests that the United States Patent and Trademark Office and United States Copyright Office record this Agreement.

3. Security Agreement. The Security Interest is granted in conjunction with the security interests granted to the Agent, on behalf of itself and the Purchasers, pursuant to the Security Agreement . The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Security Interest are more fully set forth in the 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

4. GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH, AND ENFORCED UNDER, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION, OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW. THE PROVISIONS OF THE PURCHASE AGREEMENT RELATING TO SUBMISSION TO JURISDICTION, WAIVER OF JURY TRIAL AND VENUE ARE HEREBY INCORPORATED BY REFERENCE HEREIN, MUTATIS MUTANDIS.

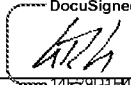
*(Signature Pages Follow)*

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

**GRANTOR:**

**SMARTYPANTS, INC.**

DocuSigned by:

By:  \_\_\_\_\_  
Name: Gordon Gould \_\_\_\_\_  
Its: co-founder \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED

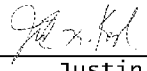
as of the date first above written:

**BALANCE POINT CAPITAL PARTNERS II, L.P.,**

in its capacity as Agent

By: Balance Point Capital Managers II, LLC

Its: General Partner

By:   
Name: Justin Kaplan  
Its: Member

*(Signature page to Intellectual Property Security Agreement)*

**TRADEMARK**  
**REEL: 006596 FRAME: 0480**

**EXHIBIT A  
COPYRIGHTS**

A. Registered United States Copyrights

None.

B. Pending United States Copyright Applications

None.

C. Copyright Licenses

None.

**EXHIBIT B  
PATENTS**


<b>Title</b>	<b>Application No.</b>	<b>Application Date</b>	<b>(Publication No.)</b>	<b>Patent No. Issue Date</b>
Probiotic Formulations	15400894	1/6/2017	(20180042972)	2/15/18

**PATENT APPLICATIONS**

None.



**EXHIBIT C  
TRADEMARKS**

Mark	International Class(es)	Application No.	Case Status	Filing Date	Registration No.	Registration Date
Design Only 	5	86760408	Registered.	9/17/15	5080451	11/15/16
HEALTH SIMPLIFIED	5	85835729	Registered.	1/29/13	4615851	10/7/14
SMARTYCLAWS	5	86760379	Pending; Intent to Use.	9/17/15		
SMARTYPANTS	5, 44	77906521	Registered.	1/6/10	4026710	9/13/11
SMARTYPAWS	5	86760397	Registered.	9/17/15	5617760	11/27/18