

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516091

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yandy, LLC		03/25/2019	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as administrative agent		
Street Address:	311 S. Wacker Dr., Ste. 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5587604	EVERYBODY. OWN YOUR SEXY.	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3122014000		
Email:	kristina.bunker@goldbergkohn.com		
Correspondent Name:	Goldberg Kohn Ltd., c/o Kristina Bunker		
Address Line 1:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Kristina Bunker		
SIGNATURE:	/kb/		
DATE SIGNED:	03/26/2019		
Total Attachments: 6			
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OP \$40.00 5587604

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 25th day of March, 2019, by and between **YANDY, LLC**, an Arizona limited liability company ("Grantor"), and **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, a Delaware limited liability company, in its capacity as administrative agent for the Lenders (in such capacity, and together with its successors and assigns, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 30, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, Yandy Holdings LLC, a Delaware limited liability company (the "Company"; and together with Grantor, collectively, the "Borrowers", and each, individually, a "Borrower"), Administrative Agent, and the Lenders party thereto, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant and subject to the terms and conditions thereof; and

WHEREAS, pursuant to that certain Guaranty and Collateral Agreement dated as of September 30, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), by and among Borrowers and Administrative Agent, Grantor has granted to Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of its Collateral, including, without limitation, the Trademarks, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations; and

WHEREAS, pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Collateral Agreement or, if not defined therein, the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of the Lenders, to secure the prompt and complete payment and performance when due of all of the Secured Obligations, a continuing security interest and lien (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its trademarks and trademark intellectual property licenses to which it is a party, including, without limitation, those referred to on Schedule I attached hereto;
- (b) all renewals, reissues, continuations, and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark intellectual property license; and

(d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademarks exclusively licensed under any intellectual property license, including any right to receive any damages, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any trademark intellectual property license.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the prompt and complete payment and performance when due of all of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, or any of the other Loan Parties, to Administrative Agent or the Lenders, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding or other case or proceeding involving the Grantor under the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lenders, pursuant to the Guaranty and Collateral Agreement and the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent and Lenders with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Collateral Agreement or between this Trademark Security Agreement and the Credit Agreement, the Guaranty and Collateral Agreement or the Credit Agreement, respectively, shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks or other Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark Collateral rights of Grantor, in each case, without any notice to, or further action by, Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Trademark Collateral or other Collateral, whether or not listed on Schedule I hereto.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

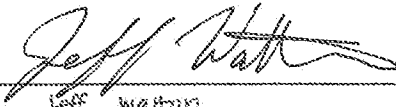
7. GOVERNING LAW, FORUM SELECTION AND CONSENT TO JURISDICTION, AND WAIVER OF JURY TRIAL PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, FORUM SELECTION AND CONSENT TO JURISDICTION, AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 15.8, 15.19, AND 15.20, RESPECTIVELY, OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE HEREBY INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

YANDY, LLC, an Arizona limited liability company

By: 
Name: Jeff Walton
Title: Co-Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

MONROE CAPITAL MANAGEMENT ADVISORS,
LLC, as Administrative Agent

By: _____
Name: Jonathan Weinberg
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006601 FRAME: 0362

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

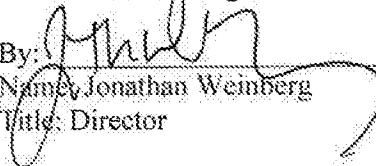
YANDY, LLC, an Arizona limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent

By:  _____
Name: Jonathan Weinberg
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Yandy, LLC	United States	EVERYBODY. OWN YOUR SEXY.	5587604	10/16/18