

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538368

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WeeSchool, Inc.		08/27/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Crescent Direct Lending, LLC, as Collateral Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4464120	BABY BYTES	
Registration Number:	5055018	BUNDLE OF JOY	
Registration Number:	4389361	LULLABYTES	
Registration Number:	4516654	PUPPET PLAY	
Registration Number:	4730405	QUANTIFIED PARENTING	
Registration Number:	5241686	WEEBOOKS	
Registration Number:	5082447	WEEBOOKS	
Registration Number:	5171337	WEESCHOOL	
Registration Number:	5079456	WEESCHOOL	
Registration Number:	5254487	WEESCHOOL	
Registration Number:	4956153	WEETUBE	
Registration Number:	5171282	WEETUBE	
Registration Number:	5171284	WEETUNES	
Registration Number:	5171285	WHERE TRADITION AND TECHNOLOGY PLAY TOGE	
Serial Number:	88363386	WEETIME	
Serial Number:	88363400	WEETIME	
Serial Number:	88363411	WEETIME	
Serial Number:	88363419	WEETIME	
Serial Number:	88363428	WEETIME	

CH \$540.00 4464120

Property Type	Number	Word Mark
Serial Number:	88363352	WEETIME
Serial Number:	87017333	WEETOYS

CORRESPONDENCE DATA

Fax Number: 6175269899
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: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	22283 / 035
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	08/27/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 27, 2019 (this "Trademark Security Agreement"), made by WEESCHOOL, INC., a Delaware corporation (the "Grantor"), in favor of CRESCENT DIRECT LENDING, LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement dated as of May 14, 2018 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TSB PURCHASER, INC., a Delaware corporation (the "Borrower"), TSB INTERMEDIATE, INC., a Delaware corporation ("Holdings"), each Lender from time to time party thereto, CRESCENT DIRECT LENDING, LLC, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, the Grantor, pursuant to a Supplement dated as of August 27, 2019 between the Grantor and the Collateral Agent, is party to a Security Agreement, dated as of May 14, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, Holdings, the other Grantors party thereto, and the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in, all of the Grantor's right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the "Trademark Collateral"), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

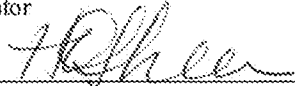
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms and written request of the Grantor, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

[Signature Page Follows]

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.

WEESCHOOL, INC.,
as Grantor

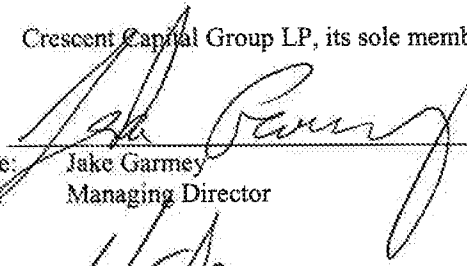
By: 

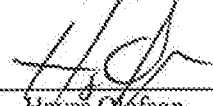
Name: Heather O'Shea
Title: Chief Financial Officer

Accepted and Agreed:

CRESCENT DIRECT LENDING, LLC,
as Collateral Agent

By: Crescent Capital Group LP, its sole member

By: 
Name: Jake Garmey
Title: Managing Director

By: 
Name: Hayes Olofson
Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Applications –

Loan Party – Owner	Trademark	Application Number	Filing Date
WeeSchool, Inc.	WEETIME	88/363386	03/29/19
WeeSchool, Inc.	WEETIME	88/363400	03/29/19
WeeSchool, Inc.	WEETIME	88/363411	03/29/19
WeeSchool, Inc.	WEETIME	88/363419	03/29/19
WeeSchool, Inc.	WEETIME	88/363428	03/29/19
WeeSchool, Inc.	WEETIME	88/363352	03/29/19
WeeSchool, Inc.	WEETOYS	87/017333	04/28/16

Registrations –

Loan Party – Owner	Trademark	Registration Number	Registration Date
WeeSchool, Inc.	BABY BYTES	4464120	01/07/14
WeeSchool, Inc.	BUNDLE OF JOY	5055018	10/04/16
WeeSchool, Inc.	LULLABYTES	4389361	08/20/13
WeeSchool, Inc.	PUPPET PLAY	4516654	04/15/14
WeeSchool, Inc.	QUANTIFIED PARENTING	4730405	05/05/15
WeeSchool, Inc.	WEEBOOKS	5241686	07/11/17
WeeSchool, Inc.	WEEBOOKS	5082447	11/15/16
WeeSchool, Inc.	WEESCHOOL	5171337	03/28/17
WeeSchool, Inc.	WEESCHOOL	5079456	11/08/16

Loan Party – Owner	Trademark	Registration Number	Registration Date
WeeSchool, Inc.	WEESCHOOL	5254487	08/01/17
WeeSchool, Inc.	WEETUBE	4956153	05/10/16
WeeSchool, Inc.	WEETUBE	5171282	03/28/17
WeeSchool, Inc.	WEETUNES	5171284	03/28/17
WeeSchool, Inc.	WHERE TRADITION AND TECHNOLOGY PLAY TOGETHER	5171285	03/28/17