

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM549488

<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>
FRIDABABY, LLC		11/11/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	East West Bank		
<b>Street Address:</b>	135 N. Los Robles Ave.		
<b>Internal Address:</b>	3rd Floor		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	Joint Stock Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88506434	FRIDA MOM	
<b>Serial Number:</b>	88506444	FRIDA MOM	
<b>Serial Number:</b>	88506454	FRIDA MOM	
<b>Serial Number:</b>	88506457	FRIDA MOM	
<b>Serial Number:</b>	88465999	FRIDA MOM	
<b>Serial Number:</b>	88425567	ACCU-DOSE PACIFIER	
<b>Serial Number:</b>	88425578	SNIPPERCLIPPER	
<b>Serial Number:</b>	88425581	S-CURVED NAIL FILES	
<b>Serial Number:</b>	88425585	SKINSOOTHER	
<b>Serial Number:</b>	88425588	TOOTHHUGGER	
<b>Serial Number:</b>	88425591	WHAT'S THE FUSS?	
<b>Serial Number:</b>	88425593	BOOGERS, BUTTS + BEYOND	
<b>Serial Number:</b>	87956684	FRIDABABY FRIDABALLS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022987570		
<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>			

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**Phone:** 202-625-3538  
**Email:** allen.rose@kattenlaw.com  
**Correspondent Name:** Katten Muchin Rosenmann LLP / Allen Rose  
**Address Line 1:** 2900 K Street NW  
**Address Line 2:** North Tower, Suite 200  
**Address Line 4:** Washington, D.C. 20007

<b>ATTORNEY DOCKET NUMBER:</b>	332779-00021
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<b>NAME OF SUBMITTER:</b>	Allen Rose
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<b>SIGNATURE:</b>	/allen rose/
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<b>DATE SIGNED:</b>	11/14/2019
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**Total Attachments: 4**

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source=Trademark Security Agreement EXECUTED#page4.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of November 11, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by FRIDABABY, LLC, a Delaware limited liability company (the "Grantor"), in favor of EAST WEST BANK, as administrative agent (in such capacity, the "Administrative Agent") for the lenders party to that certain Credit Agreement dated as of December 14, 2017 among Grantor, the several banks and other lenders from time to time party thereto (the "Lenders", and collectively with the Administrative Agent, the "Creditor Parties"), and the Administrative Agent, as amended by that certain First Amendment to Credit Agreement dated as of December 11, 2018, and as amended by that certain Second Amendment to Credit Agreement dated as of the date hereof (and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Reference is also made to that certain Security Agreement dated as of December 14, 2017, as amended by that certain First Amendment to Security Agreement dated as December 11, 2018 (and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the Grantor and the other parties thereto in favor of the Administrative Agent for the benefit of the Creditor Parties.

The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefit from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Security Agreement, did, and hereby does, grant to Administrative Agent, its successors and assigns, for the benefit of the Creditor Parties, a security interest in, all of Grantor's right, title or interest in or to any and all of the following assets and properties (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any

political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks"); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any Intent-to-Use Applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability, validity or enforceability of such applications under applicable federal law; provided that, at such time any such Intent-to-Use Applications matures into an Actual Use Application by the Grantor's receipt of a written notification from the United States Patent and Trademark Office of its acceptance of either an "Amendment to Alleged Use" or "Statement of Use," such Intent-to-Use Application shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Actual Use Application.

SECTION 3. ***Security Agreement.*** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Creditor Parties with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement shall be construed in accordance with and governed by the laws of the State of California.

SECTION 5. ***Execution In Counterparts.*** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above.

GRANTOR

FRIDABABY, LLC, a Delaware limited liability company

By: 

Name: Chelsea Hirschhorn

Title: Chief Executive Officer

**Schedule I**

Mark	Appl. No.	App. Date	Reg. No.	Reg. Date	Status	Owner of Record
FRIDA MOM	88506434	July 09, 2019			Pending	FRIDABABY, LLC
FRIDA MOM	88506444	July 09, 2019			Pending	FRIDABABY, LLC
FRIDA MOM	88506454	July 09, 2019			Pending	FRIDABABY, LLC
FRIDA MOM	88506457	July 09, 2019			Pending	FRIDABABY, LLC
FRIDA MOM	88465999	June 10, 2019			Pending	FRIDABABY, LLC
ACCU-DOSE PACIFIER	88425567	May 10, 2019			Pending	FRIDABABY, LLC
SNIPPERCLIPPER	88425578	May 10, 2019			Pending	FRIDABABY, LLC
S-CURVED NAIL FILES	88525581	May 10, 2019			Pending	FRIDABABY, LLC
SKINSOOTHER	88425585	May 10, 2019			Pending	FRIDABABY, LLC
TOOTHHUGGER	88425588	May 10, 2019			Pending	FRIDABABY, LLC
WHAT'S THE FUSS?	88425591	May 10, 2019			Pending	FRIDABABY, LLC
BOOGERS, BUTTS + BEYOND	88425593	May 10, 2019			Pending	FRIDABABY, LLC
FRIDABABY FRIDABALLS	87956684	June 11, 2018	5660978	January 22, 2019	Registered	FRIDABABY, LLC