

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM556067

<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>
ANIMAL ADVENTURE, LLC		01/06/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FINANCIAL TRUST		
<b>Street Address:</b>	7255 WOODMONT AVENUE		
<b>Internal Address:</b>	SUITE 200		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	STATUTORY TRUST: DELAWARE		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3709470	WOOF STREET BOUTIQUE	
<b>Registration Number:</b>	4540538	SWEET SPROUTS	
<b>Registration Number:</b>	3862069	LITTLE STITCHES	
<b>Registration Number:</b>	4481321	SLIDERS	
<b>Registration Number:</b>	4345592	ANIMAL ADVENTURE	
<b>Registration Number:</b>	5233862	CUDDLE BUNDLES	
<b>Registration Number:</b>	5759493	CUDDLE MUFFINS	
<b>Registration Number:</b>	4961571	DEPENDABLES	
<b>Serial Number:</b>	86881365		
<b>Registration Number:</b>	4668199	DINORIFFIC	
<b>Registration Number:</b>	4540721	FROG KISSES	
<b>Registration Number:</b>	5822469	GLITZY CLIPS	
<b>Registration Number:</b>	4515602	LOCKER PETS	
<b>Registration Number:</b>	5156594	MOONAMANDER	
<b>Registration Number:</b>	5899174	NESTING NOOKS	
<b>Registration Number:</b>	3790906	ORGANIC BEGINNINGS	
<b>Registration Number:</b>	4947947	PIGGY THRIFTERS	
<b>Registration Number:</b>	5840594	PILLOWSCAPES	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	4717438	ROUNDEES
Registration Number:	5758457	SOFT LANDING
Registration Number:	4942601	SOUND BITES
Registration Number:	3807782	SPLISH SPLASHERS
Registration Number:	5758754	SQUEEZE WITH LOVE
Registration Number:	5758757	SUPER PUFFED PLUSH
Registration Number:	5307448	SWEET SEATS
Registration Number:	3842267	UNLEASH THE FUN
Registration Number:	5800694	WILD FOR STYLE
Registration Number:	5752034	WILD FOR STYLE
Registration Number:	4674686	BABY ADVENTURE
Serial Number:	87601572	HAPPY TROLLEYS
Serial Number:	88260385	SWEET POCKETS

**CORRESPONDENCE DATA**

**Fax Number:** 3105572193

*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:** 310-557-2900

**Email:** klathrop@proskauer.com

**Correspondent Name:** PROSKAUER ROSE LLP

**Address Line 1:** 2029 CENTURY PARK EAST, SUITE 2400

**Address Line 2:** C/O KIMBERLEY A. LATHROP

**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

<b>ATTORNEY DOCKET NUMBER:</b>	11964.144
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
<b>DATE SIGNED:</b>	01/06/2020

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of January 6, 2020 among Grantors listed on the signature pages hereof (collectively, “**Grantors**” and, each, individually, “**Grantor**”) and MIDCAP FINANCIAL TRUST, in its capacity as administrative agent for the Lenders (together with its successors and permitted assigns in such capacity, “**Administrative Agent**”).

### WITNESSETH:

**WHEREAS**, pursuant to that certain Credit and Guaranty Agreement, dated as of February 1, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among DAN DEE INTERNATIONAL HOLDINGS, INC. (f/k/a Project Comfort Buyer, Inc.), a Delaware corporation (“**Administrative Borrower**”; and together with any other Person that becomes a Borrower thereunder from time to time, collectively, “**Borrowers**” and, each, “**Borrower**”), PROJECT COMFORT TOPCO, INC., a Delaware corporation (“**Holdings**”), the other Subsidiaries (as defined therein) of Holdings from time to time party thereto, as Guarantors (as defined therein), the financial institutions from time to time party thereto, as Lenders (as defined therein), and Administrative Agent, Lenders have agreed to make Loans (as defined therein) and other financial accommodations to Borrowers from time to time pursuant to the terms and subject to the conditions set forth therein;

**WHEREAS**, Lenders are willing to make Loans to and each LC Issuer (as defined in the Credit Agreement) is willing to issue Letters of Credit (as defined in the Credit Agreement) on behalf of Borrowers as provided for in the Credit Agreement, upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), that certain Security and Pledge Agreement dated as of February 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

**WHEREAS**, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement, as the context requires.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and

under the following, whether presently existing or hereafter created or acquired, except to the extent constituting Excluded Collateral (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor’s Trademark registrations and Trademark applications, including, without limitation, those U.S. federal Trademark and service mark registrations and applications referred to on Schedule 1 hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of each Grantor, whether now existing or arising hereafter.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each party hereto hereby acknowledges and affirms that the rights and remedies of Administrative 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, and to the extent a conflict exists, the terms of the Security Agreement control.

5. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon each Grantor, its successors and assigns, and shall inure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their successors and permitted assigns.

6. MISCELLANEOUS. The terms and provisions of Section **1.3** (*Other Definitional Provisions*), Article **9** (*Expenses and Indemnity*), Sections **12.1** (*Survival*), **12.2** (*No Waivers*), **12.3** (*Notices*), **12.4** (*Severability*), **12.5** (*Amendments and Waivers*), **12.7** (*Headings*), **12.10** (*GOVERNING LAW; SUBMISSION TO JURISDICTION*) **12.11** (*WAIVER OF JURY TRIAL*), Section **12.13** (*Counterparts; Integration*) and **12.15** (*No Strict Construction*) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein.

[Signature pages follow]

**IN WITNESS WHEREOF**, each 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.

**GRANTORS:**

**ANIMAL ADVENTURE, LLC,**  
as a Grantor

By: \_\_\_\_\_

Name: George Jones

Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

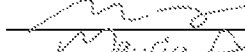
**TRADEMARK**  
**REEL: 006831 FRAME: 0590**

**ACKNOWLEDGED AND AGREED:**

**MIDCAP FINANCIAL TRUST**

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:   
Name: Marie Amielon  
Title: Authorized Signatory

**SCHEDULE 1**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**U.S. REGISTERED TRADEMARKS**

<b>Grantor</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Animal Adventure, LLC	<b>WOOF STREET BOUTIQUE</b>	RN: 3709470 SN: 77390363	November 10, 2009 <sup>1</sup>
Animal Adventure, LLC	<b>SWEET SPROUTS</b>	RN: 4540538 SN: 86022545	May 27, 2014 <sup>2</sup>
Animal Adventure, LLC	<b>LITTLE STITCHES</b>	RN: 3862069 SN: 77904539	October 12, 2010 <sup>3</sup>
Animal Adventure, LLC	<b>SLIDERS</b>	RN: 4481321 SN: 77571813	February 11, 2014
Animal Adventure, LLC	<b>ANIMAL ADVENTURE</b>	RN: 4345592 SN: 85660529	June 4, 2013
Animal Adventure, LLC	<b>CUDDLE BUNDLES</b>	RN: 5233862 SN: 87102822	June 27, 2017
Animal Adventure, LLC	<b>CUDDLE MUFFINS</b>	RN: 5759493 SN: 88127186	May 21, 2019
Animal Adventure, LLC	<b>DEPENDABLES</b>	RN: 4961571 SN: 86663844	May 17, 2016
Animal Adventure, LLC	<b>Design Only</b> 	RN: 5008135 SN: 86881365	July 26, 2016
Animal Adventure, LLC	<b>DINORIFFIC</b>	RN: 4668199 SN: 85909391	January 6, 2015
Animal Adventure, LLC	<b>FROG KISSES</b>	RN: 4540721 SN: 86071933	May 27, 2014
Animal Adventure, LLC	<b>GLITZY CLIPS</b>	RN: 5822469 SN: 87669946	July 30, 2019

<sup>1</sup> NTD: Renewal filing was submitted November 18, 2019 and has not yet been accepted by the USPTO.

<sup>2</sup> NTD: USPTO has not yet issued a notice of acceptance of §§ 8&15 maintenance filed on November 11, 2019.

<sup>3</sup> NTD: USPTO has not yet accepted the §§ 8-9 maintenance filed on November 6, 2019.

Animal Adventure, LLC	<b>LOCKER PETS</b>	RN: 4515602 SN: 85766704	April 15, 2014
Animal Adventure, LLC	<b>MOONAMANDER</b>	RN: 5156594 SN: 86456708	March 7, 2017
Animal Adventure, LLC	<b>NESTING NOOKS</b>	RN: 5899174 SN: 88338820	October 29, 2019
Animal Adventure, LLC	<b>ORGANIC BEGINNINGS</b>	RN: 3790906 SN: 77569120	May 18, 2010
Animal Adventure, LLC	<b>PIGGY THRIFTERS</b>	RN: 4947947 SN: 86658380	April 26, 2016
Animal Adventure, LLC	<b>PILLOWSCAPES</b>	RN: 5840594 SN: 87892940	August 20, 2019
Animal Adventure, LLC	<b>ROUNDEES</b>	RN: 4717438 SN: 86113686	April 7, 2015
Animal Adventure, LLC	<b>SOFT LANDING</b>	RN: 5758457 SN: 87621007	May 21, 2019
Animal Adventure, LLC	<b>SOUND BITES</b>	RN: 4942601 SN: 86524639	April 19, 2016
Animal Adventure, LLC	<b>SPLISH SPLASHERS</b>	RN: 3807782 SN: 77571838	June 22, 2010
Animal Adventure, LLC	<b>SQUEEZE WITH LOVE</b>	RN: 5758754 SN: 87798592	May 21, 2019
Animal Adventure, LLC	<b>SUPER PUFFED PLUSH</b>	RN: 5758757 SN: 87798680	May 21, 2019
Animal Adventure, LLC	<b>SWEET SEATS</b>	RN: 5307448 SN: 86949030	October 10, 2017
Animal Adventure, LLC	<b>UNLEASH THE FUN</b>	RN: 3842267 SN: 77613094	August 31, 2010
Animal Adventure, LLC	<b>WILD FOR STYLE</b>	RN: 5800694 SN: 87027551	July 9, 2019
Animal Adventure, LLC	<b>WILD FOR STYLE</b>	RN: 5752034 SN: 87559848	May 14, 2019
Animal Adventure, LLC	<b>BABY ADVENTURE</b>	RN: 4674686 SN: 86286611	January 20, 2015



**U.S. TRADEMARK APPLICATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>
Animal Adventure, LLC	<b>HAPPY TROLLEYS</b>	SN: 87601572	September 8, 2017
Animal Adventure, LLC	<b>SWEET POCKETS</b>	SN: 88260385	January 14, 2019