

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564590

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Britax Excelsior Limited		01/09/2020	Private Limited Company: ENGLAND AND WALES
Britax Childcare Group Limited		01/09/2020	Private Limited Company: ENGLAND AND WALES
Britax Childcare Holdings Limited		01/09/2020	Private Limited Company: ENGLAND AND WALES

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC, as Agent
Street Address:	225 W. Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3521663	CLICK & SAFE
Registration Number:	5571653	ESSENTIALS
Registration Number:	5571651	ESSENTIALS BY BRITAX
Registration Number:	4822497	B·O·B
Registration Number:	2869497	BRITAX
Registration Number:	3625402	BOB GEAR
Registration Number:	3629540	BOB
Registration Number:	3597397	DUALLIE
Registration Number:	3501587	BOB STROLLERS
Registration Number:	3597396	IBEX
Registration Number:	3501506	REVOLUTION
Registration Number:	3338928	B·O·B
Registration Number:	2340089	BRITAX
Registration Number:	1337770	BRITAX
Serial Number:	88254763	

CH \$415.00 3521663

Property Type	Number	Word Mark
Serial Number:	88254063	B·O·B GEAR

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	44811.00001
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	02/29/2020

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

WHEREAS, Britax Excelsior Limited, a private limited company incorporated in England and Wales with registration number 00294545, Britax Childcare Group Limited, a private limited company incorporated in England and Wales with registration number 04940417 and Britax Childcare Holdings Limited, a private limited company incorporated in England and Wales with registration number 05545515 (collectively, the “Chargors”) own their respective Intellectual Property Collateral (as defined below);

WHEREAS, pursuant to (i) a Debenture dated as of January 9, 2020 (as amended, supplemented or otherwise modified from time to time, the “Debenture”) (all capitalized terms used but not defined herein shall have the meanings specified in the Debenture) entered into between, among others, the Chargors and the Security Agent and (ii) certain other documents related thereto (including this Intellectual Property Security Agreement, referred to herein as this “IP Security Agreement”), each of the Chargors secured the Secured Obligations by granting to the Security Agent as security agent for the Secured Parties (as defined in the Intercreditor Agreement) a continuing security interest in personal property of each Chargor, including all right, title and interest of each Chargor in, to and under its Intellectual Property Collateral (as defined below);

WHEREAS, under the terms of the Debenture, the Chargors agreed thereunder to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and/or the United States Copyright Office, as applicable;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Chargor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Chargor’s right, title and interest in, to and under the Material Intellectual Property owned by it, whether now owned or existing or hereafter acquired or arising (the “Intellectual Property Collateral”), including:

- (i) all U.S. patents and patent applications set forth in Schedule 1 hereto and all reissues, continuations, divisions, continuations-in-part, reexaminations, supplemental examinations, *inter partes* reviews, renewals or extensions thereof, all goodwill associated therewith and the inventions disclosed or claimed therein (the “Patents”);
- (ii) all U.S. trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, set forth in Schedule 2 hereto (provided that no security interest shall be granted in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act), together, in each case, with the goodwill symbolized thereby (the “Trademarks”);
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by a Chargor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Patent, or Trademark owned by a Chargor (including, without limitation, any Patent and Trademark

identified in Schedule 1 and Schedule 2 hereto) or for the goodwill associated with any of the foregoing; and

(iv) any and all Related Rights of or arising from any of the foregoing.

The foregoing security interests are granted in conjunction with the security interests granted by the Chargors to the Security Agent pursuant to the Debenture. The Chargors acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Debenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Each party hereto agrees that any suit for the enforcement of this IP Security Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon a Chargor by mail at the address specified in the Debenture. Each party hereto hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

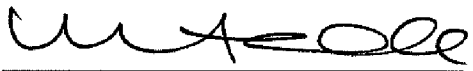
This IP Security Agreement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this IP Security Agreement and those of the Debenture, the Debenture shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

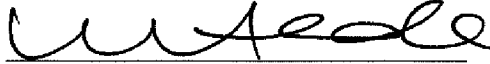
IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused this IP Security Agreement to be duly executed as of the date first above written.

BRITAX EXCELSIOR LIMITED

By: 
Name: Mark Akinlade
Title: Attorney, signed under a power
of attorney dated 15/08/2019

[Signature Page to IP Security Agreement]

BRITAX CHILDCARE GROUP LIMITED

By: 

Name:

Title:

Mark Akinlade
Attorney, signed under a power
of attorney dated 28 June 2019

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006878 FRAME: 0839

**BRITAX CHILDCARE HOLDINGS
LIMITED**

By: 

Name:

Title:

**Mark Akinlade
Attorney, signed under a power
of attorney dated 28 June 2019**

[Signature Page to IP Security Agreement]

**TRADEMARK
REEL: 006878 FRAME: 0840**

THE SECURITY AGENT

For and on behalf of,

**CORTLAND CAPITAL MARKET
SERVICES LLC**

By: 

Name: **Matthew Trybula**
Title: **Associate Counsel**

[Signature Page to IP Security Agreement]



**TRADEMARK
REEL: 006878 FRAME: 0841**

SCHEDULE 1**Patents**

Grantor	Title	Patent Number	Patent Application Number	Filing Date	Issue Date
Britax Excelsior Limited	CHILD SAFETY SEAT	D534362	29219569	12/17/2004	01/02/2007
Britax Excelsior Limited	CHILD SEAT BASE	D535125	29216715	11/08/2004	01/16/2007
Britax Excelsior Limited	SAFETY SEAT	7506926	10598855	05/23/2007	03/24/2009
Britax Excelsior Limited	CHILD SAFETY SEAT	7954895	11994292	08/13/2008	06/07/2011

SCHEDULE 2

Trademarks

Grantor	Title	Registration Number/Application Number	Registration Date/Application Date	Status
Britax Childcare Group Limited	CLICK & SAFE	3521663	10/21/2008	Registered
Grantor	Title	Registration Number/Application Number	Registration Date/Application Date	Status
Britax Childcare Holdings Limited	Design Only 	88254763	01/09/2019	Pending Intent to Use
Britax Childcare Holdings Limited	B·O·B GEAR	88254063	01/08/2019	Pending Intent to Use
Britax Childcare Holdings Limited	ESSENTIALS	5571653	09/25/2018	Registered
Britax Childcare Holdings Limited	ESSENTIALS BY BRITAX	5571651	09/25/2018	Registered
Britax Childcare Holdings Limited	B·O·B 	4822497	09/29/2015	Registered
Britax Childcare Holdings Limited	BRITAX	3449717	06/17/2008	Registered

Grantor	Title	Registration Number/Application Number	Registration Date/Application Date	Status
Britax Childcare Holdings Limited	BRITAX B·O·B 	4797170	08/25/2015	Registered
Britax Childcare Holdings Limited	BRITAX 	4673487	01/20/2015	Registered
Britax Childcare Holdings Limited	BRITAX	2869497	08/03/2004	Registered
Britax Childcare Holdings Limited	BRITAX	2869497	08/03/2004	Registered
Britax Childcare Holdings Limited	BOB GEAR	3625402	05/26/2009	Registered
Britax Childcare Holdings Limited	BOB	3629540	06/02/2009	Registered
Britax Childcare Holdings Limited	DUALLIE	3597397	03/31/2009	Registered
Britax Childcare Holdings Limited	BOB STROLLERS	3501587	09/16/2008	Registered
Britax Childcare Holdings Limited	IBEX	3597396	03/31/2009	Registered

Grantor	Title	Registration Number/Application Number	Registration Date/Application Date	Status
Britax Childcare Holdings Limited	REVOLUTION	3501506	09/16/2008	Registered
Britax Childcare Holdings Limited	B·O·B	3338928	11/20/2007	Registered
Britax Childcare Holdings Limited	BRITAX	2340089	04/11/2000	Registered
Britax Childcare Holdings Limited	BRITAX	1337770	05/28/1985	Registered