

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568171

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THINK OPERATIONS, LLC		03/19/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	3408838	THINKSPORT	
Registration Number:	5413032	THINKSUN	
Registration Number:	4592785	THINKSPORT	
Registration Number:	4592780	THINKBABY	
Registration Number:	4898746	THINKBABY	
Registration Number:	5800582	GOTHINKBABY	
Registration Number:	5800580	GOTHINKBABY	
Registration Number:	5800581	GOTHINKSPORT	
Registration Number:	5324277	GO2	
Registration Number:	5138236	GO4TH	
Registration Number:	4454594	THINKSOCIAL	
Registration Number:	3343242	THINK BABY	
Serial Number:	85472070	THINK VIRTUAL	
Serial Number:	88472759	GOTHINK	
Serial Number:	88472745	GOTHINK	
Serial Number:	88472727	GOTHINK	
Serial Number:	88444300	THINK	
Serial Number:	88442186	THINK	
Serial Number:	88444275	THINK	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	88442238	THINK
Serial Number:	88444261	THINK
Serial Number:	88442208	THINK
Serial Number:	88325586	THINKCBD
Serial Number:	88078824	THINKCOSMETICS
Serial Number:	87553973	ITHINK

CORRESPONDENCE DATA

Fax Number: 2129692900
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: 212-969-300
Email: ypan@proskauer.com
Correspondent Name: Daniel C. Pollick
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668-347
NAME OF SUBMITTER:	Daniel C. Pollick
SIGNATURE:	/Daniel C. Pollick/
DATE SIGNED:	03/20/2020

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 19, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by THINK OPERATIONS, LLC, a Texas limited liability company (“**Grantor**”) in favor of Ares Capital Corporation, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantor is party to that certain Security Agreement, dated as of October 31, 2018 (as supplemented by that certain Security Agreement Supplement, dated as of the date hereof, and as further amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in or to any and all of the following assets and properties, wherever located and whether now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security

interest therein would impair the validity or enforceability of, or void, such "intent-to-use" trademark application, or any registration that may issue therefrom, under applicable federal law.

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 Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the 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. 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. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

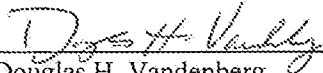
SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, 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.

THINK OPERATIONS, LLC, as a Grantor

By: 
Name: Douglas H. Vandenberg
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006896 FRAME: 0940

ACCEPTED AND ACKNOWLEDGED BY:

ARES CAPITAL CORPORATION,
as Administrative Agent and Collateral Agent

By: *Penni J Roll*

Name: Penni Roll

Title: Authorized Signer

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
THINK OPERATIONS, LLC	THINKSPORT (cl. 21)	3,408,838	4/8/08
THINK OPERATIONS, LLC	THINKSUN (cl. 3)	5,413,032	2/27/18
THINK OPERATIONS, LLC	THINKSPORT (cl. 3)	4,592,785	8/26/14
THINK OPERATIONS, LLC	THINKBABY (cl. 3)	4,592,780	8/26/14
THINK OPERATIONS, LLC	THINKBABY (cl. 21)	4,898,746	2/9/16
THINK OPERATIONS, LLC	GOTHINKBABY (cl. 3)	5,800,582	7/9/19
THINK OPERATIONS, LLC	GOTHINKBABY (cl. 21)	5,800,580	7/9/19
THINK OPERATIONS, LLC	GOTHINKSPORT (cl. 3)	5,800,581	7/9/19
THINK OPERATIONS, LLC	GO2 (cl. 21)	5,324,277	10/31/17
THINK OPERATIONS, LLC	GO4TH (cl. 21)	5,138,236	2/7/17
THINK OPERATIONS, LLC	THINKSOCIAL (cl. 36)	4,454,594	12/24/13
THINK OPERATIONS, LLC	THINK BABY (cl. 10)	3,343,242	11/27/07

TRADEMARK APPLICATIONS

Grantor	Mark	Application No.	Application Date
THINK OPERATIONS, LLC	THINKVIRTUAL (cl. 42)	85/472,070	11/14/11
THINK OPERATIONS, LLC	GOTHINK (cl. 21)	88/472,759	6/13/19
THINK OPERATIONS, LLC	GOTHINK (cl. 10)	88/472,745	6/13/19

THINK OPERATIONS, LLC	GOTHINK (cl. 3)	88/472,727	6/13/19
THINK OPERATIONS, LLC	THINK <i>stylized</i> (cl. 10)	88/444,300	5/23/19
THINK OPERATIONS, LLC	THINK (cl. 10)	88/442,186	5/22/19
THINK OPERATIONS, LLC	THINK <i>stylized</i> (cl. 3)	88/444,275	5/23/19
THINK OPERATIONS, LLC	THINK (cl. 3)	88/442,238	5/22/19
THINK OPERATIONS, LLC	THINK <i>stylized</i> (cl. 3)	88/444,261	5/23/19
THINK OPERATIONS, LLC	THINK (cl. 3)	88/442,208	5/22/19
THINK OPERATIONS, LLC	THINKCBD (cl. 3)	88/ 325,586	3/5/19
THINK OPERATIONS, LLC	THINKCOSMETICS (cl. 3)	88/078,824	8/15/18
THINK OPERATIONS, LLC	ITHINK (cl. 3)	87/553,973	8/2/17