

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568859

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHOW ME YOUR MUMU LLC		03/24/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	333 South Grand Avenue		
Internal Address:	12th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4367175	SHOW ME YOUR MUMU	
Registration Number:	4367174	SHOW ME YOUR MUMU	
Registration Number:	5210061	MUMU MOVES	
Registration Number:	5387126	MUMU WEDDINGS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	800-713-0755		
Email:	Ted.mulligan@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Syed Humza Moinuddin		
SIGNATURE:	/Syed Humza Moinuddin/		
DATE SIGNED:	03/25/2020		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (“Trademark Security Agreement”), dated as of March 24, 2020, is made by **SHOW ME YOUR MUMU LLC**, a California limited liability company (“Grantor”) in favor of **WELLS FARGO BANK NATIONAL ASSOCIATION** (“Lender”), and is being delivered in connection with that certain Credit Agreement, dated of even date herewith (as amended or modified from time to time, the “Credit Agreement”), by and between Grantor and Lender.

WHEREAS, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, pursuant to that certain Security Agreement, dated of even date herewith (as amended or modified from time to time, the “Security Agreement”) as security for Grantor’s obligations arising under the Credit Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office (“USPTO”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Lender as follows:

1. **Defined Terms**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **Grant of Security**. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the “Trademark Collateral”):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor’s business symbolized by the foregoing or connected therewith (the “Trademarks”);

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. **Recordation**. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Credit Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

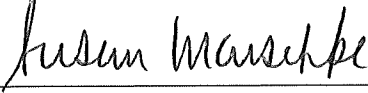
8. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Credit Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

SHOW ME YOUR MUMU LLC

as a Grantor

By: 

Name: Susan Marschke

Title: Chief Financial Officer

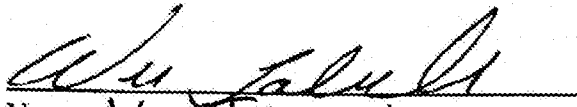
[Signature Page to Trademark Security Agreement (SMYM)]

TRADEMARK
REEL: 006899 FRAME: 0821

AGREED TO AND ACCEPTED:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Lender

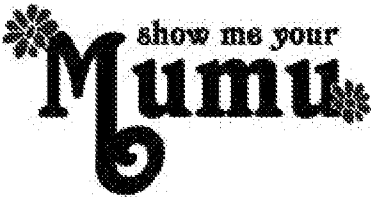
By:



Name: Wes Takeuchi -

Title: SENIOR VICE PRESIDENT

SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Serial Number	Reg. Number	Reg. Date	Status	Country
	85702168	4367175	July 16, 2013	Registered	USA
SHOW ME YOUR MUMU	85702140	4367174	July 16, 2013	Registered	USA
MUMU MOVES	86747393	5210061	May 23, 2017	Registered	USA
MUMU WEDDINGS	86747392	5387126	January 23, 2018	Registered	USA
SHOW ME YOUR MUMU	1659759	1659759	June 24, 2015	Registered	Australia
SHOW ME YOUR MUMU	908774133			Pending	Brazil
SHOW ME YOUR MUMU	1707802	TMA948261	September 2, 2016	Registered	Canada
SHOW ME YOUR MUMU	15983168	15983168	February 21, 2016	Registered	China
SHOW ME YOUR MUMU	013551353	013551353	May 7, 2015	Registered	European Union
SHOW ME YOUR MUMU	D002015046394			Published	Indonesia
SHOW ME YOUR MUMU	2014-097736	5751779	March 20, 2015	Registered	Japan

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Agreement]
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[Schedule 1 - Trademark Security