

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574554

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HANNA ANDERSSON, LLC		05/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Collateral Agent		
Street Address:	311 SOUTH WACKER DRIVE, SUITE 6400		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5850149	HANNA ANDERSSON	
Registration Number:	5766130	BEST. PAJAMAS. EVER.	
Registration Number:	5727941	HANNA ANDERSSON	
Registration Number:	5727224	HANNA	
Registration Number:	5515189	PATCH-TASTIC	
Registration Number:	5324024	HANNA ANDERSSON	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7537.012		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		

OP \$165.00 5850149

DATE SIGNED:	05/01/2020
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Total Attachments: 4

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**FIRST AMENDMENT TO GRANT OF SECURITY INTEREST IN UNITED STATES
TRADEMARKS**

This First Amendment to Grant of Security Interest in United States Trademarks, dated as of May 1, 2020 (this "Amendment"), by and between **HANNA ANDERSSON, LLC**, a Delaware limited liability company ("Grantor"), and **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, in its capacity as Administrative Agent for its own benefit and the benefit of the Lenders ("Grantee"). Reference is made to that certain Grant of Security Interest in United States Trademarks dated as of November 9, 2016 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement"; capitalized terms not otherwise defined herein having the definitions provided therefor in the Agreement) made by Grantor in favor of Grantee.

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with the Security Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Security Agreement. The Trademark Security Agreement is amended as follows:

(a) Schedule A to the Trademark Security Agreement shall be amended by adding the items set forth on Exhibit A hereto to Schedule A to the Trademark Security Agreement.

2. Miscellaneous.

(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

(c) Intercreditor Agreement. This Amendment is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Security Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Amendment, the terms of the Intercreditor Agreement shall govern.

* * * *

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment
as of the date first written above.

HANNA ANDERSSON, LLC, Grantor

By: 

Name: Brad M. Bell

Title: Chief Financial Officer

[Signature Page to First Amendment to Trademark Security Agreement]

TRADEMARK
REEL: 006928 FRAME: 0830

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

HANNA ANDERSSON, LLC, Grantor

By: _____

Name:

Title:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Collateral Agent and
Grantee

By: DocuSigned by:
Jonathan Weinberg
C798DA24112B48F...
Name: _____
einberg

Title: Director

EXHIBIT A

NEW TRADEMARKS

MARK	REGIS. NUMBER	REGIS. DATE	GRANTOR
HANNA ANDERSSON	5850149	09/03/19	Hanna Andersson, LLC
BEST. PAJAMAS. EVER.	5766130	05/28/19	Hanna Andersson, LLC
HANNA ANDERSSON	5727941	04/16/19	Hanna Andersson, LLC
HANNA	5727224	04/16/19	Hanna Andersson, LLC
PATCH-TASTIC	5515189	07/10/18	Hanna Andersson, LLC
HANNA ANDERSSON	5324024	10/31/17	Hanna Andersson, LLC