

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600036

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kids2, Inc.		09/28/2020	Corporation: GEORGIA
GOT I, LLC		09/28/2020	Limited Liability Company: DELAWARE
GOT II, LLC		09/28/2020	Limited Liability Company: DELAWARE
Baby Einstein, LLC		09/28/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	White Oak Commercial Finance, LLC, as Collateral Agent
Street Address:	Three Embarcadero Center
Internal Address:	5th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	2598640	BABY EINSTEIN
Registration Number:	3163004	BABY BACH
Registration Number:	3013563	BABY BEETHOVEN
Registration Number:	2791739	BABY EINSTEIN
Registration Number:	3432695	BABY EINSTEIN
Registration Number:	3432696	BABY EINSTEIN
Registration Number:	3432697	BABY EINSTEIN
Registration Number:	3437713	BABY EINSTEIN
Registration Number:	3437714	BABY EINSTEIN
Registration Number:	3455875	BABY EINSTEIN
Registration Number:	2380650	BABY EINSTEIN
Registration Number:	2528127	BABY EINSTEIN
Registration Number:	3056051	

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Property Type	Number	Word Mark
Registration Number:	4731903	
Registration Number:	3060835	BABY GALILEO
Registration Number:	3194842	BABY NEPTUNE
Registration Number:	3163003	BABY VAN GOGH
Registration Number:	2676907	
Registration Number:	2710196	DIGITAL BOARD BOOK
Registration Number:	2580449	OBALL
Registration Number:	2581453	TAGGIES
Registration Number:	3172607	TAGGIES
Registration Number:	2587828	TAGGIES
Registration Number:	1804601	BRIGHT STARTS
Registration Number:	3365895	BRIGHT STARTS
Registration Number:	3789372	BRIGHT STARTS
Registration Number:	3849799	BRIGHT STARTS
Registration Number:	4625228	COMFORT & HARMONY BY BRIGHT STARTS
Registration Number:	4782534	GIGGLING GOURMET
Registration Number:	4372985	HAVING A BALL
Registration Number:	4381354	INGENUITY
Registration Number:	4675625	INGENUITY
Registration Number:	4860573	INSTRIDE
Registration Number:	4860574	INTRUST
Registration Number:	1870679	KIDS II
Registration Number:	1966267	KIDS II
Registration Number:	4191780	MOMBO
Registration Number:	4423781	PLAY TO LEARN
Registration Number:	2701738	PLAY TO LEARN TOYS
Registration Number:	2796598	PLAY TO LEARN TOYS
Serial Number:	90157271	HELLO EINSTEIN
Serial Number:	87957061	KIDS2
Serial Number:	88141802	YOUR GO2 FOR UP TO AGE 2
Serial Number:	88780101	EINSTEIN
Serial Number:	88721533	THE EINSTEIN WAY
Serial Number:	88188448	EINSTEIN EXPLORERS
Serial Number:	88721555	KIDS2 WINVENTION FACTORY

CORRESPONDENCE DATA

Fax Number:

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.

TRADEMARK

REEL: 007064 FRAME: 0079

Phone: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7473.068

NAME OF SUBMITTER: Kristen N. Lange

SIGNATURE: /kristenlange/

DATE SIGNED: 09/28/2020

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 28, 2020, is made by Kids2, Inc., a Georgia corporation ("Kids2"), GOT I, LLC, a Delaware limited liability company ("GOT I"), GOT II, LLC, a Delaware limited liability company ("GOT II"), and BABY EINSTEIN, LLC, a Delaware limited liability company ("Baby Einstein," and together with Kids2, GOT I and GOT II, each a "Grantor" and collectively, the "Grantors"), in favor of WHITE OAK COMMERCIAL FINANCE, LLC, in its capacity as collateral agent for the Lenders party to the Loan and Security Agreement referred to below (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), by and among Kids2, KIDS2 UK LIMITED, a limited liability company incorporated in England with company number 04910375 having its registered office at c/o Bryan Cave Leighton Paisner LLP, Governor's House, 5 Laurence Pountney Hill, London EC4R 0BR ("UK Borrower"), KIDS II FAR EAST LIMITED [童怡遠東有限公司], a company incorporated and registered in Hong Kong with company registration number 0657117 ("HK Borrower"), and KIDS2 EUROPE B.V., a limited liability company (*besloten vennootschap*) having its official seat (*statutaire zetel*) in Amsterdam, the Netherlands, and its office at Hoogoorddreef 15, 1101 BA Amsterdam, the Netherlands, registered with the trade register of the Chamber of Commerce under number 60337311 ("Dutch Borrower"; together with Kids2, UK Borrower and HK Borrower, collectively, the "Borrowers"), the Subsidiaries and affiliates of the Borrowers from time to time party thereto as Guarantors, the lenders from time to time party thereto (the "Lenders"), WHITE OAK ABL, LLC, a Delaware limited liability company, as administrative agent for the Lenders, and the Collateral Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrowers and the Borrowers have agreed to grant security interests in their assets to the Lenders;

WHEREAS, pursuant to the Loan and Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent, for the ratable benefit of the Lenders, this 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, the Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantors hereby pledge, assign and grant to the Collateral Agent, on behalf of and for the ratable benefit of the Lenders and their respective permitted successors, indorsees, transferees and assigns, a continuing first priority security interest in all of each Grantor's right, title and interest in, to and

under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

2.1. all of its Trademarks, including those referred to on Schedule I hereto, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

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

2.5. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. 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, dilution, misappropriation, violation, 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. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the ratable benefit of the Lenders, pursuant to the Loan and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Loan and Security Agreement, the Loan and Security Agreement shall control. This Agreement shall constitute a Loan Document (as such term is defined in the Loan and Security Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Collateral Agent and the Grantors.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto 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 Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. TERMINATION. Upon the termination of the Loan and Security Agreement in accordance with the terms thereof, this Agreement shall automatically terminate concurrently therewith, and at the expense of the Grantors, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Collateral Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

8. INTERCREDITOR AGREEMENT. The rights of the Collateral Agent hereunder are subject to the provisions of that certain Intercreditor Agreement of even date herewith by and among the Collateral Agent, White Oak ABL, LLC, Gordon Brothers Brands, LLC, Kids2, Inc. and the affiliates of Kids2, Inc. party thereto (the "Intercreditor Agreement"). In the event of a conflict between the terms of this Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall control.

[Remainder of this page intentionally left blank]

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

GRANTORS:

KIDS2, INC.

By: 
Name: Ryan T. Gunnigle
Title: Chief Executive Officer

GOT I, LLC

By: Kids2, Inc., its Managing Member

By: 
Name: Ryan T. Gunnigle
Title: Chief Executive Officer

GOT II, LLC

By: Kids2, Inc., its Managing Member

By: 
Name: Ryan T. Gunnigle
Title: Chief Executive Officer

BABY EINSTEIN, LLC

By: 
Name: Ryan T. Gunnigle
Title: Chief Executive Officer

COLLATERAL AGENT:

**WHITE OAK COMMERCIAL
FINANCE, LLC**, as Collateral Agent

By:  _____

Name: Robert L. Dean

Title: Executive Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

(see attached)

REGISTERED TRADEMARKS

Country	Mark	Owner Name	Registration Number	Registration Date
UNITED STATES	BABY EINSTEIN &	Baby Einstein , LLC	2,598,640	07/23/2002
UNITED STATES	BABY BACH	Baby Einstein, LLC	3,163,004	10/24/2006
UNITED STATES	BABY BEETHOVEN	Baby Einstein, LLC	3,013,563	11/08/2005
UNITED STATES	BABY EINSTEIN	Baby Einstein, LLC	2,791,739	12/09/2003
UNITED STATES	BABY EINSTEIN	Baby Einstein, LLC	3,432,695	05/20/2008
UNITED STATES	BABY EINSTEIN	Baby Einstein, LLC	3,432,696	05/20/2008
UNITED STATES	BABY EINSTEIN	Baby Einstein, LLC	3,432,697	05/20/2008
UNITED STATES	BABY EINSTEIN	Baby Einstein, LLC	3,437,713	05/27/2008
UNITED STATES	BABY EINSTEIN	Baby Einstein, LLC	3,437,714	05/27/2008
UNITED STATES	BABY EINSTEIN	Baby Einstein, LLC	3,455,875	06/24/2008
UNITED STATES	BABY EINSTEIN & Design	Baby Einstein, LLC	2,380,650	08/29/2000
UNITED STATES	BABY EINSTEIN & Design	Baby Einstein, LLC	2,528,127	01/08/2002
UNITED STATES	Baby Einstein & Design	Baby Einstein, LLC	3,056,051	01/31/2006
UNITED STATES	BABY EINSTEIN & Design	Baby Einstein, LLC	4,731,903	05/05/2015
UNITED STATES	BABY GALILEO	Baby Einstein, LLC	3,060,835	02/21/2006
UNITED STATES	BABY NEPTUNE	Baby Einstein, LLC	3,194,842	01/02/2007
UNITED STATES	BABY VAN GOGH	Baby Einstein, LLC	3,163,003	10/24/2006
UNITED STATES	Design (Gecko)	Baby Einstein, LLC	2,676,907	01/21/2003
UNITED STATES	DIGITAL BOARD BOOK	Baby Einstein, LLC	2,710,196	04/22/2003
UNITED STATES	OBALL	GOT I, LLC	2,580,449	06/11/2002
UNITED STATES	TAGGIES	GOT II, LLC	2,581,453	06/18/2002
UNITED STATES	TAGGIES	GOT II, LLC	3,172,607	11/14/2006
UNITED STATES	TAGGIES & Design	GOT II, LLC	2,587,828	07/02/2002
UNITED STATES	BRIGHT STARTS	Kids2, Inc.	1,804,601	11/16/1993
UNITED STATES	BRIGHT STARTS	Kids2, Inc.	3,365,895	01/08/2008
UNITED STATES	BRIGHT STARTS & Design	Kids2, Inc.	3,789,372	05/18/2010
UNITED STATES	BRIGHT STARTS & Design	Kids2, Inc.	3,849,799	09/21/2010
UNITED STATES	COMFORT & HARMONY BY BRIGHT STARTS	KIDS2, INC.	4,625,228	10/21/2014
UNITED STATES	GIGGLING GOURMET	Kids2, Inc.	4,782,534	07/28/2015
UNITED STATES	HAVING A BALL	Kids2, Inc.	4,372,985	07/23/2013
UNITED STATES	INGENUITY	Kids2, Inc.	4,381,354	08/06/2013
UNITED STATES	INGENUITY	Kids2, Inc.	4,675,625	01/20/2015
UNITED STATES	INSTRIDE	KIDS2, INC.	4,860,573	11/24/2015
UNITED STATES	INTRUST	KIDS2, INC.	4,860,574	11/24/2015
UNITED STATES	KIDS II	Kids2, Inc.	1,870,679	12/27/1994
UNITED STATES	KIDS II & Design	Kids2, Inc.	1,966,267	04/09/1996
UNITED STATES	MOMBO	Kids2, Inc.	4,191,780	08/14/2012
UNITED STATES	PLAY TO LEARN	Kids2, Inc.	4,423,781	10/29/2013

UNITED STATES	PLAY TO LEARN TOYS	Kids2, Inc.	2,701,738	04/01/2003
UNITED STATES	PLAY TO LEARN TOYS	Kids2, Inc.	2,796,598	12/23/2003

TRADEMARK APPLICATIONS

Mark	Owner Name	Country	Application #	File Date
HELLO EINSTEIN	Baby Einstein, LLC	UNITED STATES	90157271	9/3/2020
KIDS2	Kids II, Inc.	UNITED STATES	87/957,061	06/11/2018
YOUR GO2 FOR UP TO AGE 2	Kids2, Inc.	UNITED STATES	88/141,802	10/03/2018
EINSTEIN	Baby Einstein, LLC	UNITED STATES	88/780,101	01/31/2020
Letter Toss Design	Baby Einstein, LLC	UNITED STATES	88/780,101	01/31/2020
THE EINSTEIN WAY	Baby Einstein, LLC	UNITED STATES	88/721,533	12/10/2019
EINSTEIN EXPLORERS	Kids II, Inc.	UNITED STATES	88/188,448	11/09/2018
KIDS2	Kids II, Inc.	PUERTO RICO	228,313-20	08/28/2018
KIDS2	Kids II, Inc.	PUERTO RICO	228,315-28	08/28/2018
KIDS2	Kids II, Inc.	PUERTO RICO	228,316-35	08/28/2018
KIDS2	Kids II, Inc.	PUERTO RICO	228,317-41	08/28/2018
KIDS2 WINVENTION FACTORY	Kids2, Inc.	UNITED STATES	88/721,555	12/10/2019