

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617487

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
London Women's Care, LLC		12/30/2020	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5959395	LONDON WOMEN'S CARE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2127013569		
Email:	dka@cahill.com		
Correspondent Name:	Doris Ka, Senior Paralegal (IP)		
Address Line 1:	32 Old Slip		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	41260-0355 1L TM		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	12/30/2020		
Total Attachments: 4			
source=B - 07. Project Rug Rats - Second Lien Trademark Security Agreement#page2.tif			
source=B - 07. Project Rug Rats - Second Lien Trademark Security Agreement#page3.tif			

OP \$40.00 5959395

source=B - 07. Project Rug Rats - Second Lien Trademark Security Agreement#page4.tif

source=B - 07. Project Rug Rats - Second Lien Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2020 (this "Agreement"), by and between LONDON WOMEN'S CARE, LLC a Kentucky limited liability company (the "Grantor"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) that certain Credit Agreement, dated as of December 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among HERA MERGER SUB, INC., a Delaware corporation (the "Initial Parent"), WOMEN'S CARE INVESTMENTS, INC., a Delaware corporation (the "Target Parent") (with the Initial Parent to merge with and into the Target Parent on the Effective Date with the Target Parent as the surviving entity), HERA BORROWER SUB, INC., a Delaware corporation, as borrower (in such capacity, the "Initial Borrower"), WOMEN'S CARE HOLDINGS, INC., a Delaware corporation (the "Target") (with the Initial Borrower to merge with and into the Target on the Effective Date with the Target as the surviving entity), the Lenders from time to time party thereto, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as administrative agent (in such capacity, the "Administrative Agent") and as Collateral Agent, and the various other parties thereto and (b) that certain Collateral Agreement, dated as of December 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Initial Parent, the Target Parent, the Initial Borrower, the Target, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guarantee Agreement. The Grantor is [an Affiliate of] the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to and in accordance with the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I (the "Trademark Collateral"); *provided* that the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto.

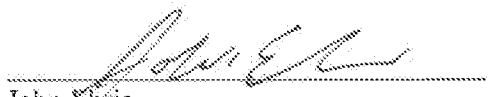
SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


LONDON WOMEN'S CARE, LLC, as Grantor

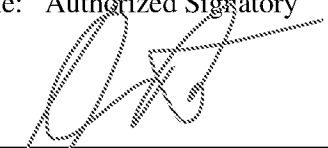
By: 
Name: John Ehrie
Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007151 FRAME: 0170


CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: 
Name: William O'Daly
Title: Authorized Signatory

By: 
Name: D. Andrew Maletta
Title: Authorized Signatory

Schedule I
to Trademark Security Agreement

1. Trademark Registrations and Applications in the United States Patent and Trademark Office

Image	Trademark	Appl. Number / Filing Date	Reg. No. / Date	Owner Name
	LONDON WOMEN'S CARE	88457940 6/3/2019	5959395 1/14/2020	LONDON WOMEN'S CARE, LLC