

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coddle Inc.		01/29/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Loan Admin Co LLC		
Street Address:	2200 Atlantic Street		
Internal Address:	Suite 501		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5710649	4 CLICKS AND A FLIP!	
Registration Number:	6008996	CODDLE	
Serial Number:	88228931	CODDLE	
Serial Number:	88239398	CODDLEME	
Registration Number:	6009029	CODDLEME	
Registration Number:	5710650	FOUR CLICKS AND A FLIP!	
Registration Number:	5562182	FROM A WORKING MONDAY...TO A LAZY SUNDAY	
Registration Number:	5562183	GJ	
Registration Number:	6029583	GJEMENI	
Serial Number:	88264615	SITTING SCORE	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<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:	215-656-3381		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET ST. SUITE 5000		

CH \$265.00 5710649

TRADEMARK

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER: William L. Bartow

SIGNATURE: /williamlbartow/

DATE SIGNED: 02/01/2021

Total Attachments: 7

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 29, 2021 (this “Security Interest”), is made by CODDLE INC., a Delaware corporation (the “Grantor”), in favor of LOAN ADMIN CO LLC, as Collateral Agent for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below), with a principal office at 2200 Atlantic Street, Suite 501, Stamford, CT 06902 (the “Grantee”).

WHEREAS, the Grantor and Grantee, among others, have entered into those certain Credit Agreement, Security Agreement, and Pledge Agreement, each dated as of January 29, 2021 (as amended, modified, restated and/or supplemented from time to time, the “Credit Documents”); and

WHEREAS, the Credit Documents require the Grantor to execute and deliver this Security Interest.

NOW, THEREFORE, in consideration of the premises in the Credit Documents and herein and in order to ensure compliance with the Credit Documents, the receipt and sufficiency of which are hereby acknowledged by the Grantor and Grantee, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the definitions given to them in the Credit Documents.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment and performance when due of all of its Obligations, Grantor does hereby pledge and grant to the Grantee, in each case for the benefit of the Secured Creditors, a continuing security interest in, and continuing lien on, all of the right, title and interest of such Grantor in, to and under all of the following, or in which or to which such Grantor has any rights, in each case whether now existing or hereafter from time to time acquired (the “Trademark Collateral”):

(i) all Trademarks and all licenses providing for the grant by or to such Grantor of any right under any Trademark, in each case, including, without limitation, those referred to on Schedule A hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

As used herein, "Trademarks" shall mean all right, title and interest in and to any trademarks, service marks and trade names now held or hereafter acquired by the Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by the Grantor, which are registered or filed in the United States Patent and Trademark Office, as well as any unregistered trademarks and service marks used by the Grantor, and any trade dress including logos, designs, fictitious business names and other business identifiers used by the Grantor; provided that in each case, "Trademarks" shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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, or result in the voiding, of such intent-to-use application or any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Credit Documents. The security interest granted pursuant to this Security Interest is granted in conjunction with the security interest granted to the Grantee pursuant to the Credit Documents, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Documents, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Security Interest and the Credit Documents, the terms of the Credit Documents shall control.

SECTION 5. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor remains liable for all duties and obligations arising under or with respect to the Trademark Collateral, and, subject to the exercise of any right or remedy by the Grantee and Grantor further agrees that Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action reasonably necessary in connection with, the rights of Grantor with respect to all Trademark Collateral.

SECTION 6. Counterparts; Telecopied Signatures. This Security Interest and any waiver or amendment hereto may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. This Security Interest may be executed and delivered by facsimile or electronic transmission all with the same force and effect as if the same was a fully executed and delivered original executed counterpart hereof.

SECTION 7. Governing Law. Section 14.08 of the Credit Agreement is hereby incorporated by reference, mutatis mutandis.

SECTION 8. Miscellaneous. This Security Interest shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of the Grantee, the future holders of the loans, and their respective permitted successors and assigns. The Grantee may, in accordance with the terms and conditions of the Credit Documents, assign or otherwise transfer all or any portion of its

rights and obligations under this Security Interest to any successor, and such successor shall thereupon become vested with all the benefits in respect hereof granted to the Grantee herein or otherwise, in each case as provided in the Credit Documents. Grantor may not (other than in accordance with the terms and conditions of the Credit Documents) assign or transfer any rights or obligations hereunder without the prior written consent of the Grantee. No amendment of any provision of this Security Interest shall in any event be effective unless the same shall be in writing and signed by Grantor and the Grantee. No waiver of any provision of this Security Interest, or consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee. Each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In case any provision in or obligation under this Security Interest shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.

CODDLE INC., as Grantor

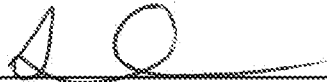


By: _____

Name: Sujeewa Sean Pathiratne

Title: President

LOAN ADMIN CO LLC,
as Collateral Agent and Grantee


By: 
Name: Sean Chao
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement (Lifestyle Solutions)]

TRADEMARK
REEL: 007176 FRAME: 0340

SCHEDULE A

Trademark	(Application No.) Registration No.	(Application Date) Registration Date
SEE ATTACHED		

Mark With Image	App. No.	Filed Date	Reg. No.	Registration Date	Status
4 CLICKS AND A FLIP!	87/567,772	8/14/2017	5,710,649	3/26/2019	REGISTERED
CODDLE	88/227,189	12/12/2018	6,008,996	3/10/2020	REGISTERED
CODDLE	88/228,931	12/13/2018			PUBLISHED
CODDLEME	88/239,398	12/21/2018			PUBLISHED
CODDLEME	88/239,433	12/21/2018	6,009,029	3/10/2020	REGISTERED
FOUR CLICKS AND A FLIP!	87/567,777	8/14/2017	5,710,650	3/26/2019	REGISTERED
FROM A WORKING MONDAY...TO A LAZY SUNDAY	87/503,120	6/23/2017	5,562,182	9/11/2018	REGISTERED
GJ (STYLIZED) 	87/503,127	6/23/2017	5,562,183	9/11/2018	REGISTERED
GJEMENI	87/503,111	6/23/2017	6,029,583	4/7/2020	REGISTERED
SITTING SCORE	88/264615	1/16/2019			ALLOWED