

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635608

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIONO, L.L.C.		03/30/2021	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	87072886	CARUS	
Serial Number:	86853124	QUANTUM	
Serial Number:	86562704		
Serial Number:	86569866	DREAMLINER	
Serial Number:	86533514	DIONO	
Serial Number:	86515611	PENTALOCK	
Serial Number:	88681138	SAFE+	
Serial Number:	88672936	123 FITS 3 ACROSS	
Serial Number:	88912812	THE ORIGINAL 3 ACROSS ALL-IN-ONE CAR SEA	
Serial Number:	90235476	D	
Serial Number:	90235484	DIONO	
Serial Number:	90218223	SOLANA	
Serial Number:	90218242	CAMBRIA	
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:	3127018637		
Email:	IPDocket@mayerbrown.com		
TRADEMARK			

CH \$340.00 87072886

Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 15477292

NAME OF SUBMITTER: William R. Siegel

SIGNATURE: /william r siegel/

DATE SIGNED: 03/30/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Security Agreement”), made as of the 30th day of March, 2021 by and between DIONO, L.L.C., a Washington limited liability company (“Grantor”), and CIBC BANK USA (formerly known as The Privatebank and Trust Company) (the “Lender”):

W I T N E S S E T H

WHEREAS, each Grantor, certain affiliates of each Grantor and Lender are parties to a certain Loan and Security Agreement as of May 6, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) and certain other related loan documents (collectively, with the Loan Agreement, and as each may be amended, restated, supplemented or otherwise modified from time to time, the “Financing Agreements”), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of the Borrowers (as defined in the Loan Agreement) and (ii) for the grant by Grantor to Lender of a security interest in certain of Grantor’s assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Grantor’s entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “Trademarks”); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantor’s business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Grantor warrants and represents to Lender that:

(i) No material Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) To the knowledge of Grantor, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by Grantor not to sue third persons;

(iii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, Grantor agrees that until all of the Obligations shall have been satisfied in full in cash and the Financing Agreements shall have been terminated, Grantor shall not, without the prior written consent of Lender, such consent not to be unreasonably withheld, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Grantor represents and warrants that, based on a diligent investigation by Grantor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Grantor. If, before all of the Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to Lender prompt written notice thereof. Grantor hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of all of the Obligations (other than contingent obligations for which no claim has been asserted) and the termination of the Financing Agreements. Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Grantor.

7. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

8. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations (other than contingent obligations for which no claim has been asserted) shall have been paid in full and the Financing Agreements have been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

9. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

10. Governing Law. **THIS SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.**

11. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

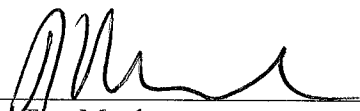
12. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

13. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

[Signatures Follow Immediately]

IN WITNESS WHEREOF, Grantor has duly executed this Security Agreement as of the date first written above.

DIONO, L.L.C.

By 
Name: Tim Maule
Title: President and Chief Executive Officer

Signature Page to Trademark Security Agreement

737173793

TRADEMARK
REEL: 007237 FRAME: 0892

Agreed and Accepted
As of the Date First Written Above

CIBC BANK USA

By Ross M. Kohn
Name: Ross M. Kohn
Title: Managing Director

SCHEDULE A

Trademark	Application No.	Application Date	Registration No.	Reg. Date
CARUS	87072886	June 15, 2016	5745904	May 7, 2019
QUANTUM	86853124	December 17, 2015	5448942	April 17, 2018
HEART DESIGN	86562704	March 12, 2015	5078747	November 8, 2016
DREAMLINER	86569866	March 19, 2015	4974503	June 7, 2016
DIONO	86533514	February 12, 2015	4957068	May 10, 2016
PENTALOCK	86515611	January 27, 2015	4956956	May 10, 2016
SAFE+	88681138	November 5, 2019	6241108	January 5, 2021
	88672936	October 29, 2019	6246816	January 12, 2021
The Original 3 Across All-in-One Car Seat	88912812	May 12, 2020	6230479	December 22, 2020
D (AND DESIGN)	90235476	October 5, 2020	-	-
DIONO	90235484	October 5, 2020	-	-
SOLANA	90218223	September 28, 2020	-	-
CAMBRIA	90218242	September 28,	-	-

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