

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670775

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MONAHAN PRODUCTS, LLC		08/27/2021	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	3327236	UPPA BABY	
Registration Number:	3657758	G-LITE	
Registration Number:	3657755	G-LUXE	
Registration Number:	3703438	RUMBLESEAT	
Registration Number:	3786731	VISTA	
Registration Number:	4209160	CRUZ	
Registration Number:	4275662	CABANA	
Registration Number:	4334466	PIGGYBACK	
Registration Number:	4455231	UPPABABY	
Registration Number:	4483365	UB	
Registration Number:	4516939		
Registration Number:	4771266	UPPABABY	
Registration Number:	5032912	G-LINK	
Registration Number:	5099013	BREEZE THROUGH WITH TWO	
Registration Number:	5099010	COMPACT WITHOUT COMPROMISE	
Registration Number:	5099009	ONE FOR ALL	
Registration Number:	5099011	TILT BACK. MOVE FORWARD.	
Registration Number:	5125701	UPPABABY CARRY-ALL	
Registration Number:	5224169	TUNE-UP GEAR-UP	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	5394456	MESA
Registration Number:	5465322	SEE HOW SIMPLE
Registration Number:	5504599	MINU
Registration Number:	5531721	GO PLACES BIG AND SMALL
Registration Number:	5584048	UPPABABY GIVES BACK
Registration Number:	5591558	LIGHT DONE RIGHT
Registration Number:	5789876	INNER CIRCLE
Registration Number:	5099012	REDEFINING THE LIGHTWEIGHT STROLLER
Registration Number:	6008849	SMARTSECURE
Registration Number:	6065002	ALTA
Registration Number:	6076783	KNOX
Serial Number:	88907148	COZYGANOOSH
Serial Number:	90838507	EZ LAWN & GARDEN

CORRESPONDENCE DATA

Fax Number: 3129939767
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.
Phone: 13129932622
Email: gayle.grocke@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 330 N. Wabash Avenue
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	057121-0619
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	08/27/2021

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 27, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 27, 2021 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Monahan Products, LLC, a Massachusetts limited liability company (the “Borrower”), the other Persons party thereto that are designated as Credit Parties, Agent, Antares Holdings LP, as a Lender (including as Swing Lender), and the other Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those United States Trademarks referred to on Schedule 1 hereto; provided, however that no Lien on

and security interest is granted on any “intent to use” Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such “intent to use” Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(b) all renewals and extensions of the foregoing;

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

(d) 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York .

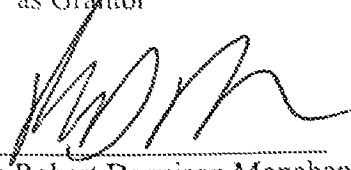
Section 7. Release and Termination. At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive

such termination) of the Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, the Agent shall execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

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


MONAHAN PRODUCTS, LLC,
as Grantor

By: 
Name: Robert Dennison Monahan
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: 

Name: Kyle Wilson
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark Name	Owner	Registration No.	Registration Date
UPPA BABY	Monahan Products, LLC	3327236	10/30/2007
G-LITE	Monahan Products, LLC	3657758	07/21/2009
G-LUXE	Monahan Products, LLC	3657755	07/21/2009
RUMBLESEAT	Monahan Products, LLC	3703438	10/27/2009
VISTA	Monahan Products, LLC	3786731	05/11/2010
CRUZ	Monahan Products, LLC	4209160	09/18/2012
CABANA	Monahan Products, LLC	4275662	01/15/2013
PIGGYBACK	Monahan Products, LLC	4334466	05/14/2013
UPPABABY	Monahan Products, LLC	4455231	12/24/2013
UB AND FLOWER LOGO	Monahan Products, LLC	4483365	02/18/2014
FLOWER LOGO	Monahan Products, LLC	4516939	04/22/2014
UPPABABY (AND DESIGN)	Monahan Products, LLC	4771266	07/14/2015
G-LINK	Monahan Products, LLC	5032912	08/30/2016
BREEZE THROUGH WITH TWO	Monahan Products, LLC	5099013	12/13/2016
COMPACT WITHOUT COMPROMISE	Monahan Products, LLC	5099010	12/13/2016
ONE FOR ALL	Monahan Products, LLC	5099009	12/13/2016
TILT BACK. MOVE FORWARD.	Monahan Products, LLC	5099011	12/13/2016
UPPABABY CARRY-ALL	Monahan Products, LLC	5125701	01/17/2017
TUNE-UP GEAR-UP	Monahan Products, LLC	5224169	06/13/2017
MESA	Monahan Products, LLC	5394456	02/06/2018
SEE HOW SIMPLE	Monahan Products, LLC	5465322	05/08/2018
MINU	Monahan Products, LLC	5504599	06/26/2018
GO PLACES BIG AND SMALL	Monahan Products, LLC	5531721	07/31/2018
UPPABABY GIVES BACK (AND DESIGN)	Monahan Products, LLC	5584048	10/16/2018
LIGHT DONE RIGHT	Monahan Products, LLC	5591558	10/23/2018
INNER CIRCLE	Monahan Products, LLC	5789876	06/25/2019
REDEFINING THE LIGHTWEIGHT STROLLER	Monahan Products, LLC	5099012	12/13/2016
SMARTSECURE	Monahan Products, LLC	6008849	03/10/2020
ALTA	Monahan Products, LLC	6065002	05/26/2020
KNOX	Monahan Products, LLC	6076783	06/09/2020

2. TRADEMARK APPLICATIONS

Trademark Name	Owner	Application No.	Application Date
COZYGANOOSH	Monahan Products, LLC	88/907148	05/08/2020
EZ LAWN & GARDEN	Monahan Products, LLC	90/838507	07/20/2021