

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM697810

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Be Sunshine, LLC		12/22/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BSP AGENCY, LLC		
<b>Street Address:</b>	Benefit Street Partners, 9 West 57th St		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6158573	SHINE ON WITH REESE	
<b>Registration Number:</b>	6091212	HELLO SUNSHINE	
<b>Registration Number:</b>	5975215	HELLO SUNSHINE	
<b>Registration Number:</b>	5846400	HOW IT IS	
<b>Registration Number:</b>	5807973	MEET MY MOM	
<b>Registration Number:</b>	5801155	REESE'S BOOK CLUB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1556559		
<b>NAME OF SUBMITTER:</b>	Margot Tolley		
<b>SIGNATURE:</b>	/Margot Tolley/		

OP \$165.00 6158573

<b>DATE SIGNED:</b>	12/27/2021
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**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK SECURITY AGREEMENT**, dated as of December 22, 2021 by Be Sunshine, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of BSP AGENCY, LLC, as Collateral Agent.

**W I T N E S S E T H:**

WHEREAS, the Grantor is party to a Security Agreement dated as of December 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral (excluding any Excluded Assets) of the Grantor (the “**Trademark Collateral**”):

- (a) all Trademark registrations and applications of the Grantor, including those listed on Schedule I attached hereto; and
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, that granting a security interest in such Trademark application prior to such filing would impair the enforceability or validity, or result in the voiding, of such Trademark application (or any registration that may issue therefrom) under applicable federal Law.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. This Trademark Security Agreement shall terminate in accordance with, and subject to the terms and conditions set forth in, Section 6.11 of the Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor all documents, instruments, make all filings,

and take all other actions reasonably requested by the Grantor in writing to evidence the release of the Lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

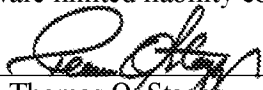
SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature pages follow.]

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

**GRANTOR:**

**BE SUNSHINE, LLC,**  
a Delaware limited liability company

By:   
Name: Thomas O. Staggs  
Title: Senior Vice President

**BSP AGENCY, LLC,**

as Collateral Agent

By: Benefit Street Partners L.L.C., its sole  
Member

By:  \_\_\_\_\_

Name: Mike Frick

Title: Authorized Signatory

:

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007562 FRAME: 0470**

**Schedule I  
to Trademark Security Agreement**

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

1. Registered Trademarks

	<b>Owner Name</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
1	Be Sunshine, LLC	SHINE ON WITH REESE	9/22/2020	6158573
2	Be Sunshine, LLC	HELLO SUNSHINE	6/30/2020	6091212
3	Be Sunshine, LLC	HELLO SUNSHINE	2/4/2020	5975215
4	Be Sunshine, LLC	HOW IT IS	8/27/2019	5846400
5	Be Sunshine, LLC	MEET MY MOM	7/16/2019	5807973
6	Be Sunshine, LLC	REESE'S BOOK CLUB	7/9/2019	5801155

2. Trademark Applications

None.