

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Loving Guidance, LLC		12/10/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	RGA Reinsurance Company, as Administrative Agent		
Street Address:	16600 Swingley Ridge Road		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63017		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3432535	LOVING GUIDANCE	
Registration Number:	2287534	CONSCIOUS DISCIPLINE	
Registration Number:	2754140	BRAIN SMART	
Registration Number:	4191060	FEELING BUDDIES	
Registration Number:	4318066	BABY DOLL CIRCLE TIME	
Registration Number:	4686849	SAFE PLACE	
Registration Number:	5522921		
Registration Number:	5970237	CONFLICT RESOLUTION TIME MACHINE	
CORRESPONDENCE DATA			
Fax Number:	3128278185		
<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>			
Email:	citrademarks@klgates.com, valerie.swanson@klgates.com		
Correspondent Name:	K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	2852819.00089		
NAME OF SUBMITTER:	Jonathan Vance		

CH \$215.00 3432535

SIGNATURE:	/Jonathan Vance/
DATE SIGNED:	02/02/2022
Total Attachments: 6 source=Executed - Trademark Security Agreement RGA-Loving Guidance#page1.tif source=Executed - Trademark Security Agreement RGA-Loving Guidance#page2.tif source=Executed - Trademark Security Agreement RGA-Loving Guidance#page3.tif source=Executed - Trademark Security Agreement RGA-Loving Guidance#page4.tif source=Executed - Trademark Security Agreement RGA-Loving Guidance#page5.tif source=Executed - Trademark Security Agreement RGA-Loving Guidance#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 10, 2021, is made by Loving Guidance, LLC, a Florida limited liability company, (the “Grantor”), in favor of RGA Reinsurance Company (“RGA”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 10, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”, capitalized terms used herein without definition are used as defined in the Credit Agreement), among the Borrowers, the Parent, the other Loan Parties, the Lenders and RGA, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement dated as of December 10, 2021 in favor of the Administrative Agent (the “Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the 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, and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the 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 mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

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

(c) 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 and IP Licenses 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.

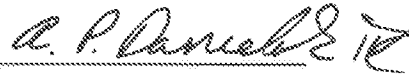
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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.

Very truly yours,

LOVING GUIDANCE, LLC
as Grantor

By: 

Name: Anthony P. Danielak

Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

RGA REINSURANCE COMPANY
as Administrative Agent

By: 

Name: Brett Parr

Title: Managing Director, Private Debt
& Equity Investments

[Trademark Security Agreement]

TRADEMARK

REEL: 007603 FRAME: 0450

RECORDED: 02/02/2022