

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lollytogs, Ltd.		03/11/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association		
Street Address:	452 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6303032	SUSTAINABLE SCHOOLWEAR	
Serial Number:	88250285	SPROCKETS BABY	
Serial Number:	88470164	SPROCKETS	
Serial Number:	88697251	SCHOOLWEAR MADE FOR KIDS TO SHINE	
Serial Number:	88776021	FRENCH TOAST SCHOOLBOX	
Serial Number:	88890972	LOLLYTOGS	
Serial Number:	90593779	THE 100% POLO	
Serial Number:	90716407	FRENCH TOAST A.B.C.	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		

CH \$215.00 6303032

DATE SIGNED:	03/17/2022
Total Attachments: 3 source=3-17-2022 Lollytogs-TM#page1.tif source=3-17-2022 Lollytogs-TM#page2.tif source=3-17-2022 Lollytogs-TM#page3.tif	

TRADEMARK ASSIGNMENT OF SECURITY

Dated as of March 11, 2022

WHEREAS, Lollytogs, Ltd., a corporation incorporated under the laws of the State of New York, located at 2 Park Avenue, 19th Floor, New York, New York 10016 (“Grantor”), has adopted, used and is using the marks shown in the attached Schedule A (the “Marks”), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantor is obligated to HSBC Bank USA, National Association (“HSBC”) and various other financial institutions (collectively, “Lenders”), HSBC as Lender Representative (acting in such capacity, “Lender Representative”) and HSBC as Administrative Agent (acting in its capacity as the “collateral agent” pursuant to Section 8.1(e) of the Credit Agreement referred to below, “Administrative Agent”) pursuant to (i) a certain Amended and Restated Credit Agreement, dated as of the date hereof, among Administrative Agent, Lender Representative, Lenders, Grantor and certain other loan parties, (ii) a certain Security Agreement, dated as of March 24, 2017, among Grantor, certain other grantors, and Administrative Agent and (iii) a certain Trademark Collateral Security Agreement, dated as of March 24, 2017, by and among Grantor, certain other grantors, and Administrative Agent (as each may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, collectively, the “Agreements”); and


WHEREAS, pursuant to the Agreements, Grantor is granting to Administrative Agent for its benefit and for the ratable benefit of Secured Parties a first priority security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby assign, and grant, to Administrative Agent for its benefit and for the ratable benefit of Secured Parties a first priority security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Grantor expressly acknowledges and affirms that the rights and remedies of Administrative Agent, Lender Representative and the Secured Parties with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

[Remainder of page intentionally left blank; signature page follows]

LOLLYTOGS, LTD., as Grantor

By: 
Name: Richard A. SUTTA
Title: c.e.o.,

SCHEDULE A

Registered Trademarks:

<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark</u>	<u>Jurisdiction</u>
6303032	03/23/2021	SUSTAINABLE SCHOOLWEAR	United States (USPTO)

Pending Applications:

<u>Application Serial Number</u>	<u>Application Filing Date</u>	<u>Trademark</u>	<u>Jurisdiction</u>
88250285	1/4/19	SPROCKETS BABY	United States (USPTO)
88470164	6/12/19	SPROCKETS	United States (USPTO)
88697251	11/18/19	SCHOOLWEAR MADE FOR KIDS TO SHINE	United States (USPTO)
88776021	1/28/20	FRENCH TOAST SCHOOLBOX	United States (USPTO)
88890972	4/18/20	LOLLYTOGS	United States (USPTO)
90593779	3/22/21	THE 100% POLO	United States (USPTO)
90716407	5/19/21	FRENCH TOAST A.B.C.	United States (USPTO)