

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Upanaway, LLC		04/14/2022	Limited Liability Company: CALIFORNIA
Pebble Natursutten LLC		04/14/2022	Limited Liability Company: DELAWARE
Sugarloaf HB Opco, LLC		04/14/2022	Limited Liability Company: DELAWARE
Hajar Mimijumi LLC		04/14/2022	Limited Liability Company: DELAWARE
Obelisk Re-Play Opco, LLC		04/14/2022	Limited Liability Company: DELAWARE
Bob Stone, LLC		04/14/2022	Limited Liability Company:
Gibraltar Little Giraffe Opco, LLC		04/14/2022	Limited Liability Company: DELAWARE
Sleeping Baby Rocky McRockface, LLC		04/14/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Hayfin Services LLP, as collateral agent		
Street Address:	One Eagle Place		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW1Y 6AF		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	4240837	BLOOMING BATH	
Registration Number:	5702560	AIRPOD	
Registration Number:	5497354	PACIPIXY	
Registration Number:	5501234	HYKE & BYKE	
Registration Number:	4059666	MIMIJUMI	
Registration Number:	4880691	SECOND ONLY TO MOM	
Registration Number:	4880689	NEXT BREAST THING	
Registration Number:	4948222	BREAST BOTTLE	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	5219037	WORLD'S BREAST BOTTLE
Registration Number:	5348599	RE PLAY
Registration Number:	6009673	FIRST LANDINGS
Registration Number:	3382362	GIRAFFE AT HOME
Registration Number:	2676411	LITTLE GIRAFFE
Registration Number:	3128343	LITTLE GIRAFFE
Registration Number:	4689357	LOVE BY LITTLE GIRAFFE
Registration Number:	3967755	DAMMIT DOLL
Registration Number:	4667936	DAMMIT DOLLS
Registration Number:	4606629	DAMMIT CANCER
Registration Number:	4186655	ZIPADEE-ZIP
Registration Number:	4848965	SWADDLE TRANSITION
Registration Number:	4848966	SWADDLE TRANSITION FROM SWADDLE TIME TO
Registration Number:	4858304	TRENDY TEETHERS
Registration Number:	4891870	TRENDY TEETHERS CHEW IN STYLE
Registration Number:	5001740	ZIPPY ONEZ
Registration Number:	5596720	FLYING SQUIRREL
Registration Number:	5434829	SNOOZIE MAT
Registration Number:	5603211	TUMMY TIMELINES
Registration Number:	5927339	SLEEPINGBABY INSPIRING DREAMS ONE NIGHTA
Registration Number:	5858222	ZIPADEE-ZIP INSPIRING DREAMS ONE NIGHT A
Registration Number:	6639809	ZIPPY SWADDLE ZZZZ
Serial Number:	97336157	SLEEPINGBABY
Serial Number:	90706225	BETTER SLEEP FOR YOUR BABY, BETTER SLEEP

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Alan Wen

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: Alan Wen - 51889.0029

NAME OF SUBMITTER: Alan Wen

SIGNATURE: /Alan Wen/

DATE SIGNED: 04/27/2022

Total Attachments: 9

source=Monolith - Trademark Security Agreement Executed#page1.tif

source=Monolith - Trademark Security Agreement Executed#page2.tif

source=Monolith - Trademark Security Agreement Executed#page3.tif

source=Monolith - Trademark Security Agreement Executed#page4.tif

source=Monolith - Trademark Security Agreement Executed#page5.tif

source=Monolith - Trademark Security Agreement Executed#page6.tif

source=Monolith - Trademark Security Agreement Executed#page7.tif

source=Monolith - Trademark Security Agreement Executed#page8.tif

source=Monolith - Trademark Security Agreement Executed#page9.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of April 14, 2022 is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Hayfin Services LLP (“Hayfin”), as collateral agent for the benefit of the Lenders and the other Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

Introductory Statement

WHEREAS, pursuant to the Loan Agreement dated as of April 14, 2022 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Loan Agreement”) among, inter alios, MONOLITH BRANDS, LLC, a Delaware limited liability company (the “Borrower”), MONOLITH BRANDS HOLDCO, LLC, a Delaware limited liability company (“Holdings”), the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, and Hayfin, as administrative agent and collateral agent (in such capacities, the “Administrative Agent”), the Lenders have severally agreed to make Loans to the Borrower upon and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors, among others, are party to a Guaranty and Security Agreement dated as of April 14, 2022 (as amended, restated, amended and restated, supplemented and/or otherwise modified time to time, 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 the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Administrative Agent and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Loans to the Borrower thereunder, and to induce the Administrative Agent to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or the Loan Agreement, as the context may require.

Section 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby unconditionally pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and hereby grants the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in all of such Grantor’s right, title and interest in, to and to the following property of such Grantor, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (the “Trademark Collateral”):

(a) all of its all trademarks, trade names, trademark rights in corporate names, business names or fictitious business names, trade styles, service marks, logos and other source or business identifiers (whether registered or unregistered), and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 1 hereof;

(b) the right to obtain all extensions and renewals thereof; and

(c) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, "Trademark Collateral" shall not include (and no security interest or Lien shall be granted hereunder in) any trademark application filed in the United States Patent and Trademark Office on the basis of the applicant's intent-to-use such trademark unless and until evidence of use of such trademark has been filed with and duly accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et sq.) (but only until such evidence of use is filed with and accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests 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. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Authorization to Supplement. Subject to the terms of this Trademark Security Agreement, each Grantor hereby authorizes the Administrative Agent to modify this Trademark Security Agreement by amending Schedule 1 to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule 1.

Section 5. Counterparts. Any number of counterparts of this Trademark Security Agreement, including facsimiles and other electronic copies, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement. This Trademark Security Agreement may be transmitted and signed and delivered by facsimile or other electronic means. The effectiveness of any such documents and signatures shall have the same force and effect as manually signed originals and shall be binding on all parties.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF THE LOAN AGREEMENT (“JURISDICTION; VENUE; SERVICE OF PROCESS; JURY TRIAL WAIVER; JUDICIAL FORECLOSURE AND OTHER ACTIONS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN.

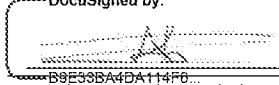
Section 8. Miscellaneous. The terms and provisions Sections 8.1, 8.2, 8.4, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Severability”; “Section Headings”; “Integration”) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement mutatis mutandis as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

Section 9. RECORDATION. THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

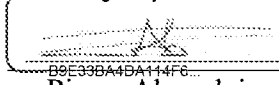
UPANAWAY, LLC, as Grantor

DocuSigned by:

By: _____
Name: Pierre Abousleiman
Title: Co-Chief Executive Officer

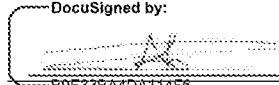
PEBBLE NATURSUTTEN LLC, as Grantor

By: PEBBLE NATURSUTTEN HOLDCO LLC, its
Sole Member

By: MONOLITH BRANDS, LLC, its Sole Member

DocuSigned by:

By: _____
Name: Pierre Abousleiman
Title: Co-Chief Executive Officer

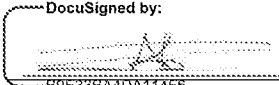
SUGARLOAF HB OPCO, LLC, as Grantor

DocuSigned by:

By: _____
Name: Pierre Abousleiman
Title: Co-Chief Executive Officer

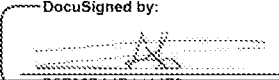
HAJAR MIMIJUMI LLC, as Grantor

By: HAJAR MIMIJUMI HOLDCO LLC, its Sole
Member

By: MONOLITH BRANDS, LLC, its Sole Member

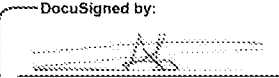
DocuSigned by:

By: _____
Name: Pierre Abousleiman
Title: Co-Chief Executive Officer

OBELISK RE-PLAY OPCO, LLC, as Grantor

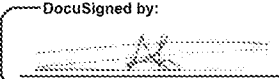
DocuSigned by:
By: 
Name: Pierre Abousleiman
Title: Co-Chief Executive Officer

BOB STONE, LLC, as Grantor

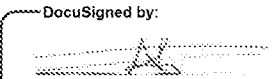
By: BOB STONE HOLDCO, LLC, its Sole Member
By: MONOLITH BRANDS, LLC, its Sole Member

DocuSigned by:
By: 
Name: Pierre Abousleiman
Title: Co-Chief Executive Officer


**GIBRALTAR LITTLE GIRAFFE OPCO, LLC,
as Grantor**

DocuSigned by:
By: 
Name: Pierre Abousleiman
Title: Co-Chief Executive Officer

**SLEEPING BABY ROCKY MCROCKFACE,
LLC, as Grantor**

DocuSigned by:
By: 
Name: Pierre Abousleiman
Title: Co-Chief Executive Officer

HAYFIN SERVICES LLP, as Collateral Agent

By:  _____

Name: Stephen Bourne

Title: Designated Member

[Signature Page to Trademark Security Agreement]

RECORDED: 04/27/2022

**TRADEMARK
REEL: 007704 FRAME: 0553**