

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM734677

<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>
Thumbies, LLC		06/14/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital LLC, as Administrative Agent		
<b>Street Address:</b>	100 South Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86972663	PHOENIX COLLECTION	
<b>Serial Number:</b>	86675835	PRINT VAULT	
<b>Serial Number:</b>	86675808	IDENTITY SUITE	
<b>Serial Number:</b>	85885783	NOBLE BRONZE	
<b>Serial Number:</b>	87488850	THUMBIES ORGANICS	
<b>Serial Number:</b>	87952892	THUMBIES	
<b>Serial Number:</b>	88070961	THUMBIES	
<b>Serial Number:</b>	86675864	BUDDIES PET KEEPSAKES	
<b>Serial Number:</b>	86675879	MEADOW HILL	
<b>Serial Number:</b>	86675856	LAST TOUCH	
<b>Serial Number:</b>	97232119	FAMILY TIES	
<b>Serial Number:</b>	97333576	THUMBUDDIE	
<b>Serial Number:</b>	97315076	TRUE NORTH	
<b>Serial Number:</b>	97351660	CHARMIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>			

CH \$365.00 86972663

**Phone:** 312-577-8438  
**Email:** raquel.haleem@katten.com  
**Correspondent Name:** Raquel Haleem c/o Katten Muchin Rosenman  
**Address Line 1:** 525 West Monroe Street  
**Address Line 4:** Chicago, ILLINOIS 60661

**NAME OF SUBMITTER:** Raquel Haleem

**SIGNATURE:** /Raquel Haleem/

**DATE SIGNED:** 06/14/2022

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 14, 2022, is between THUMBIES, LLC, a Delaware limited liability company (the “Grantor”), in favor of GOLUB CAPITAL LLC, a Delaware limited liability company, as administrative agent (in such capacity, the “Grantee”), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

### RECITALS

WHEREAS, Grantor owns the Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has joined that certain Credit Agreement, dated as of December 28, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Messenger, LLC, a Delaware limited liability company, as a Borrower and as Borrower Representative, the other Borrowers party thereto from time to time, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time, and Grantee, pursuant to which, among other things, Grantor has become obligated in respect of the Obligations; and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of December 28, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, including by that certain Joinder Agreement made by Grantor in favor of Grantee dated the date hereof, the “Security Agreement”), by and among Grantor, Grantee, and the other Persons party thereto as “Grantors” thereunder, Grantor has granted to Grantee, for the benefit of itself and the other Secured Parties, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in and to all now owned or existing and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the payment of the Obligations, a continuing security interest in all of Grantor’s right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by Grantor (excluding any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)), including, without limitation, the Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto;
- (2) all renewals and extensions of the foregoing;
- (3) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(4) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 annexed hereto.

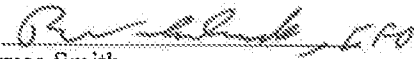
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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

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

THUMBIES, LLC,  
a Delaware limited liability company

By:   
Name: Bruce Smith  
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

TRADEMARK  
REEL: 007752 FRAME: 0324

Acknowledged:

**GOLUB CAPITAL LLC,**  
as Administrative Agent

By: 

Name: Marc C. Robinson

Title: Senior Managing Director

**Schedule 1 to Trademark Security Agreement**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
Phoenix Collection	86/972,663	4/12/2016	5,282, 126	9/5/22 to 9/5/23
Print Vault	86/675,835	6/26/2015	5,266,507	8/15/22 to 8/15/23
Identity Suite	86/675,808	6/26/2015	5,266,506	8/15/22 to 8/15/23
Noble Bronze	85/885,783	3/25/2013	5,396,612	2/6/23 to 2/6/24
Thumbies Organics	87/488,850	6/14/2017	5,664,123	1/29/24 to 1/29/25
Thumbies	87/952,892	6/7/2018	5,824,306	8/6/24-8/6/25
Thumbies Logo	88/070,961	8/8/2018	6,008, 736	3/10/25-3/10/26
Buddies Pet Keepsakes	86/675,864	6/26/2015	5,691,991	3/5/24 to 3/5/25
Meadow Hill	86/675,879	6/26/2015	5,307,019	10/10/22-10/10/23
Last Touch	86/675,856	6/26/2015	5,266,508	8/15/22 to 8/15/23
Family Ties	97/232,119	1/21/2022	[pending]	[pending]
Thumbuddie	97/333,576	3/28/2022	[pending]	[pending]
True North	97/315,076	3/16/2022	[pending]	[pending]
Charmies	97/351660	4/7/2022	[pending]	[pending]