

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744879

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YANKEE TOYBOX ACQUISITION COMPANY, LLC		07/28/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTMOUNT GROUP LLC		
Street Address:	900 Third Ave, Suite 1403		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6445430	YANKEE TOYBOX	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	6175232700		
Email:	Andrew.Jaworski@hklaw.com,susan.dinicola@hklaw.com,Kyle.Turnbull@hklaw.c		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Andrew Jaworski		
SIGNATURE:	/Andrew J. Jaworski/		
DATE SIGNED:	08/01/2022		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 28, 2022, is entered into by YANKEE TOYBOX ACQUISITION COMPANY, LLC, a Delaware limited liability company (the “Grantor”), in favor of WESTMOUNT GROUP LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, together with its successors and assigns, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of February 28, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “GCA”), 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 GCA and used herein have the meaning given to them in the GCA.

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 on all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- A. all Trademarks and Trademark Licenses of the Grantor listed on Schedule I attached hereto;
- B. all goodwill associated with such Trademarks and Trademark Licenses;
- C. all Proceeds of any and all of the foregoing; and
- D. all rights to sue for past, present or future infringements and other violations thereof.

Notwithstanding anything to the contrary contained in clauses A, B, C and D above, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Assets.

SECTION 3. Guarantee and Collateral 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 GCA 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 and Trademark Licenses made and granted hereby are more fully set forth in the GCA, 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 is deemed to conflict with the GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. This Trademark Security Agreement and the security interests granted hereby shall immediately and automatically terminate as set forth in the Credit 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.

SECTION 6. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5 1401 AND 5 1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

[signature page follows]

IN WITNESS WHEREOF, the 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,

**YANKEE TOYBOX ACQUISITION COMPANY,
LLC**

DocuSigned by:
Justin Sirpilla
By: _____
Name: Justin Sirpilla
Title: President

Accepted and Agreed:

WESTMOUNT GROUP LLC,
as Collateral Agent

DocuSigned by:
Marc Helwani
By: _____
Name: Marc Helwani
Title: Managing Member

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Yankee Toybox Acquisition Company, LLC	6,445,430	YANKEE TOYBOX (service mark & design)

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK

Trademark Licenses: