

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754703

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MacKenzie-Childs Aurora LLC		09/02/2022	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC		
Street Address:	111 S Wacker Drive, 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	3630539	COURTLY CHECK	
Registration Number:	4417322	COURTLY CHECK	
Registration Number:	4602137	COURTLY CHECK	
Registration Number:	4417323	COURTLY CHECK	
Registration Number:	3730559		
Registration Number:	4379187	FLOWER MARKET	
Registration Number:	4215864	MACKENZIE-CHILDS	
Registration Number:	5649308	MACKENZIE-CHILDS	
Registration Number:	4339118	MACKENZIE-CHILDS	
Registration Number:	4610081	MACKENZIE-CHILDS	
Registration Number:	5814711	MACKENZIE-CHILDS GLOW	
Registration Number:	6365320	MACKENZIE-CHILDS GLOW HOME APOTHECARY	
Registration Number:	4383247	PARCHMENT CHECK	
Registration Number:	4610392	PARCHMENT CHECK	
Registration Number:	6672498	PATIENCE BREWSTER BY MACKENZIE-CHILDS	
Registration Number:	6049781	PATIENCE BREWSTER BY MACKENZIE-CHILDS	
Registration Number:	6310891	PATIENCE BREWSTER BY MACKENZIE-CHILDS	
Registration Number:	6494495	PATIENCE BREWSTER BY MACKENZIE-CHILDS	
Registration Number:	6493756	PB MC	

CH \$740.00 3630539

Property Type	Number	Word Mark
Registration Number:	6103790	PB MC
Registration Number:	6310892	PB MC
Registration Number:	6191747	ROYAL CHECK
Registration Number:	6008346	THE ENTERTAINING KITCHEN
Registration Number:	5717937	THE ENTERTAINING KITCHEN
Registration Number:	4610080	
Registration Number:	2943642	
Registration Number:	5577167	TRULYMC
Registration Number:	4368138	UNDERPINNINGS
Serial Number:	90512793	STERLING CHECK

CORRESPONDENCE DATA

Fax Number: 3107884471

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: 3107884449

Email: laetitia.george@katten.com

Correspondent Name: Laetitia George c/o Katten Muchin

Address Line 1: 2029 Century Park East, Suite 2600

Address Line 4: Los Angeles, CALIFORNIA 90067-3012

NAME OF SUBMITTER:	Laetitia George
SIGNATURE:	/Laetitia George/
DATE SIGNED:	09/12/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of September 2, 2022, by MacKenzie-Childs Aurora LLC, a New York limited liability company (“**Grantor**”), in favor of Twin Brook Capital Partners, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, the Borrowers party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated September 2, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 2, 2022, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire 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 now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.


3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor’s “intent to use” such trademarks or service marks unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MACKENZIE-CHILDS AURORA LLC, a
New York limited liability company

By: 
Name: John J. Lingg
Title: President

Agreed and accepted as of
the date first written above:

**TWIN BROOK CAPITAL PARTNERS,
LLC, as Agent**

By: 
Kimberly Trick (Aug 31, 2022 22:13 CDT)
Name: Kimberly Trick
Title: Managing Director

SCHEDULE A

Trademark Registrations

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Recorded Owner
COURTLY CHECK	77/592,501	10/14/2008	3,630,539	6/2/2009	MacKenzie-Childs Aurora LLC
COURTLY CHECK	85/789,720	11/28/2012	4,417,322	10/15/2013	MacKenzie-Childs Aurora LLC
COURTLY CHECK	85/789,724	11/28/2012	4,602,137	9/9/2014	MacKenzie-Childs Aurora LLC
COURTLY CHECK	85/789,730	11/28/2012	4,417,323	10/15/2013	MacKenzie-Childs Aurora LLC
Courtly Check Pattern	77/592,504	10/14/2008	3,730,559	12/29/2009	MacKenzie-Childs Aurora LLC
FLOWER MARKET	85/788,263	11/27/2012	4,379,187	8/6/2913	MacKenzie-Childs Aurora LLC
MACKENZIE-CHILDS	78/286,054	8/12/2003	4,215,864	10/2/2012	MacKenzie-Childs Aurora LLC
MACKENZIE-CHILDS	88/027,762	7/6/2018	5,649,308	1/8/2019	MacKenzie-Childs Aurora LLC
MACKENZIE-CHILDS (and Dog Bone Design)	85/136,458	9/23/2010	4,339,118	5/21/2013	MacKenzie-Childs Aurora LLC
MACKENZIE-CHILDS (and Thistle Design)	85/363,886	7/6/2011	4,610,081	9/23/2014	MacKenzie-Childs Aurora LLC
MACKENZIE-CHILDS GLOW	87/932,677	5/23/2018	5,814,711	7/23/2019	MacKenzie-Childs Aurora LLC
MACKENZIE-CHILDS GLOW HOME APOTHECARY	88/671,916	10/29/2019	6,365,320	5/25/2021	MacKenzie-Childs Aurora LLC

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Recorded Owner
PARCHMENT CHECK	85/788,254	11/27/2012	4,383,247	8/13/2013	MacKenzie-Childs Aurora LLC
PARCHMENT CHECK	85/788,259	11/27/2012	4,610,392	9/23/2014	MacKenzie-Childs Aurora LLC
PATIENCE BREWSTER BY MACKENZIE-CHILDS (and Design)	88/238,561	12/21/2018	6,672,498	3/15/2022	MacKenzie-Childs Aurora LLC
PATIENCE BREWSTER BY MACKENZIE-CHILDS (and Design)	88/976,949	12/21/2018	6,049,781	5/5/2020	MacKenzie-Childs Aurora LLC
PATIENCE BREWSTER BY MACKENZIE-CHILDS (and Design)	88/980,673	12/21/2018	6,310,891	3/30/2021	MacKenzie-Childs Aurora LLC
PATIENCE BREWSTER BY MACKENZIE-CHILDS (and Design)	88/982,611	12/21/2018	6,494,495	9/21/2021	MacKenzie-Childs Aurora LLC
PB MC (and Design)	88/238,564	12/21/2018	6,493,756	9/21/2021	MacKenzie-Childs Aurora LLC
PB MC (and Design)	88/976,946	12/21/2018	6,103,790	7/14/2020	MacKenzie-Childs Aurora LLC
PB MC (and Design)	88/980,674	12/21/2018	6,310,892	3/30/2021	MacKenzie-Childs Aurora LLC
ROYAL CHECK	88/130,270	9/25/2018	6,191,747	11/3/2020	MacKenzie-Childs Aurora LLC
STERLING CHECK	90/512,793	2/5/2021			MacKenzie-Childs Aurora LLC
THE ENTERTAINING KITCHEN	87/556,838	8/4/2017	6,008,346	3/10/2020	MacKenzie-Childs Aurora LLC

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Recorded Owner
THE ENTERTAINING KITCHEN	87/979,784	8/4/2017	5,717,937	4/2/2019	MacKenzie-Childs Aurora LLC
Thistle Design	85/363,883	7/6/2011	4,610,080	9/23/2014	MacKenzie-Childs Aurora LLC
Thistle Design	78/286,106	8/12/2003	2,943,642	4/26/2005	MacKenzie-Childs Aurora LLC
TRULYMC	87/641,152	10/11/2017	5,577,167	10/2/2018	MacKenzie-Childs Aurora LLC
UNDERPINNINGS	85/788,258	11/27/2012	4,368,138	7/16/2013	MacKenzie-Childs Aurora LLC

Trademark Applications

None