

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIONO, L.L.C.		10/25/2022	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Aldine Capital Fund II, L.P.		
Street Address:	444 West Lake Street, Suite 4550		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
Name:	STAR MOUNTAIN DIVERSIFIED SMALL BUSINESS ACCESS FUND II, LP		
Street Address:	140 E 45th St 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
Name:	STAR MOUNTAIN - PA SMALL BUSINESS COINVESTMENT PLATFORM, LP		
Street Address:	140 E 45th St 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
Name:	STAR MOUNTAIN - PA HOLDINGS I, LTD.		
Street Address:	140 E 45th St 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			

CH \$90.00 6230479

Property Type	Number	Word Mark
Registration Number:	6230479	THE ORIGINAL 3 ACROSS ALL-IN-ONE CAR SEA
Serial Number:	97541356	3QXT
Serial Number:	97541272	3R

CORRESPONDENCE DATA

Fax Number:

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.

Email: tmadmin@reinhartlaw.com

Correspondent Name: Daniel E. Kattman

Address Line 1: 1000 N. Water Street

Address Line 2: Suite 1700

Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Heidi R. Thole
SIGNATURE:	/hrt/
DATE SIGNED:	11/01/2022

Total Attachments: 6

source=Trademark security agreement (aldine - diono) signed#page1.tif

source=Trademark security agreement (aldine - diono) signed#page2.tif

source=Trademark security agreement (aldine - diono) signed#page3.tif

source=Trademark security agreement (aldine - diono) signed#page4.tif

source=Trademark security agreement (aldine - diono) signed#page5.tif

source=Trademark security agreement (aldine - diono) signed#page6.tif

THIS AGREEMENT AND THE INDEBTEDNESS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT") DATED AS OF MAY 6, 2015 AMONG DIONO INVESTMENTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY DIONO, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY, THE OTHER DEBTORS THAT ARE PARTIES THERETO FROM TIME TO TIME, ALDINE CAPITAL FUND II, L.P. (AS A HOLDER OF A NOTE AND AS AGENT FOR ALL HOLDERS OF NOTES), STAR MOUNTAIN DIVERSIFIED SMALL BUSINESS ACCESS FUND II, LP, STAR MOUNTAIN – PA SMALL BUSINESS CO-INVESTMENT PLATFORM, LP, STAR MOUNTAIN – PA HOLDINGS I, LTD. AND CIBC BANK USA (FORMERLY KNOWN AS THE PRIVATEBANK AND TRUST COMPANY), AS SENIOR LENDER, AND EACH PARTY TO THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 25, 2022, is made by and between DIONO, L.L.C., a Washington limited liability company ("Grantor"), in favor of Aldine Capital Fund II, L.P., a Delaware limited partnership ("Aldine"), STAR MOUNTAIN DIVERSIFIED SMALL BUSINESS ACCESS FUND II, LP ("Star Mountain"), STAR MOUNTAIN – PA SMALL BUSINESS COINVESTMENT PLATFORM, LP ("Star Mountain – PA"), STAR MOUNTAIN – PA HOLDINGS I, LTD. ("Star Mountain-Holdings"), and each of the other holders of Notes that becomes a party to the Note Purchase Agreement (as defined below) in accordance with the terms thereof (Aldine, Star Mountain, Star Mountain-PA and such other holders sometimes are referred to herein collectively as "Purchasers", and each individually as a "Purchaser").:

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of May 6, 2015 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") and certain other Note Documents (as defined in the Note Purchase Agreement (collectively, with the Note Purchase Agreement, and as each may be amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreements"), among the Grantor, certain affiliates of Grantor and Purchasers, the Purchasers have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Financing Agreements, Grantor granted to Purchasers a security interest in certain of Grantor's assets, including, without limitation, its trademarks and trademark applications;

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:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Note Purchase Agreement.

Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Purchasers, and grants to the Purchasers a Lien on and security interest in, all

of its right, title and interest in, to and under the following Collateral of Grantor (the Trademark Collateral):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Purchasers pursuant to the Financing Agreements and Grantor hereby acknowledges and agrees that the rights and remedies of the Purchasers with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Financing Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

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

DIONO, L.L.C.

By 

Name: Tim Maule


Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

ALDINE CAPITAL FUND II, L.P.

By: ALDINE GP II, LLC, its General Partner

By: ALDINE CAPITAL PARTNERS, INC., its Manager

By: 
Name: Steve Groya
Title: Vice President

STAR MOUNTAIN DIVERSIFIED
SMALL BUSINESS ACCESS FUND II, LP

By: _____
Name: Brett A. Hickey
Title: Authorized Signatory

STAR MOUNTAIN - PA SMALL BUSINESS
CO-INVESTMENT PLATFORM, LP

By: _____
Name: Brett A. Hickey
Title: Authorized Signatory

STAR MOUNTAIN - PA HOLDINGS I, LTD.

By: _____
Name: Brett A. Hickey
Title: Authorized Signatory

ACCEPTED AND AGREED
as of the date first above written:

ALDINE CAPITAL FUND II, L.P.

By: ALDINE GP II, LLC, its General Partner

By: ALDINE CAPITAL PARTNERS, INC., its Manager

By: _____
Name: Steve Groya
Title: Vice President

STAR MOUNTAIN DIVERSIFIED
SMALL BUSINESS ACCESS FUND II, LP

By:  _____
Name: Brett A. Hickey
Title: Authorized Signatory

STAR MOUNTAIN - PA SMALL BUSINESS
CO-INVESTMENT PLATFORM, LP

By:  _____
Name: Brett A. Hickey
Title: Authorized Signatory

STAR MOUNTAIN - PA HOLDINGS I, LTD.

By:  _____
Name: Brett A. Hickey
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

U.S. Registration No.	Trademark
6,230,479	The Original 3 Across All-in-One Car Seat

2. TRADEMARK APPLICATIONS

Application No.	Trademark
97541356	3QXT
97541272	3R

3. IP LICENSES

None.