

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kids2 BD, LLC		01/05/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1100 Abernathy Road		
Internal Address:	Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Association: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6342338	BABY DREAM MACHINE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Results-UCCTeam6@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125 #90720909TF		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Brenan E. Ahern		
SIGNATURE:	/Brendan E. Ahern/		
DATE SIGNED:	01/06/2023		
Total Attachments: 7			
source=Trademark Security Agreement - Kids 2 BD Joinder - Executed (WF_Project Abacus) (2)#page1.tif			
source=Trademark Security Agreement - Kids 2 BD Joinder - Executed (WF_Project Abacus) (2)#page2.tif			
source=Trademark Security Agreement - Kids 2 BD Joinder - Executed (WF_Project Abacus) (2)#page3.tif			

OP \$40.00 6342338

source=Trademark Security Agreement - Kids 2 BD Joinder - Executed (WF_Project Abacus) (2)#page4.tif
source=Trademark Security Agreement - Kids 2 BD Joinder - Executed (WF_Project Abacus) (2)#page5.tif
source=Trademark Security Agreement - Kids 2 BD Joinder - Executed (WF_Project Abacus) (2)#page6.tif
source=Trademark Security Agreement - Kids 2 BD Joinder - Executed (WF_Project Abacus) (2)#page7.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Kids2 BD, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company _____

Citizenship (see guidelines) DE

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 1/5/2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Street Address: 1100 Abernathy Road, Suite 1600

City: Atlanta

State: GA

Country: USA Zip: 30305

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Attached Schedule I

See Attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Brendan E. Ahern

Internal Address: Otterbourg PC

Street Address: 230 Park Ave

City: New York

State: NY Zip: 10169

Phone Number: 12129053612

Docket Number: _____

Email Address: bahern@otterbourg.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: _____ /s/ Brendan E. Ahern

1/5/2023

Signature

Date

Brendan E. Ahern

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 5th day of January, 2023, by and between the Grantor listed on the signature pages hereof (the “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 22, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Kids2 Holding LLC, a Delaware limited liability company (“Parent”), Kids2, Inc., a Georgia corporation (“Kids2”), the Subsidiaries of Parent identified on the signature pages thereof as “Borrowers”, and those additional entities that become parties thereto as Borrowers in accordance with the terms thereof by executing the form of Joinder attached thereto as Exhibit J-1 (together with New Borrower, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the Subsidiaries of Parent identified on the signature pages thereof as “Guarantors”, and those additional entities that become parties thereto as Guarantors in accordance with the terms thereof by executing the form of Joinder attached thereto as Exhibit J-1 (together with Parent, each, a “Guarantor” and individually and collectively, jointly and severally, the “Guarantors”), the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a “Lender” and, collectively, the “Lenders”), and Wells Fargo Bank, National Association, a national banking association (“Wells Fargo”), as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity “Agent”) and, in its capacity as Hong Kong security trustee, UK security trustee and Australian security trustee, and Wells Fargo as sole lead arranger and bookrunner (in such capacity, together with its successors and assigns in such capacity, the “Lead Arranger”), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain US Guaranty and Security Agreement, dated as of June 22, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement.

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

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set

forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall constitute but one and the same Trademark Security Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Any party delivering an executed counterpart of this Trademark Security Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.

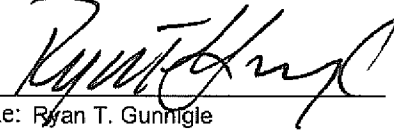
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

KIDS2 BD, LLC

By: 
Name: Ryan T. Gunzle
Title: President


AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

By:

Name:


ZACHARY S. BUCHANAN
Its Authorized Signatory

[Signature Page to Trademark Security Agreement – Kids2 BD (Project Abacus)]

TRADEMARK
REEL: 007940 FRAME: 0109

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

See attached.

Trademarks							
Country	Mark	Class	Goods / Services	App. No.	Reg. Date	Reg. No.	Status
Australia	BABY DREAM MACHINE	3, 10	Aromatherapy oils, essential oils for aromatherapy/ Electronic apparatus for promoting relaxation and sleep; therapeutic white noise machines; sensory light therapy units	2200252	8/5/2021	2200252	Registered
Canada	BABY DREAM MACHINE	3, 10, 11	Aromatherapy oils, essential oils for aromatherapy; Sleep aid devices, namely apparatus for inducing sleep by emitting sounds, aroma orlights; therapeutic white noise machiens; sensory light therapy units; humidifiers	2090089			Pending
EU	BABY DREAM MACHINE	3, 10	Aromatherapy oils, essential oils for aromatherapy; sleep aid devices, namely apparatus for inducing sleep by emitting sound, aroma, or light; therapeutic white noise machines; sensory light therapy units	018511482	7/12/2021	18511482	Registered
United States	BABY DREAM MACHINE	21	Devices for helping babies and children fall asleep consisting of aromatherapy diffusers, sounds amplifiers, and lights	88503512	5/4/2021	6342338	Registered
United Kingdom	BABY DREAM MACHINE	3	Aromoatherapy oils, essnetial oils for aromatherapy	UK00003699087			Pending