

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787740

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEW SPS CROSSFOLDS, LLC		01/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SJC DLF III-Q, LLC		
Street Address:	1700 EAST PUTNAM AVENUE, SUITE 207		
Internal Address:	C/O CZECH ASSET MANAGEMENT L.P.		
City:	OLD GREENWICH		
State/Country:	CONNECTICUT		
Postal Code:	06870		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	76168450	OXYDOL	
Serial Number:	76247682	HUSHABLES	
Serial Number:	86979543	BLOOM BABY	
Serial Number:	86979544	BLOOM BABY	
Serial Number:	87263459	BLACKBLEACH	
Serial Number:	78598957	BREEZY	
Serial Number:	77009333	BREEZE	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	016548-0007		

CH \$190.00 76168450

NAME OF SUBMITTER:	Scott Kareff (016548-0007)
SIGNATURE:	/EC FOR SK/
DATE SIGNED:	02/17/2023
Total Attachments: 5 source=RL - Trademark Security Agreement (9th Amendment) -- Signed#page1.tif source=RL - Trademark Security Agreement (9th Amendment) -- Signed#page2.tif source=RL - Trademark Security Agreement (9th Amendment) -- Signed#page3.tif source=RL - Trademark Security Agreement (9th Amendment) -- Signed#page4.tif source=RL - Trademark Security Agreement (9th Amendment) -- Signed#page5.tif	

GRANT OF SECURITY INTEREST - - TRADEMARKS

WHEREAS, New SPS Crossfolds, LLC, a Delaware limited liability company (the "Assignor"), holds all right, title and interest in and to the trademarks and service marks, and the registrations and applications for registrations thereof, listed on the attached Schedule A, together with all common law rights therein and the associated goodwill and the right to sue for, recover damages and relief for, settle, or release any past, present and future infringements and misappropriations thereof (collectively, the "Trademarks"). This Grant of Security Interest – Trademarks is made as of January 1, 2023, by the Assignor, in favor of SJC DLF III-Q, LLC as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of August 16, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of the Assignee; and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignors in, to and under the Trademarks, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. This Grant of Security Interest -- Trademarks shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Assignor has caused this Grant of Security Interest -- Trademarks to be duly executed by the officer thereunto duly authorized as of the date first above written.

NEW SPS CROSSFOLDS, LLC

By: _____



Name: Ernesto Levy

Title: ceo

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SCHEDULE A TO GRANT OF SECURITY INTEREST -- TRADEMARKS

Trademarks and Trademark Applications

Holder	Title/Litera l Element	Status	IP Office	Applicatio n Number	Filing Date	Issue Date	Class Numbers
New SPS Crossfolds, LLC	Bloom Baby	Applicatio n	Mexico (IMPI)	1815697	11/1/2016	-	3, 5
New SPS Crossfolds, LLC	Nueva Tela	Applicatio n	Mexico (IMPI)	1418165	10/1/2013	-	5
New SPS Crossfolds, LLC	Oxydol	Registered and Renewed	United States (USPT O)	76168450	11/20/2000	1/8/2002	3
New SPS Crossfolds, LLC	Iron Ease	Registered (1991 - 2020)	Mexico (IMPI)	1257450	3/13/2012	7/20/2012	5
New SPS Crossfolds, LLC	Soft Cream	Registered (1991 - 2020)	Mexico (IMPI)	1257449	3/13/2012	7/20/2012	3

New SPS Crossfolds, LLC	Hushables	Registered and Renewed	United States (USPTO)	76247682	4/23/2001	6/25/2002	3
New SPS Crossfolds, LLC	Bloom Baby	Registered - Principal	United States (USPTO)	86979543	2/17/2015	8/30/2016	3
New SPS Crossfolds, LLC	Bloom Baby	Registered - Principal	United States (USPTO)	86979544	3/31/2015	9/6/2016	3
New SPS Crossfolds, LLC	Oxydol	Registered (1991 - 2020)	Mexico (IMPI)	172468	7/8/1993	10/4/1995	3
New SPS Crossfolds, LLC	BlackBleach	Registered - Principal	United States (USPTO)	87263459	12/9/2016	4/23/2019	2
New SPS Crossfolds, LLC	Breezy	Registered and Renewed	United States (USPTO)	78598957	3/31/2005	8/22/2006	3
New SPS Crossfolds, LLC	Bloom Baby	Registered (1991 - 2020)	Mexico (IMPI)	1815695	11/1/2016	9/3/2017	3

New SPS Crossfolds, LLC	Bloom Baby Word & Device	Registered	China (SAIC)	21288970	9/13/2016	11/14/2017	3, 5
New SPS Crossfolds, LLC	Bloom Baby Word in Local Script	Registered	China (SAIC)	21288971	9/13/2016	11/14/2017	3, 5
New SPS Crossfolds, LLC	Bloom Baby Word - Block Letters	Registered	China (SAIC)	21288973 A	9/13/2016	12/7/2017	3
New SPS Crossfolds, LLC	Bloom Baby Word & Device	Registered	China (SAIC)	21288972	9/13/2016	11/7/2018	3
New SPS Crossfolds, LLC	Breeze	Registered and Renewed	United States (USPTO)	77009333	9/28/2006	5/5/2009	3
New SPS Crossfolds, LLC	Oxydol	Registered	Canada (CIPPO)	183032	9/14/1943	9/14/1943	3