

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794608

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MADHAPPY, INC.		03/14/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	333 South Grand Avenue		
Internal Address:	14th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	6906356	MADHAPPY TREAT YOURSELF LIKE SOMEONE YOU	
Serial Number:	97583421	MADHAPPY FEEL TOGETHER	
Serial Number:	97382614	MADHAPPY COZY PUFFER	
Serial Number:	97382601	MADHAPPY FUZZY KNITS	
Serial Number:	97266092	MADHAPPY FOUNDATION	
Serial Number:	97104940	MADHAPPY	
Registration Number:	6741131	MADHAPPY	
Registration Number:	6714249	MADHAPPY	
Registration Number:	6164085	MADHAPPY	
Registration Number:	6152614	MADHAPPY	
Registration Number:	5433566	MADHAPPY	
Registration Number:	5807470	MADHAPPY.	
Registration Number:	4660745	MADHAPPY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	614-280-3550		

OP \$340.00 6906356

Email: lexis.wingo@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Samantha Alfano

SIGNATURE: /Samantha Alfano/

DATE SIGNED: 03/15/2023

Total Attachments: 7

source=IP trademark#page1.tif

source=IP trademark#page2.tif

source=IP trademark#page3.tif

source=IP trademark#page4.tif

source=IP trademark#page5.tif

source=IP trademark#page6.tif

source=IP trademark#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of March 14, 2023, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Secured Party", as hereinafter further defined).

W I T N E S S E T H:

WHEREAS, Secured Party has agreed to make certain financial accommodations available to Grantors from time to time pursuant to the terms and conditions of the Credit Agreement, dated of even date herewith, by and among Secured Party, Grantors and certain affiliates of Grantors (as the same may be modified, amended, supplemented or restated from time to time, the "Credit Agreement");

WHEREAS, the Secured Party is willing to make the financial accommodations to Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors and certain affiliates of Grantors shall have executed and delivered to Secured Party, the Security Agreement, dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Secured Party this Trademark 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, each 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 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 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*. "Secured Party" means Wells Fargo Bank, National Association, individually, and whether as Lender, the issuer or confirming bank with respect to any Letter of Credit, provider of Bank Products or otherwise and in its capacity as agent for any affiliate of Wells Fargo Bank, National Association that is at any time owed any Bank Product Obligations, which affiliates shall be deemed hereby to have appointed Wells Fargo Bank, National Association as agent for purposes of the security interests granted hereunder.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns as collateral, and pledges to Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such 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 such 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;

provided that notwithstanding anything contained in this Agreement to the contrary, the term "Trademark Collateral" shall not include any Excluded Property.

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 that constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Secured Party, but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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 Secured Party'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, when taken together, shall constitute but one and the same agreement. 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, when 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, state enactments of the Uniform Electronic Transactions Act, 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. Secured Party reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. 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, ETC. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, FORUM NON CONVENIENS, WAIVER OF JURY TRIAL, SUBMISSION TO JURISDICTION AND WAIVER OF CLAIMS SET FORTH IN SECTION 8 OF THE 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:

MADHAPPY, INC.

By: *Reiman*
Name: Reiman Reif
Title: CEO

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 008003 FRAME: 0842

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:

MADHAPPY, INC.

By: _____

Name: _____

Title: _____

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 

Name: Kevin M. Sullivan, EVP

Title: Executive Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead	
1	97591155	6908356	MADHAPPY TREAT YOURSELF LIKE SOMEONE YOU LOVE	TSDR	LIVE
2	97583421		MADHAPPY FEEL TOGETHER	TSDR	LIVE
3	97392614		MADHAPPY COZY PUFFER	TSDR	LIVE
4	97382601		MADHAPPY FUZZY KNITS	TSDR	LIVE
5	97266092		MADHAPPY FOUNDATION	TSDR	LIVE
6	97104940		MADHAPPY	TSDR	LIVE
7	90575918	6741131	MADHAPPY	TSDR	LIVE
8	90321859	6714249	MADHAPPY	TSDR	LIVE
9	89845819	6164885	MADHAPPY	TSDR	LIVE
10	88818506	5152614	MADHAPPY	TSDR	LIVE
11	87650529	5433568	MADHAPPY	TSDR	LIVE
12	87574558	5807470	MADHAPPY.	TSDR	LIVE
13	86081632	4860745	MADHAPPY	TSDR	LIVE

Trademark Licenses

[None.]