

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Me & My Big Ideas, LLC		06/20/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank, as Agent		
Street Address:	39200 Six Mile road		
Internal Address:	National Documentation Services, MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	A Texas Banking Association: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	7001658	HAPPY BRANDS	
Registration Number:	6480184	HAPPY PLANNER	
Registration Number:	6761340	HAPPY STICKERS	
Registration Number:	6993024	ORGANIZED BY HAPPY PLANNER	
Registration Number:	6480185	THE HAPPY PLANNER	
Registration Number:	6997412	WORK + LIFE BY HAPPY PLANNER	
Registration Number:	6451884		
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	2489251921		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Jennifer M. Hetu		
Address Line 1:	201 South Division Street, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Jennifer M. Hetu		
SIGNATURE:	/jmh/		

OP \$190.00 7001658

DATE SIGNED:	07/03/2023
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of June 20, 2023 between the undersigned (the “Debtor”) and Comerica Bank, as Agent for the Lenders (as defined below) (“Secured Party”).

WITNESSETH

A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the “Credit Agreement”) by and among MPP THP Acquisition, LLC, a Delaware limited liability company and, following the consummation of the MAMBI Acquisition, me & my BIG ideas, LLC, a Delaware limited liability company, the financial institutions from time to time signatory thereto (individually a “Lender”, and any and all such financial institutions collectively the “Lenders”) and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower (as defined in the Credit Agreement), individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the “Security Agreement”); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, the Debtor does hereby grant to the Secured Party a security interest in all of the following property of the Debtor (the “Trademark Collateral”), whether now owned or hereafter acquired or existing:

(a) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 such intent-to-use trademark application under applicable federal law), and any renewals thereof, including, without limitation, each registration and application identified on **Schedule 1.1** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (c) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(b) all renewals of any of the items described in clause (a);

(c) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark or Trademark registration referred to in **Schedule 1.1** attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 13.10 of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the

terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

ME & MY BIG IDEAS, LLC

By:

A handwritten signature in black ink, appearing to read 'Thomas A. Shaw', written over a horizontal line.

Name: Thomas A. Shaw

Its: Chief Executive Officer

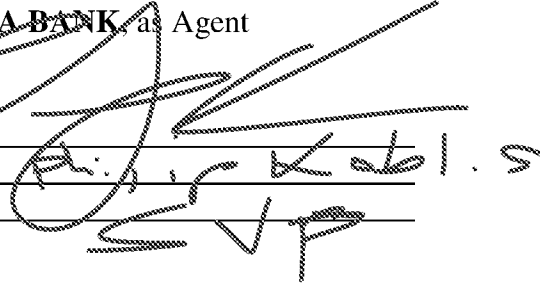
SECURED PARTY:

~~COMERICA BANK~~, as Agent

By: _____

Name: _____

Title: _____



A large, stylized handwritten signature is written over the signature line. Below the signature line, the initials "A. S. Kabl. S" are written. Below the name line, the initials "SVP" are written.

SCHEDULE 1.1

TRADEMARK COLLATERAL

U.S. TRADEMARKS

me & my BIG ideas, LLC (a Delaware limited liability company)

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
<u>HAPPY BRANDS</u>	90814073	July 6, 2021	7001658	March 14, 2023
<u>HAPPY PLANNER</u>	90011622	June 19, 2020	6480184	September 7, 2021
<u>HAPPY STICKERS</u>	90135562	August 25, 2020	6761340	June 14, 2022
<u>ORGANIZED BY HAPPY PLANNER</u>	90978958	March 1, 2021	6993024	February 28, 2023
<u>THE HAPPY PLANNER</u> (Stylized) 	90011637	June 19, 2020	6480185	September 7, 2021
<u>WORK + LIFE BY HAPPY PLANNER</u>	90553287	March 1, 2021	6997412	March 7, 2023
<u>Design Only</u> 	90083013	July 30, 2020	6451884	August 17, 2021