

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flutter Habit, LLC		08/16/2023	Limited Liability Company: KANSAS
RECEIVING PARTY DATA			
Name:	MidCap Financial Trust		
Street Address:	7255 WOODMONT AVENUE, SUITE 300		
Internal Address:	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6774668	MADE FOR THIS	
Registration Number:	6774348	THE ORIGINAL	
Registration Number:	6774347	SHORTIES	
Registration Number:	6774346	THE HAPPY (MEDIUM)	
Registration Number:	6774345	THE SWEETHEART	
Registration Number:	6774344	FLUTTERHABIT	
Registration Number:	6188036	FLUTTER HABIT	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9653		
Email:	ypan@proskauer.com		
Correspondent Name:	Bethany Johnson		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	11964.304		

CH \$190.00 6774668

NAME OF SUBMITTER:	Bethany Johnson
SIGNATURE:	/Bethany Johnson/
DATE SIGNED:	08/17/2023
Total Attachments: 6 source=LashCo - Trademark Security Agreement (Flutter Habit Joinder) Executed#page1.tif source=LashCo - Trademark Security Agreement (Flutter Habit Joinder) Executed#page2.tif source=LashCo - Trademark Security Agreement (Flutter Habit Joinder) Executed#page3.tif source=LashCo - Trademark Security Agreement (Flutter Habit Joinder) Executed#page4.tif source=LashCo - Trademark Security Agreement (Flutter Habit Joinder) Executed#page5.tif source=LashCo - Trademark Security Agreement (Flutter Habit Joinder) Executed#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of August 16, 2023 (this “Trademark Security Agreement”), is made by Flutter Habit, LLC (“Pledgor”), in favor of MidCap Financial Trust (“MidCap”), in its capacity as collateral agent for the secured parties (in such capacity, the “Collateral Agent”) pursuant to that certain Amended and Restated Credit Agreement, dated as of August 18, 2021 (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among Lash HoldCo, LLC, Lash OpCo, LLC, and the subsidiary guarantors from time to time party thereto by execution of the Security Agreement or otherwise by execution of a Joinder Agreement in favor of MidCap for the benefit of Secured Parties in its capacity as Collateral Agent pursuant to the Credit Agreement.

WITNESSETH:

WHEREAS, the Pledgor is party to that certain Joinder Agreement (the “Security Agreement Joinder”) to that certain Amended and Restated Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent, pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Security Interest in, on and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

(a) all trademarks (including service marks), slogans, logos, designs, certification marks, trade dress, corporate names, trade names, domain names or other indicia of source, whether registered or unregistered, owned by, assigned to, or in the case of intent-to-use trademarks, held for use by Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including, without limitation, those United States trademark registrations and applications listed on Schedule 1 attached hereto;

(b) rights and privileges arising under applicable Legal Requirements with respect to Pledgor’s use of any of the foregoing;

(c) Goodwill associated therewith;

(d) continuations, extensions and renewals thereof and amendments thereto;

(e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof or unfair competition therewith;

(f) rights corresponding thereto throughout the world;

(g) rights to sue for past, present and future infringements, dilutions or violations thereof or unfair competition therewith; and

(h) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to Pledgor from time to time with respect to any of the foregoing (in each case, other than Excluded Property). Notwithstanding anything to the contrary contained in clauses (a) through (g), the first priority Security Interest (subject to Permitted Liens) created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any intent-to-use trademark application until an Amendment to Allege Use or a verified Statement of Use has been filed with and accepted by the USPTO with respect to such intent-to-use trademark application, but only if and to the extent that the granting of a Security Interest in such application would result in the impairment of the validity or enforceability of such application or any resulting registration; provided, that, to the extent such application is excluded from the Trademark Collateral, then upon the submission of evidence of use of such trademark, and acceptance thereof by, the USPTO, such trademark application shall automatically be included in the Trademark Collateral and will no longer constitute Excluded Property, without further action on any party's part.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with and not in limitation of the Security Interest granted to the Collateral Agent pursuant to the Security Agreement Joinder, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Subject to Section 10.3 of the Security Agreement, this Trademark Security Agreement shall automatically and immediately terminate and the Pledged Collateral shall automatically and immediately be released from the Security Interest of this Agreement and the other Loan Documents when the Commitments have been terminated and the Secured Obligations shall have been paid in full in accordance with the terms of the Credit Agreement (other than (i) contingent indemnification obligations and unasserted expense reimbursement obligations and (ii) obligations under the Secured Hedging Agreements and Secured Cash Management Agreements) and all Letters of Credit have been canceled or have expired and all amounts drawn thereunder have been reimbursed in full, cash collateralized in accordance with the Credit Agreement or backstopped. Subject to Section 10.3 of the Security Agreement, upon termination hereof, the Security Interest granted hereby shall automatically and immediately terminate and all rights to the Pledged Collateral shall automatically and immediately revert to the Pledgor or to such other person as may be entitled thereto pursuant to any applicable Legal Requirement. Upon any Asset Sale of Pledged Collateral permitted under Section 6.05 of the Credit Agreement (other than any Asset Sale to another Pledgor) the Security Interest in such Pledged Collateral shall automatically and immediately terminate. Upon termination hereof or any such

Asset Sale, permitted disposition (other than to another Pledgor) or release of Pledged Collateral in accordance with the provisions of the Credit Agreement, the Collateral Agent shall on the date thereof and at such other times promptly upon the request of Pledgor, at the sole reasonable cost and expense of the Pledgor, assign, transfer and deliver to the Pledgor, against receipt and without recourse to or warranty by the Collateral Agent except that the Collateral Agent has not assigned or otherwise transferred its Security Interest in the Pledged Collateral, such of the Pledged Collateral to be released (in the case of a release) as may be in possession or control of the Collateral Agent, and, with respect to any other Pledged Collateral, with such endorsements or proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Pledged Collateral, as the case may be.

SECTION 5. Recordation. Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR:

FLUTTER HABIT, LLC

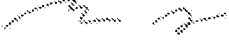
DocuSigned by:
By: 
BCB08DCF34E34D4...
Name: Tristan Loiseau
Title: Vice President

Accepted and Agreed:

MIDCAP FINANCIAL TRUST,
as Collateral Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Reg. No.	Owner
THE WEIGHTLESS COLLECTION	United States		Flutter Habit, LLC
MADE FOR THIS	United States	6774668	Flutter Habit, LLC
THE ORIGINAL	United States	6774348	Flutter Habit, LLC
SHORTIES	United States	6774347	Flutter Habit, LLC
THE HAPPY (MEDIUM)	United States	6774346	Flutter Habit, LLC
THE SWEETHEART	United States	6774345	Flutter Habit, LLC
FLUTTERHABIT	United States	6774344	Flutter Habit, LLC
FLUTTER HABIT	United States	6188036	Flutter Habit, LLC
FLUTTERHABIT	Canada		Flutter Habit, LLC