

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM842352

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	IP Security Agreement Supplement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Onesie Fashion NewCo LLC		09/22/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GLAS Trust Corporation Limited, as Security Agent		
<b>Street Address:</b>	55 Ludgate Hill		
<b>Internal Address:</b>	Level 1 West		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC4M 7JW		
<b>Entity Type:</b>	Corporation: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6095469	SASSYCUPS	
<b>Registration Number:</b>	7036993	SASSYCUPS	
<b>Registration Number:</b>	6971790	SASSYCUPS SC GIFTS & SUCH	
<b>Registration Number:</b>	5502667	WILL'S	
<b>Registration Number:</b>	5339450	ART-N-FLY	
<b>Serial Number:</b>	97690225	ART-N-FLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>			
<b>Phone:</b>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	09/27/2023		

CH \$165.00 6095469

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

### (Trademark, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Onesie Fashion NewCo LLC, a Delaware limited liability company (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and GLAS Trust Corporation Limited, as Agent and the Security Agent, are parties to a Facilities Agreement dated 23 November, 2021 (as amended and restated by that Amendment and Restatement Agreement dated 21 July 2023, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Facilities Agreement");

WHEREAS, pursuant to (i) a Security Agreement dated as of August 23, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, among others, the Grantor and the Security Agent and (ii) certain other documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Facilities Agreement) a continuing security interest in certain personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future, unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and

(iv) all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto).

The Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, so long as any Declared Default (as defined in the Security Agreement) shall have occurred, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Facilities Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral 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.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

*[Remainder of page left blank intentionally; signatures follow.]*


IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 22<sup>nd</sup> day of September, 2023.

Onesie Fashion NewCo LLC,  
as Grantor

By:  \_\_\_\_\_  
Name: Philipp Bernhard Triebel  
Title: Chief Executive Officer

Acknowledged:

GLAS Trust Corporation Limited,  
as Security Agent

By: 

Name: Sujoy Mondal

Title: Authorised signatory

Signature Page to Trademark IP Supplement - Onesie

A52326949

**TRADEMARK**  
**REEL: 008211 FRAME: 0302**

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

Owner Name	Trademark	Registration Date	Registration Number
Onesie Fashion NewCo LLC		7/7/2020	6095469
Onesie Fashion NewCo LLC	SASSYCUPS	4/25/2023	7036993
Onesie Fashion NewCo LLC		2/07/2023	6971790
Onesie Fashion NewCo LLC	WILL'S	6/26/2018	5502667
Onesie Fashion NewCo LLC		11/21/2017	5339450

**TRADEMARK APPLICATIONS**

Owner Name	Trademark	Status	Application Date	Serial Number
Onesie Fashion Newco LLC	ART-N-FLY	Pending	11/23/2022	97-690225

**TRADEMARK LICENSES**

None.