

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM856152

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN TRADEMARKS AT REEL 7816, FRAME 0315		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACF Finco I LP, as agent		11/22/2023	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SLEEPING BABY ROCKY MCROCKFACE, LLC		
<b>Street Address:</b>	20 Jay Street, Suite 902		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	GIBRALTAR LITTLE GIRAFFE OPCO, LLC		
<b>Street Address:</b>	20 Jay Street, Suite 902		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	UPANAWAY, LLC		
<b>Street Address:</b>	20 Jay Street, Suite 902		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11201		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>Name:</b>	OBELISK RE-PLAY OPCO, LLC		
<b>Street Address:</b>	20 Jay Street, Suite 902		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	SUGARLOAF HB OPCO, LLC		
<b>Street Address:</b>	20 Jay Street, Suite 902		
<b>City:</b>	Brooklyn		

OP \$1740.00 5501234

<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11201
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	HAJAR MIMIJUMI LLC
<b>Street Address:</b>	20 Jay Street, Suite 902
<b>City:</b>	Brooklyn
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11201
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	BOB STONE, LLC
<b>Street Address:</b>	20 Jay Street, Suite 902
<b>City:</b>	Brooklyn
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11201
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	PEBBLE NATURSUTTEN LLC
<b>Street Address:</b>	20 Jay Street, Suite 902
<b>City:</b>	Brooklyn
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11201
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	DOWNTOWN PET SUPPLY, LLC
<b>Street Address:</b>	20 Jay Street, Suite 902
<b>City:</b>	Brooklyn
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11201
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS
<b>Name:</b>	MBG BRYBELLY OPCO, LLC
<b>Street Address:</b>	20 Jay Street, Suite 902
<b>City:</b>	Brooklyn
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11201
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 69**

Property Type	Number	Word Mark
<b>Registration Number:</b>	5501234	HYKE & BYKE
<b>Serial Number:</b>	97336157	SLEEPINGBABY
<b>Serial Number:</b>	97007143	BLOOMING BATH

Property Type	Number	Word Mark
Registration Number:	5702560	AIRPOD
Registration Number:	4240837	BLOOMING BATH
Registration Number:	5219037	WORLD'S BREAST BOTTLE
Registration Number:	4948222	BREAST BOTTLE
Registration Number:	4880691	SECOND ONLY TO MOM
Registration Number:	4880689	NEXT BREAST THING
Registration Number:	4059666	MIMIJUMI
Registration Number:	5497354	PACIPIXY
Registration Number:	4689357	LOVE BY LITTLE GIRAFFE
Registration Number:	4606629	DAMMIT CANCER
Registration Number:	4667936	DAMMIT DOLLS
Registration Number:	3967755	DAMMIT DOLL
Registration Number:	3382362	GIRAFFE AT HOME
Registration Number:	3128343	LITTLE GIRAFFE
Registration Number:	2676411	LITTLE GIRAFFE
Registration Number:	5348599	RE PLAY
Registration Number:	6009673	FIRST LANDINGS
Registration Number:	4186655	ZIPADEE-ZIP
Registration Number:	4848965	SWADDLE TRANSITION
Registration Number:	4848966	SWADDLE TRANSITION FROM SWADDLE TIME TO
Registration Number:	4858304	TRENDY TEETHERS
Registration Number:	4891870	TRENDY TEETHERS CHEW IN STYLE
Registration Number:	5001740	ZIPPY ONEZ
Registration Number:	5596720	FLYING SQUIRREL
Registration Number:	5434829	SNOOZIE MAT
Registration Number:	5603211	TUMMY TIMELINES
Registration Number:	5927339	SLEEPINGBABY INSPIRING DREAMS ONE NIGHTA
Registration Number:	5858222	ZIPADEE-ZIP INSPIRING DREAMS ONE NIGHT A
Registration Number:	6639809	ZIPPY SWADDLE ZZZZ
Serial Number:	90706225	BETTER SLEEP FOR YOUR BABY, BETTER SLEEP
Registration Number:	5643582	MY DOGGY PLACE
Registration Number:	4824897	DOWNTOWN PET SUPPLY
Registration Number:	6679659	MBGBRYBELLY
Registration Number:	6365265	MODERN CURIOSITY
Registration Number:	5887109	HAUNTLOOK
Registration Number:	5701958	DINK RESPONSIBLY PICKLEBALL APPAREL
Registration Number:	5545127	COCKTAILOR
Registration Number:	5564522	SUB SHOP

Property Type	Number	Word Mark
Registration Number:	5545116	WOOD EATS!
Registration Number:	5494361	ACES HIGH
Registration Number:	5554036	BOLTHEAD INDUSTRIAL
Registration Number:	5549900	BACK OF HOUSE LTD.
Registration Number:	5554031	DICE WARS
Registration Number:	5549897	STUDIO NOUVEAU
Registration Number:	5549894	BREWSKI BROTHERS
Registration Number:	5378164	KNACK
Registration Number:	5364834	GRIZZLY PEAK
Registration Number:	5364826	SPLASH TECH
Registration Number:	6649049	SOL COASTAL
Registration Number:	5473373	WEEBO PETS
Registration Number:	6098499	STRATAGEM
Serial Number:	87755747	YOGA CLOUD
Registration Number:	4972623	IMAGINATION GENERATION
Registration Number:	4648809	PUDGY PEDRO'S PARTY SUPPLIES
Registration Number:	4648807	FELSON BILLIARD SUPPLIES 9
Registration Number:	4641216	MR. MOUSTACHIO
Registration Number:	4056420	CONDUCTOR CARL
Registration Number:	4428382	WIZ DICE
Registration Number:	4428379	TRIPLE OUT DARTS
Registration Number:	4428378	ROLLOUT GAMING
Registration Number:	4425042	CROWN SPORTING GOODS
Registration Number:	4428376	CLAYSMITH GAMING
Registration Number:	4428372	K-ROO SPORTS
Registration Number:	4197653	SOCK MONKEY FAMILY
Registration Number:	4197652	BRYBELLY
Registration Number:	3925578	PRO EXTENSIONS

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 8004945225

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** JAY DASILVA

**Address Line 1:** 1025 CONNECTICUT AVE., NW, STE. 712

**Address Line 2:** COGENCY GLOBAL INC.

**Address Line 4:** WASHINGTON, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	2184328 TM REL 1
<b>NAME OF SUBMITTER:</b>	Dahlia Gottlieb
<b>SIGNATURE:</b>	/Dahlia Gottlieb/
<b>DATE SIGNED:</b>	11/27/2023

**Total Attachments: 7**

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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of November 22, 2023 (“Effective Date”) by ACF FINCO I LP, a Delaware limited partnership, in its capacity as agent for each member of the Lender Group (“Grantee”), in favor of SLEEPING BABY ROCKY MCROCKFACE, LLC, a Delaware limited liability company, GIBRALTAR LITTLE GIRAFFE OPCO, LLC, a Delaware limited liability company, UPANAWAY, LLC, a California limited liability company, OBELISK RE-PLAY OPCO, LLC, a Delaware limited liability company, SUGARLOAF HB OPCO, LLC, a Delaware limited liability company, HAJAR MIMIJUMI LLC, a Delaware limited liability company, PEBBLE NATURSUTTEN LLC, a Delaware limited liability company, BOB STONE, LLC, a Delaware limited liability company, DOWNTOWN PET SUPPLY, LLC, an Illinois limited liability company and MBG BRYBELLY OPCO, LLC, a Delaware limited liability company (the “Grantors”). Capitalized terms not defined herein shall have the meanings assigned to such terms in the Trademark Security Agreement (as defined below).

**WHEREAS**, Grantor and Grantee are parties to that certain Trademark Security Agreement, dated as of August 9, 2022 (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which Grantors granted to Grantee security interests (the “Security Interest”) in all of such Grantors’ rights, titles and interests in and to the Trademarks identified on Schedule A attached hereto included in the Trademark Collateral (“Collateral”) as security for certain obligations owing by Grantor to Grantee;

**WHEREAS**, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 9, 2022, at Reel/Frame 7816/0315;

**WHEREAS**, Grantee now desires to release the entirety of its Security Interest in the Collateral.

**NOW, THEREFORE**, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral the receipt and sufficiency of which are hereby acknowledged, Grantee hereby agrees as follows:

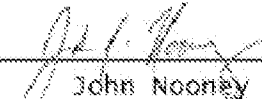
1. **Release of Security Interest**. Grantee hereby, on behalf of itself and the Secured Parties, terminates, cancels, releases, and discharges any and all Security Interest it may have each of the Grantors’ rights, titles, and interests in and to the following:
  - (a) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles, and/or other source and/or business identifiers and applications pertaining thereto, whether registered or unregistered set forth on Schedule A annexed hereto and all renewals and extensions thereof, and all rights corresponding thereto;
  - (b) all goodwill of each Grantors’ business connected with the use of and symbolized by any of the foregoing;
  - (c) the right to sue or otherwise recover from and past, present and future infringement, dilution, or other violation or impairment of any of the foregoing; and

- (d) all proceeds and accessions with respect to any of the foregoing, including all license fees, royalties, income, payments, claims, damages, and proceeds of suit, now or hereafter due and/or payable with respect to any of the foregoing.
2. If and to the extent that Grantee or the Secured Parties have acquired any right, title or interest in, to or under the Collateral, Grantee, on behalf of itself and the Secured Parties, hereby re-assigns, grants and conveys to each Grantor, as applicable, without any representation recourse, warranty or undertaking by the Grantee, all of Grantee's right, title and interest in and to the Collateral and any right, title or interest of Grantee or the Secured Parties in the Collateral shall hereby cease and become void. The Grantee, on behalf of itself and the Secured Parties, hereby (a) authorizes each Grantor and its successors, assigns, designees or other legal representatives to file this Release with the United States Patent and Trademark Office to evidence and effectuate the release and termination of Grantee's and the Secured Parties' Security Interest in the Collateral and (b) authorizes the Commissioner for Trademarks to record and register this Release.
  3. Further Assurances. At the Grantors' sole cost and expense, Grantee agrees to execute and deliver all further releases and other documents, and to take all other actions as each Grantor may reasonably request in writing, necessary to evidence the release and termination of the Grantee's and the Secured Parties' rights under the Trademark Security Agreement with respect to the Collateral.
  4. Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Collateral.
  5. Counterparts, Facsimile or Electronic Delivery. This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Release. The words "execution," "signed," "signature," and words of like import in this Release, any document delivered pursuant hereto, or any amendment or other modification hereof or thereof shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.
  6. Governing Law. This Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of law principles.

\* \* \* \* \*

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**ACF FINCO ILP,**  
as Agent

By:   
Name: John Nooney  
Title: duly authorized signatory



**SCHEDULE A  
TO  
RELEASE OF SECURITY INTEREST IN TRADEMARKS**

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>STATUS</b>	<b>REGISTRATION NUMBER</b>	<b>REGIS. DATE</b>	<b>OWNER INFORMATION</b>
HYKE & BYKE	87633842	Registered	5501234	6/26/18	Sugarloaf HB Opco, LLC
SLEEPINGBABY	97336157	Pending – Application filed 3/29/22	N/A	N/A	Sleeping Baby Rocky McRockface, LLC
BLOOMING BATH	97007143	Pending – Application filed 9/1/21	N/A	N/A	Upanaway, LLC
AIRPOD	88065697	Registered	5702560	3/19/19	Upanaway, LLC
BLOOMING BATH	85513431	Registered	4240837	11/13/12	Upanaway, LLC
WORLD'S BREAST BOTTLE	86642038	Registered	5219037	6/6/17	Hajar Mimijumi LLC
BREAST BOTTLE	86642026	Registered	4948222	4/26/16	Hajar Mimijumi LLC
SECOND ONLY TO MOM	86642017	Registered	4880691	1/5/16	Hajar Mimijumi LLC
NEXT BREAST THING	86642006	Registered	4880689	1/5/16	Hajar Mimijumi LLC
MIMIJUMI	85291916	Registered	4059666	11/22/11	Hajar Mimijumi LLC
PACIPIXY	87681757	Registered	5497354	6/19/18	Pebble Natursutten LLC
LOVE BY LITTLE GIRAFFE	85983188	Registered	4689357	2/17/15	Gibraltar Little Giraffe Opco, LLC
DAMMIT CANCER	85952000	Registered	4606629	9/16/14	Gibraltar Little Giraffe Opco, LLC
DAMMIT DOLLS	85580739	Registered	4667936	1/6/15	Gibraltar Little Giraffe Opco, LLC
DAMMIT DOLL	85031576	Registered	3967755	5/24/11	Gibraltar Little Giraffe Opco, LLC
GIRAFFE AT HOME	76630390	Registered	3382362	2/12/08	Gibraltar Little Giraffe Opco, LLC
LITTLE GIRAFFE	76571946	Registered	3128343	8/15/06	Gibraltar Little Giraffe Opco, LLC
LITTLE GIRAFFE	76181727	Registered	2676411	1/21/03	Gibraltar Little Giraffe Opco, LLC

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
RE PLAY	87052012	Registered	5348599	12/5/17	Obelisk Re-Play Opco, LLC
FIRST LANDINGS	88501057	Registered	6009673	3/10/20	Bob Stone, LLC
ZIPADEE-ZIP	85501608	Registered	4186655	8/7/12	Sleeping Baby Rocky McRockFace, LLC
SWADDLE TRANSITION	86306293	Registered	4848965	11/10/15	Sleeping Baby Rocky McRockFace, LLC
SWADDLE TRANSITION FROM SWADDLE TIME TO SLEEP TIME IN NO TIME	86306308	Registered	4848966	11/10/15	Sleeping Baby Rocky McRockFace, LLC
TRENDY TEETHERS	86578612	Registered	4858304	11/24/15	Sleeping Baby Rocky McRockFace, LLC
TRENDY TEETHERS CHEW IN STYLE	86581006	Registered	4891870	1/26/16	Sleeping Baby Rocky McRockFace, LLC
ZIPPY ONEZ	86744535	Registered	5001740	7/19/16	Sleeping Baby Rocky McRockFace, LLC
FLYING SQUIRREL	87508622	Registered	5596720	10/30/18	Sleeping Baby Rocky McRockFace, LLC
SNOOZIE MAT	87508650	Registered	5434829	3/27/18	Sleeping Baby Rocky McRockFace, LLC
TUMMY TIMELINES	87755288	Registered	5603211	11/6/18	Sleeping Baby Rocky McRockFace, LLC
SLEEPINGBABY INSPIRING DREAMS ONE NIGHT AT A TIME ZZZZ	87800537	Registered	5927339	12/3/19	Sleeping Baby Rocky McRockFace, LLC
ZIPADEE-ZIP INSPIRING DREAMS ONE NIGHT AT A TIME ZZZZ	87800567	Registered	5858222	9/10/19	Sleeping Baby Rocky McRockFace, LLC
ZIPPY SWADDLE ZZZZ	88687249	Registered	6639809	2/8/22	Sleeping Baby Rocky McRockFace, LLC
BETTER SLEEP FOR YOUR BABY, BETTER SLEEP FOR YOU	90706225	Pending – Application filed 5/12/21	N/A	N/A	Sleeping Baby Rocky McRockFace, LLC
MY DOGGY	88006432	Registered	5643582	1/1/19	Downtown Pet Supply,

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
PLACE					LLC
DOWNTOWN PET SUPPLY	86300345	Registered	4824897	10/6/15	Downtown Pet Supply, LLC
MBGBRYBELLY	97041661	Registered	6679659	3/22/22	MBG Brybelly OPCO, LLC
MODERN CURIOSITY	88646782	Registered	6365265	5/25/21	MBG Brybelly Opco, LLC
HAUNTLOOK	88287278	Registered	5887109	10/15/19	MBG Brybelly Opco, LLC
DINK RESPONSIBLY PICKLEBALL APPAREL	88040830	Registered	5701958	3/19/19	MBG Brybelly Opco, LLC
COCKTAILOR	87757199	Registered	5545127	8/21/18	MBG Brybelly Opco, LLC
SUB SHOP	87757132	Registered	5564522	9/18/18	MBG Brybelly Opco, LLC
WOOD EATS!	87757098	Registered	5545116	8/21/18	MBG Brybelly Opco, LLC
ACES HIGH	87755757	Registered	5494361	6/12/18	MBG Brybelly Opco, LLC
BOLTHEAD INDUSTRIAL	87755738	Registered	5554036	9/4/18	MBG Brybelly Opco, LLC
BACK OF HOUSE LTD.	87755727	Registered	5549900	8/28/18	MBG Brybelly Opco, LLC
DICE WARS	87755699	Registered	5554031	9/4/18	MBG Brybelly Opco, LLC
STUDIO NOUVEAU	87755642	Registered	5549897	8/28/18	MBG Brybelly Opco, LLC
BREWSKI BROTHERS	87755604	Registered	5549894	8/28/18	MBG Brybelly Opco, LLC
KNACK	87468683	Registered	5378164	1/16/18	MBG Brybelly Opco, LLC
GRIZZLY PEAK	87468608	Registered	5364834	12/26/17	MBG Brybelly Opco, LLC
SPLASH TECH	87468458	Registered	5364826	12/26/17	MBG Brybelly Opco, LLC
SOL COASTAL	87468413	Registered	6649049	2/22/22	MBG Brybelly Opco, LLC
WEEBO PETS	87468285	Registered	5473373	5/22/18	MBG Brybelly Opco, LLC
STRATAGEM	87468565	Registered	6098499	7/14/20	MBG Brybelly Opco, LLC
YOGA CLOUD	87755747	Pending – Application filed 1/15/18	N/A	N/A	MBG Brybelly Opco, LLC
IMAGINATION GENERATION	86786650	Registered	4972623	6/7/16	MBG Brybelly Opco, LLC
PUDGY PEDRO'S PARTY SUPPLIES	86256570	Registered	4648809	12/2/14	MBG Brybelly Opco, LLC
FELSON BILLIARD SUPPLIES 9	86256498	Registered	4648807	12/2/14	MBG Brybelly Opco, LLC

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
MR. MOUSTACHIO	86256416	Registered	4641216	11/18/14	MBG Brybelly Opco, LLC
CONDUCTOR CARL	85298007	Registered	4056420	11/15/11	MBG Brybelly Opco, LLC
WIZ DICE	85869470	Registered	4428382	11/5/13	MBG Brybelly Opco, LLC
TRIPLE OUT DARTS	85869452	Registered	4428379	11/5/13	MBG Brybelly Opco, LLC
ROLLOUT GAMING	85869431	Registered	4428378	11/5/13	MBG Brybelly Opco, LLC
CROWN SPORTING GOODS	85869404	Registered	4425042	10/29/13	MBG Brybelly Opco, LLC
CLAYSMITH GAMING	85869382	Registered	4428376	11/5/13	MBG Brybelly Opco, LLC
K-ROO SPORTS	85868922	Registered	4428372	11/5/13	MBG Brybelly Opco, LLC
SOCK MONKEY FAMILY	85505987	Registered	4197653	8/28/12	MBG Brybelly Opco, LLC
BRYBELLY	85505949	Registered	4197652	8/28/12	MBG Brybelly Opco, LLC
PRO EXTENSIONS	85084732	Registered	3925578	3/1/11	MBG Brybelly Opco, LLC