

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857768

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|---|--|--------------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| DIAPER STONE OPCO, LLC | | 12/01/2023 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | Hayfin Services LLP, as Collateral Agent | | |
| Street Address: | One Eagle Place | | |
| City: | London | | |
| State/Country: | GREAT BRITAIN | | |
| Postal Code: | SW1Y 6AF | | |
| Entity Type: | Limited Liability Partnership: GREAT BRITAIN | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87525736 | MADE BETTER. MADE SAFER. | |
| Serial Number: | 87585545 | ULTIMATE TRANSPARENCY | |
| Serial Number: | 87585565 | MADE OF | |
| Serial Number: | 87799757 | BETTER FOR BOTTOMS. | |
| Serial Number: | 88225900 | MADE OF | |
| 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> | | | |
| Email: | cavika.prashad@freshfields.com | | |
| Correspondent Name: | Cavika Prashad | | |
| Address Line 1: | 601 Lexington Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| NAME OF SUBMITTER: | Cavika Prashad | | |
| SIGNATURE: | /s/ Cavika Prashad | | |
| DATE SIGNED: | 12/01/2023 | | |
| Total Attachments: 6 | | | |
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of December 1, 2023, is made by each of the entities listed on the signature pages hereof (each, a “**Grantor**”, and collectively, the “**Grantors**”), in favor of Hayfin Services LLP (“**Hayfin**”), as collateral agent for the benefit of the Lenders and the other Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “**Collateral Agent**”).

Introductory Statement

WHEREAS, pursuant to the Loan Agreement dated as of April 14, 2022 (as amended by that certain Amendment No. 1 to Loan Agreement and Guaranty and Security Agreement, dated as of August 9, 2022, that certain Amendment No. 2 to Loan Agreement, dated as of March 27, 2023, that certain Letter Amendment, dated April 14, 2023, that certain Letter Amendment, dated June 15, 2023, that certain Letter Amendment, dated June 29, 2023, that certain Letter Amendment, dated July 21, 2023, that certain Letter Amendment, dated July 28, 2023, that certain Letter Amendment, dated August 15, 2023, that certain Letter Amendment, dated August 29, 2023, that certain Letter Amendment, dated September 8, 2023, that certain Letter Amendment, dated September 15, 2023, that certain Letter Amendment, dated September 20, 2023, that certain Letter Amendment, dated October 19, 2023, that certain Letter Amendment, dated October 24, 2023, that certain Letter Agreement, dated November 21, 2023, that certain Amendment No. 3 to Loan Agreement, dated as of December 1, 2023 and as further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Loan Agreement**”) among, *inter alios*, MONOLITH BRANDS, LLC, a Delaware limited liability company (the “**Borrower**”), MONOLITH BRANDS HOLDCO, LLC, a Delaware limited liability company (“**Holdings**”), the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, and Hayfin, as administrative agent and collateral agent (in such capacities, the “**Administrative Agent**”), the Lenders have severally agreed to make Loans to the Borrower upon and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors, among others, are party to a Guaranty and Security Agreement dated as of April 14, 2022 (as amended by that certain Amendment No. 1 to Loan Agreement and Guaranty and Security Agreement and as further amended, restated, amended and restated, supplemented and/or otherwise modified time to time, the “**Guaranty and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Administrative Agent and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Loans to the Borrower thereunder, and to induce the Administrative Agent to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or the Loan Agreement, as the context may require.

Section 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby unconditionally pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and hereby grants the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in all of such Grantor's right, title and interest in, to and to the following property of such Grantor, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (the "Trademark Collateral"):

- (a) all of its all trademarks, trade names, trademark rights in corporate names, business names or fictitious business names, trade styles, service marks, logos and other source or business identifiers (whether registered or unregistered), and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 1 hereof;
- (b) the right to obtain all extensions and renewals thereof; and
- (c) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, "Trademark Collateral" shall not include (and no security interest or Lien shall be granted hereunder in) any trademark application filed in the United States Patent and Trademark Office on the basis of the applicant's intent-to-use such trademark unless and until evidence of use of such trademark has been filed with and duly accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et sq.) (but only until such evidence of use is filed with and accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Authorization to Supplement. Subject to the terms of this Trademark Security Agreement, each Grantor hereby authorizes the Administrative Agent to modify this Trademark Security Agreement by amending Schedule I to include any such new this trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

Section 5. Counterparts. Any number of counterparts of this Trademark Security Agreement, including facsimiles and other electronic copies, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement. This Trademark Security Agreement may be transmitted and signed and delivered by facsimile or other electronic means. The effectiveness of any such documents and signatures shall have the same force and effect as manually signed originals and shall be binding on all parties.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF THE LOAN AGREEMENT ("JURISDICTION; VENUE; SERVICE OF PROCESS; JURY TRIAL WAIVER; JUDICIAL FORECLOSURE AND OTHER ACTIONS") ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

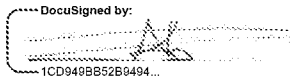
Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement ("Amendments and Waivers"; "Notices"; "Successors and Assigns"; "Severability"; "Section Headings"; "Integration") are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a "Loan Document" for all purposes of the Loan Agreement and the other Loan Documents.

Section 9. RECORDATION. THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

DIAPER STONE OPCO, LLC, as Grantor

By: 
Name: Pierre Abousleiman
Title: Co-Chief Executive Officer

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

| Trademark | Serial No. | Filing Date | Registration No. | Registration Date | Owner |
|-----------------------------|------------|-------------|------------------|-------------------|------------------------------|
| MADE BETTER. MADE SAFER. | 87525736 | 7/12/2017 | 5422285 | 3/13/2018 | DIAPER STONE OPCO, LLC |
| ULTIMATE TRANSPARENCY | 87585545 | 8/28/2017 | 5428432 | 3/20/2018 | DIAPER STONE OPCO, LLC |
| MADE OF | 87585565 | 8/28/2017 | 5418266 | 3/6/2018 | DIAPER STONE OPCO, LLC |
| BETTER FOR BOTTOMS. | 87799757 | 2/15/2018 | 5565891 | 9/18/2018 | DIAPER STONE OPCO, LLC |
| MADE OF | 88225900 | 12/12/2018 | 6342085 | 5/4/2021 | DIAPER STONE OPCO, LLC |