

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TW Lone Peak Intermediate HoldCo, LLC		12/13/2023	Limited Liability Company: DELAWARE
Care for Kids - USA, LLC		12/13/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Brightwood Loan Services LLC		
Street Address:	810 Seventh Avenue, 26th Floor		
Internal Address:	Attention: Loan Operations		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5795869	JAMBO KIDS	
Registration Number:	5795870	COSMIC KIDS	
Registration Number:	6131097	PEARLS	
Registration Number:	6114315	CENTER STAGE KIDS	
Registration Number:	6847450	LONE PEAK	
Registration Number:	2637669	A TOOTH DOCTOR FOR KIDS	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Jeremiah Evans		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		

CH \$165.00 5795869

ATTORNEY DOCKET NUMBER:	71310.004
NAME OF SUBMITTER:	Jeremiah Evans
SIGNATURE:	/Jeremiah Evans/
DATE SIGNED:	12/13/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 13, 2023 (this “Agreement”), is made by TW Lone Peak Intermediate HoldCo, LLC, a Delaware limited liability company and Care for Kids – USA, LLC, a Delaware limited liability company (each, a “Debtor” and, collectively, the “Debtors”), in favor of Brightwood Loan Services LLC (“Brightwood”), as collateral agent for the Secured Creditors (Brightwood acting in such capacity and any of its successors or assigns acting in such capacity, the “Collateral Agent”).

WHEREAS, each Debtor is party to that certain Security Agreement, dated as of December 13, 2023 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), by and among each Debtor, the Collateral Agent and the other debtors party thereto, pursuant to which each Debtor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Debtor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreement. The rules of construction specified in Section 1(a) of the Security Agreement shall also apply to this Agreement *mutatis mutandis*.

Section 2. Grant of Security Interest in Trademark Collateral. As collateral security for the Secured Obligations, each Debtor hereby grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and acknowledges and agrees that the Collateral Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in all of such Debtor’s Trademarks, including the Trademark registrations and pending applications for registration in the U.S. Patent and Trademark Office listed on Schedule A attached hereto and all proceeds of the foregoing, in each case, to the extent the foregoing items constitute Collateral (collectively, the “Trademark Collateral”).

Section 3. Certain Limited Exclusions. Notwithstanding the foregoing, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

Section 4. Security Agreement. The security interest granted to the Collateral Agent pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Creditors pursuant to the Security Agreement, and each Debtor 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission (including “.pdf” or “.tiff”) will be effective as delivery of a manually executed counterpart thereof.

[Signature Pages Follow]

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

**TW LONE PEAK INTERMEDIATE HOLDCO,
LLC,**

By: Christina Carlson
Name: Christina Carlson
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 008287 FRAME: 0544**

CARE FOR KIDS – USA, LLC

By: 
Name: Christina Carlson
Title: Chief Financial Officer

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Registration No.	Registration Date	Owner
JAMBO KIDS	5,795,869	July 2, 2019	TW Lone Peak Intermediate HoldCo, LLC ¹
COSMIC KIDS	5,795,870	July 2, 2019	TW Lone Peak Intermediate HoldCo, LLC
PEARLS	6,131,097	August 18, 2020	TW Lone Peak Intermediate HoldCo, LLC
CENTER STAGE KIDS	6,114,315	July 28, 2020	TW Lone Peak Intermediate HoldCo, LLC
LONE PEAK	6,847,450	September 13, 2022	TW Lone Peak Intermediate HoldCo, LLC
A TOOTH DOCTOR FOR KIDS	2,637,669	October 15, 2002	Care for Kids – USA, LLC

¹ TW Lone Peak Master LLC, a Delaware limited liability company, will assign the trademarks listed under the following registration numbers to TW Lone Peak Intermediate HoldCo, LLC on or around the date of this Agreement: 5795869, 5795870, 6131097, 6114315 and 6847450.