

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM862758

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900817719		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DIONO, L.L.C.		07/28/2023	Limited Liability Company: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ECLIPSE BUSINESS CAPITAL, LLC		
<b>Street Address:</b>	333 W. WACKER DRIVE		
<b>Internal Address:</b>	SUITE 950		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 46</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3262908	RADIAN	
<b>Registration Number:</b>	3321441	SAFE STOP	
<b>Registration Number:</b>	3556554	MONTEREY	
<b>Registration Number:</b>	3570983	CHANGE 'N GO	
<b>Registration Number:</b>	3591089	EASY VIEW	
<b>Registration Number:</b>	4216614	DIONO	
<b>Registration Number:</b>	4925093	HEATBLOCK	
<b>Registration Number:</b>	4956956	PENTALOCK	
<b>Registration Number:</b>	4957068	DIONO	
<b>Registration Number:</b>	5078747		
<b>Registration Number:</b>	5448942	QUANTUM	
<b>Registration Number:</b>	5745904	CARUS	
<b>Registration Number:</b>	6388908	D	
<b>Registration Number:</b>	6388909	DIONO	
<b>Registration Number:</b>	6241108	SAFE+	
<b>Registration Number:</b>	6246816	123 FITS 3 ACROSS	
<b>Registration Number:</b>	6386916	SOLANA	

Property Type	Number	Word Mark
Registration Number:	6230479	THE ORIGINAL 3 ACROSS ALL-IN-ONE CAR SEA
Registration Number:	6412139	SUPERLATCH
Registration Number:	6639791	10 YEARS ONE CAR SEAT
Registration Number:	6646627	MADE OF SEATTLE
Registration Number:	6789131	8 YEARS ONE BOOSTER
Registration Number:	6797203	FIXSAFE
Registration Number:	6797204	+ REAR-FACING LONGER
Registration Number:	6789618	3RXT
Registration Number:	6789621	BUGGY BUDDY
Serial Number:	90790514	JOY OF THE JOURNEY
Serial Number:	90790524	COLOR THE JOURNEY
Serial Number:	90838388	LIFETIME JOURNEY CARE
Serial Number:	97213827	CUDDLE SOFT
Serial Number:	97216091	GRIP IT
Serial Number:	97216111	SUPER MAT
Serial Number:	97217407	ULTRA MAT
Serial Number:	97218198	STOW 'N GO
Serial Number:	97218209	STUFF 'N SCUFF
Serial Number:	97225380	TRAVEL PAL
Serial Number:	97541272	3R
Serial Number:	97541356	3QXT
Serial Number:	97707165	LITECLIK
Serial Number:	97707074	3 ACROSS ALL-IN-ONE
Serial Number:	97707019	IMAGINE THE JOURNEY
Serial Number:	97707028	SAFE PLUS
Serial Number:	97706998	FITS3 ACROSS
Serial Number:	97707112	THE ORIGINAL ALL-IN-ONE
Serial Number:	97707129	THE ORIGINAL EXPANDABLE BOOSTER
Serial Number:	97707154	3 ACROSS BOOSTER

**CORRESPONDENCE DATA**

Fax Number: 7175471900

*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: 7175561000

Email: trademarks@saxtonstump.com

Correspondent Name: Saxton & Stump, LLC

Address Line 1: 280 Granite Run Drive

Address Line 2: Suite 300

Address Line 4: Lancaster, PENNSYLVANIA 17601

<b>ATTORNEY DOCKET NUMBER:</b>	005392.00004
<b>NAME OF SUBMITTER:</b>	Kerri J. Smith
<b>SIGNATURE:</b>	/Kerri J. Smith/
<b>DATE SIGNED:</b>	12/21/2023

**Total Attachments: 6**

source=TM Security Agreement for Diono, L.L.C. to ECLIPSE BUSINESS CAPITAL, LLC 7.28.2023#page1.tif

source=TM Security Agreement for Diono, L.L.C. to ECLIPSE BUSINESS CAPITAL, LLC 7.28.2023#page2.tif

source=TM Security Agreement for Diono, L.L.C. to ECLIPSE BUSINESS CAPITAL, LLC 7.28.2023#page3.tif

source=TM Security Agreement for Diono, L.L.C. to ECLIPSE BUSINESS CAPITAL, LLC 7.28.2023#page4.tif

source=TM Security Agreement for Diono, L.L.C. to ECLIPSE BUSINESS CAPITAL, LLC 7.28.2023#page5.tif

source=TM Security Agreement for Diono, L.L.C. to ECLIPSE BUSINESS CAPITAL, LLC 7.28.2023#page6.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), is dated as of July 28, 2023 and is by Diono, L.L.C., a Washington limited liability company ("**Grantor**"), in favor of ECLIPSE BUSINESS CAPITAL LLC, as Agent for the Lenders (in such capacity, "**Agent**") under the Loan and Security Agreement (as defined herein).

### RECITALS

A. Grantor, the other Loan Parties party thereto from time to time, Agent and the Lenders party thereto from time to time have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"; capitalized terms used but not defined herein shall have the meaning given to such terms in the Loan Agreement), pursuant to which Lenders have agreed to make loans and certain other extensions of credit to Borrower as provided therein.

B. Grantor has entered into a Subordination and Intercreditor Agreement ("Subordination Agreement") dated as of the date hereof, by and among ALDINE CAPITAL FUND II, L.P., STAR MOUNTAIN DIVERSIFIED SMALL BUSINESS ACCESS FUND II, LP, STAR MOUNTAIN – PA SMALL BUSINESS CO-INVESTMENT PLATFORM, LP and STAR MOUNTAIN – PA HOLDINGS I, LTD, (each a "Junior Creditor", and collectively, the "Junior Creditors") such Subordination Agreement superseding Subordination and Intercreditor Agreement by and among Grantor and Junior Creditors dated May 6, 2015.

C. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for its benefit and the benefit of the Lenders, this Agreement for purposes of filing with the United States Patent and Trademark Office ("**USPTO**").

D. Pursuant to the Loan Agreement, Grantor has granted to Agent, for itself and on behalf of the Lenders, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof to secure the payment and performance of the Obligations.

### AGREEMENT

In consideration of the mutual covenants and agreements set forth herein and in the Loan Agreement, it is hereby agreed that:

1. This Agreement is made to secure the satisfactory performance and payment of all the Obligations. Upon the Termination Date, Agent shall promptly, following written request by Grantor, execute, acknowledge, and deliver to Grantor all instruments reasonably requested by Grantor necessary to release Agent's security interest in the Trademark Collateral (as defined below) acquired under this Agreement.

2. Grantor hereby grants to Agent, for itself and on behalf of the Lenders, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the

following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations: (a) each trademark and trademark application, including, without limitation, each trademark registration and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; each exclusive trademark license if Grantor has the right to grant a security interest in such license, including, without limitation, each exclusive trademark license listed on Schedule 1, together with all goodwill associated therewith and (b) all products and proceeds of the foregoing, including, without limitation, all claims and causes of action arising prior to or after the date hereof for past, present or future infringement of any trademark, including, without limitation, any trademark registration or application referred to in Schedule 1 (items (a) and (b) being herein collectively referred to as the "**Trademark Collateral**"). Notwithstanding the foregoing, any trademark applications filed in the USPTO on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the USPTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

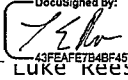
This security interest and lien is granted in conjunction with the security interests and liens granted to Agent, for itself and on behalf of the Lenders, pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the Lenders with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[signature page follows]

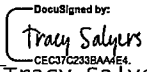
Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**DIONO, L.L.C.**

By:  \_\_\_\_\_  
Name: LUKE REESE  
Title: Authorized Signatory

Acknowledged by:

**ECLIPSE BUSINESS CAPITAL LLC**, as Agent

By:  \_\_\_\_\_  
Name: Tracy Salyers \_\_\_\_\_  
Title: Authorized Signatory \_\_\_\_\_

**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**

**A. Trademarks**

<b>Country</b>	<b>Reg. Number</b>	<b>Mark</b>	<b>Reg. Date</b>
US	3262908	RADIAN	7/10/2007
US	3321441	SAFE STOP	10/23/2007
US	3556554	MONTEREY	1/6/2009
US	3570983	CHANGE 'N GO	2/10/2009
US	3591089	EASY VIEW	3/17/2009
US	4216614	DIONO	10/2/2012
US	4925093	HEATBLOCK	3/29/2016
US	4956956	PENTALOCK	5/10/2016
US	4957068	DIONO (design)	5/10/2016
US	5051876	WMM	10/4/2016
US	5078747	(heart design only)	11/8/2016
US	5403805	WE MADE ME	2/20/2018
US	5448942	QUANTUM	4/17/2018
US	5745904	CARUS	5/7/2019
US	6388908	D	6/15/2021
US	6388909	DIONO	6/15/2021
US	6241108	SAFE+	1/5/2021
US	6246816	123 FITS 3 ACROSS	1/12/2021
US	6386916	SOLANA	6/15/2021
US	6230479	The Original 3 Across All-in-One Car Seat	12/22/2020
US	6412139	SUPERLATCH	7/6/2021
US	6639791	10 YEARS ONE CAR SEAT	2/8/2022
US	6646627	MADE OF SEATTLE	2/15/2022
US	6789131	8 YEARS ONE BOOSTER	7/12/2022
US	6797203	FIXSAFE	7/19/2022
US	6797204	+ REAR-FACING LONGER	7/19/2022
US	6789618	3RXT	7/12/2022
US	6789621	BUGGY BUDDY	7/12/2022



**B. Trademark Applications**

Country	S/N	Mark	Filing Date
US	90790514	JOY OF THE JOURNEY	6/23/2021
US	90790524	COLOR THE JOURNEY	6/23/2021
US	90838388	LIFETIME JOURNEY CARE	7/20/2021
US	97213827	CUDDLE SOFT	1/11/2022
US	97216091	GRIP IT	1/12/2022
US	97216111	SUPER MAT	1/12/2022
US	97217407	ULTRA MAT	1/13/2022
US	97218198	STOW 'N GO	1/13/2022
US	97218209	STUFF 'N SCUFF	1/13/2022
US	97225380	TRAVEL PAL	1/18/2022
US	97541272	3R	8/9/2022
US	97541356	3QTX	8/9/2022
US	97707165	LITECLIK	12/7/2022
US	97707074	3 ACROSS ALL IN ONE	12/7/2022
US	97707019	IMAGINE THE JOURNEY	12/7/2022
US	97707028	SAFE PLUS	12/7/2022
US	97706998	FITS3 ACROSS	12/7/2022
US	97707112	THE ORIGINAL ALL IN ONE	12/7/2022
US	97707129	THE ORIGINAL EXPANDABLE BOOSTER	12/7/2022
US	97707154	3 ACROSS BOOSTER	12/7/2022

**C. Trademark Licenses**None.