

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517665

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ME & MY BIG IDEAS, LLC		03/29/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK, AS AGENT
Street Address:	39200 Six Mile Road
Internal Address:	MC 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	88141514	HAPPY JOURNAL
Serial Number:	88141508	KIND WOMEN ARE THE FUTURE OF WOMANKIND
Serial Number:	88141500	RADIATE POSITIVITY
Serial Number:	88141483	HAPPY NOTES
Serial Number:	87166576	PLAN A HAPPY LIFE
Serial Number:	87928170	THE HAPPY PLANNER KIDS
Registration Number:	5356492	THE HAPPY PLANNER GIRL
Registration Number:	5356490	THE HAPPY PLANNER GIRL
Registration Number:	5347814	HAPPY MEMORY KEEPING
Registration Number:	4965571	THE HAPPY PLANNER
Registration Number:	4965570	CREATE 365
Registration Number:	4176441	MAMBI SHEETS
Registration Number:	4094551	ALPHACHIPS
Registration Number:	4094549	MAMBIKIT
Registration Number:	4106618	MAMBICHIPS
Registration Number:	4094548	MAMBISTICKS
Registration Number:	4777666	ME & MY BIG IDEAS ALBUM IN AN INSTANT
Registration Number:	4573423	CARDS IN AN INSTANT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4526547	POCKET PAGES
Registration Number:	2995695	SO GIRLY!
Registration Number:	2928356	SOFT SPOKEN
Registration Number:	3548804	LIVE CREATIVELY.
Registration Number:	2540478	ME & MY BIG IDEAS
Registration Number:	2540477	ME & MY BIG IDEAS

CORRESPONDENCE DATA

Fax Number: 7349302494
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: 7349302488
Email: ipfilings@bodmanlaw.com
Correspondent Name: Susan M. Kornfield - Bodman PLC
Address Line 1: 201 South Division
Address Line 2: Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	SUSAN M. KORNFIELD
SIGNATURE:	/susan m. kornfield/
DATE SIGNED:	04/05/2019

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 29, 2019 between the undersigned (the “Debtor”) and Comerica Bank, as Agent for the Lenders (as defined below) (“Secured Party”).

WITNESSETH

A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the “Credit Agreement”) by and among MPP THP Acquisition, LLC, a Delaware limited liability company and, following the consummation of the MAMBI Acquisition, me & my BIG ideas, LLC, a Delaware limited liability company, the financial institutions from time to time signatory thereto (individually a “Lender”, and any and all such financial institutions collectively the “Lenders”) and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower (as defined in the Credit Agreement), individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the “Security Agreement”); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, the Debtor does hereby grant to the Secured Party a security interest in all of the following property of the Debtor (the “Trademark Collateral”), whether now owned or hereafter acquired or existing:

(a) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 such intent-to-use trademark application under applicable federal law), and any renewals thereof, including, without limitation, each registration and application identified on **Schedule 1.1** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (c) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(b) all renewals of any of the items described in clause (a);

(c) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark or Trademark registration referred to in **Schedule 1.1** attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 13.10 of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the

terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

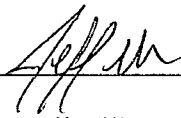
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

ME & MY BIG IDEAS, LLC

By: 

Name: Jeff Mills

Its: Vice President and Assistant Secretary

Signature page to Trademark Security Agreement
(15976230)

sf-4006390

TRADEMARK
REEL: 006610 FRAME: 0896

SECURED PARTY:

COMERICA BANK, as Agent

By: *Laura O'Leary*

Name: Laura O'Leary


Its: SVP


SCHEDULE 1.1

TRADEMARK COLLATERAL

U.S. TRADEMARKS

me & my BIG ideas, LLC (a Delaware limited liability company)

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
HAPPY JOURNAL	88/141514	10/3/18	n/a	n/a
KIND WOMEN ARE THE FUTURE OF WOMANKIND	88/141508	10/3/18	n/a	n/a
RADIATE POSITIVITY	88/141500	10/3/18	n/a	n/a
HAPPY NOTES	88/141483	10/3/18	n/a	n/a
PLAN A HAPPY LIFE	87/166576	9/9/16	n/a	n/a
THE HAPPY PLANNER KIDS	87/928170	5/18/18	n/a	n/a
THE HAPPY PLANNER GIRL	87/330529	2/9/17	5,356,492	12/12/17
	87/330269	2/9/17	5,356,490	12/12/17
HAPPY MEMORY KEEPING	87/330599	2/9/17	5,347,814	11/28/17
THE HAPPY PLANNER	86/473098	12/5/14	4,965,571	5/24/16
CREATE 365	86/473082	12/5/14	4,965,570	5/24/16
MAMBI SHEETS	85/186259	11/29/10	4,176,441	7/17/12
ALPHACHIPS	85/186271	11/29/10	4,094,551	1/31/12
MAMBIKIT	85/186254	11/29/10	4,094,549	1/31/12
MAMBICHIPS	85/186244	11/29/10	4,106,618	2/28/12

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
MAMBISTICKS	85/186234	11/29/10	4,094,548	1/31/12
ME & MY BIG IDEAS ALBUM IN AN INSTANT	85/896650	4/5/13	4,777,666	7/21/15
CARDS IN AN INSTANT	85/928615	5/10/13	4,573,423	7/22/14
POCKET PAGES	85/778833	11/14/12	4,526,547	5/6/14
SO GIRLY!	78/131150	5/24/02	2,995,695	9/13/05
SOFT SPOKEN	78/325722	11/10/03	2,928,356	2/22/05
LIVE CREATIVELY.	77/148893	4/4/07	3,548,804	12/23/08
	76/295367	8/6/01	2,540,478	2/19/02
ME & MY BIG IDEAS	76/295366	8/6/01	2,540,477	2/19/02