

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656343

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MUD PIE, LLC		06/25/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P.		
Street Address:	2001 Ross Ave.,		
Internal Address:	Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5165982	MUD PIE	
Registration Number:	4922804	MUD PIE	
Registration Number:	4509493	MUD PIE	
Registration Number:	3779824	MUD PIE	
Registration Number:	2277216	MUD PIE	
Registration Number:	4965837	HAPPY EVERYTHING	
Serial Number:	90136044	MUD PIE	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	14868.515056		

OP \$190.00 5165982

NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	06/28/2021
Total Attachments: 6 source=Mud Pie - Trademark Security Agreement [Executed]#page1.tif source=Mud Pie - Trademark Security Agreement [Executed]#page2.tif source=Mud Pie - Trademark Security Agreement [Executed]#page3.tif source=Mud Pie - Trademark Security Agreement [Executed]#page4.tif source=Mud Pie - Trademark Security Agreement [Executed]#page5.tif source=Mud Pie - Trademark Security Agreement [Executed]#page6.tif	

REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT, DATED AS OF JUNE 25, 2021, AMONG TRUIST BANK, AS THE REVOLVING AGENT (AS DEFINED THEREIN), GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., AS THE TERM LOAN AGENT (AS DEFINED THEREIN), MUD PIE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, JUDD MILLER HOLDING CORPORATION (“HOLDINGS”), A GEORGIA CORPORATION, AND THE SUBSIDIARIES OF HOLDINGS NAMED THEREIN (AS AMENDED, MODIFIED, RESTATED, AMENDED AND RESTATED OR SUPPLEMENTED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”). EACH PERSON THAT BENEFITS FROM THE SECURITY HEREUNDER, BY ACCEPTING THE BENEFITS OF THE SECURITY PROVIDED HEREBY, (I) CONSENTS (OR IS DEEMED TO CONSENT), TO THE SUBORDINATION OF LIENS PROVIDED FOR IN THE INTERCREDITOR AGREEMENT, (II) AGREES (OR IS DEEMED TO AGREE) THAT IT WILL BE BOUND BY, AND WILL TAKE NO ACTIONS CONTRARY TO, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, (III) AUTHORIZES (OR IS DEEMED TO AUTHORIZE) THE TERM LOAN AGENT ON BEHALF OF SUCH PERSON TO ENTER INTO, AND PERFORM UNDER, THE INTERCREDITOR AGREEMENT AND (IV) ACKNOWLEDGES (OR IS DEEMED TO ACKNOWLEDGE) THAT A COPY OF THE INTERCREDITOR AGREEMENT WAS DELIVERED, OR MADE AVAILABLE, TO SUCH PERSON.

NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT, THE LIENS CREATED HEREBY AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 25, 2021, (this “**Agreement**”) by **MUD PIE, LLC**, a Delaware limited liability company (“**Grantor**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for Lenders.

WITNESSETH:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of June 25, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **MUD PIE, LLC**, a Delaware limited liability company (“**Company**”), as borrower, **JUDD MILLER HOLDING CORPORATION**, a Georgia corporation (“**Holdings**”) and certain of their respective Subsidiaries, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”), and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Administrative Agent, Collateral Agent and Lead Arranger, the Lenders have agreed to make certain Loans to the Company;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement dated as of June 25, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby grants to Collateral Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto but excluding 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;
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
 - (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.
3. **SECURITY AGREEMENT**. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.
4. **GRANTOR REMAINS LIABLE**. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.
5. **COUNTERPARTS**. This Trademark Security Agreement 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

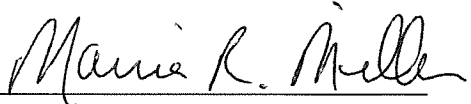
agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
7. GOVERNING LAW. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


MUD PIE, LLC

By: 
Name: Marcia R. Miller
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.
as the Collateral Agent

By:

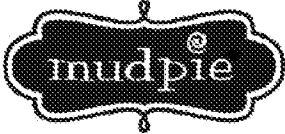

Name: Greg Watts
Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007337 FRAME: 0726

Schedule I

I. Trademarks

Trademark	Owner	Serial No.	Filing Date	Reg. No.	Reg. Date
MUD PIE	Mud Pie, LLC	90136044	8/25/2020	--	--
	Mud Pie, LLC	87137134	8/12/2016	5165982	3/21/2017
MUD PIE	Mud Pie, LLC	86721657	8/11/2015	4922804	3/22/2016
Mud Pie	Mud Pie, LLC	85926688	5/8/2013	4509493	4/8/2014
MUD PIE	Mud Pie, LLC	76696029	2/25/2009	3779824	4/27/2010
MUD PIE	Mud Pie, LLC	75373281	10/15/1997	2277216	9/14/1999
HAPPY EVERYTHING	Mud Pie, LLC	86537690	2/17/2015	4965837	5/24/2016

II. Trademark Licenses

License Name	Name and Address of Licensor	Purpose
Trademark License Agreement between Mud Pie, LLC as Licensor and Beggernaut, LLC as Licensee dated June 20, 2018	Mud Pie, LLC (as licensor) Beggernaut, LLC (as Licensee)	Operation of retail stores for children's apparel