

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CUTIE PIE BABY, INC.		05/18/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5892438	SANDY & SIMON	
Registration Number:	5701760	SANDY & SIMON	
Registration Number:	5571777	LE TOP BÉBÉ	
Registration Number:	4352918	BG BABY GEAR	
Registration Number:	4316158	CHICK PEA	
Registration Number:	4316105	CUTIE PIE	
Registration Number:	3374461	RABBIT MOON	
Registration Number:	3782044	MINI MUFFIN	
Registration Number:	3368936	KYLE & DEENA	
Registration Number:	3510356	CUTIE PIE	
Registration Number:	4177410	LE TOP	
Registration Number:	2394174	CUTIE PIE	
Registration Number:	2212917	BABYWORKS	
Registration Number:	1945601	LE TOP BABY	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		

OP \$365.00 5892438

Email: jade.tanks@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Jessica Hildebrandt

SIGNATURE: /Jessica Hildebrandt/

DATE SIGNED: 05/19/2022

Total Attachments: 7

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source=Trademark Security Agreement (JPM Cutie Pie Baby) [Executed]#page2.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CUTIE PIE BABY, INC.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: NY
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 18, 2022

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMORGAN CHASE BANK, N.A.

Street Address: 383 Madison Avenue

City: New York

State: NY

Country: USA Zip: 10017

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s) _____

See Attached Schedule 1

See Attached Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Attached Schedule 1

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jessica Hildebrandt

Internal Address: Otterbourg P.C.

Street Address: 230 Park Ave.

City: New York

State: NY Zip: 10169

Phone Number: 212-905-3670

Docket Number: _____

Email Address: jhildebrandt@otterbourg.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



5/18/2022

Signature

Date

Jessica Hildebrandt

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of May 18, 2022, is made by the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and JPMORGAN CHASE BANK, N.A. (the "Lender").

Grantors, certain of their affiliates and the Lender are entering into an Amended and Restated Credit Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Credit Agreement"). In order to induce the Lender to enter into and extend credit to Grantors under the Credit Agreement, Grantors are entering into that certain Amended and Restated Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Security Agreement"). Pursuant to the Security Agreement, Grantors are required to execute and deliver to the Lender this Trademark Security Agreement.

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, Grantors hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement or, if not otherwise defined in the Security Agreement, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to the Lender, for the benefit of the Secured Parties, a continuing first priority security interest in all of Grantors' 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, including those referred to on Schedule 1 hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law; provided further, that "Trademark Collateral" shall include any proceeds of any such "intent to use" trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Lender 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 of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Lender and Grantors.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of New York.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[Signature pages follow]

The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

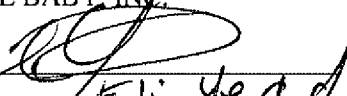
GRANTOR:

CUTIE PIE BABY, INC.

By: _____

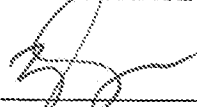
Name: _____

Title: _____


Eli Yodanis
president

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.

By: 
Name: John J Lee
Title: Authorized Signatory


[Signature Page to Trademark Security Agreement (Cutie Pie)]

SCHEDULE 1

to

TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

<u>Owner</u>	<u>Name</u>	<u>Country</u>	<u>Registration #</u>	<u>Date Filed:</u> <u>Date Reg. Issued</u>
Cutie Pie Baby, Inc.	Trademark: SANDY & SIMON	US	5892438	Filed: 07/05/2018 Reg. Issued: 10/22/2019
Cutie Pie Baby, Inc.	Trademark: SANDY & SIMON	US	5701760	Filed: 07/05/2018 Reg. Issued: 08/22/2006
Cutie Pie Baby, Inc.	Trademark: LE TOP BÉBÉ	US	5571777	Filed: 12/19/2017 Reg. Issued: 09/25/2018
Cutie Pie Baby, Inc.	Trademark: BG BABY GEAR 	US	4352918	Filed: 08/02/2012 Reg. Issued: 06/18/2013
Cutie Pie Baby, Inc.	Trademark: CHICK PEA	US	4316158	Filed: 06/27/2012 Reg. Issued: 04/09/2013
Cutie Pie Baby, Inc.	Trademark: CUTIE PIE	US	4316105 International registration #: 1132743	Filed: 06/13/2012 Reg. Issued: 04/09/2013
Cutie Pie Baby, Inc.	Trademark: RABBIT MOON	US	3374461 International registration #: 1574153	Filed: 11/16/2005 Reg. Issued: 01/22/2008
Cutie Pie Baby, Inc.	Trademark: MINI MUFFIN	US	3782044 International registration #: 1295651	Filed: 09/04/2008 Reg. Issued 04/27/2010
Cutie Pie Baby, Inc.	Trademark: KYLE & DEENA	US	3368936	Filed: 05/14/2007 Reg. Issued: 01/15/2008

Cutie Pie Baby, Inc.	Trademark: CUTIE PIE	US	3510356	Filed: 07/17/2006 Reg. Issued: 10/07/2008
Cutie Pie Baby, Inc.	Trademark: LE TOP	US	4177410	Filed: 11/10/2011 Reg. Issued: 07/24/2012
Cutie Pie Baby, Inc.	Trademark: CUTIE PIE	US	2394174	Filed: 12/02/1998 Reg. Issued: 10/10/2000
Cutie Pie Baby, Inc.	Trademark: BABYWORKS	US	2212917 International registration #: 1132198	Filed: 11/13/1997 Reg. Issued: 12/22/1998
Cutie Pie Baby, Inc.	Trademark: LE TOP BABY	US	1945601	Filed: 01/17/1995 Reg. Issued: 01/02/1996