

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TMI174149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TCP Brands, LLC		04/16/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Wells Fargo Bank, National Association		
Street Address:	125 High Street, 11th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: MASSACHUSETTS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	7095183	BE UR TRUE SELF!	
Registration Number:	7151809		
Registration Number:	7152614	GYMBOREE PLAYPROOF	
CORRESPONDENCE DATA			
Fax Number:	6175025002		
<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:	6172485000		
Email:	PATENTDOCKET@CHOATE.COM		
Correspondent Name:	Choate, Hall & Stewart LLP		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2009985-0143		
NAME OF SUBMITTER:	CAROLINE LAWLOR		
SIGNATURE:	CAROLINE LAWLOR		
DATE SIGNED:	04/18/2024		
Total Attachments: 5			
source=Wells - TCP - Seventh Amendment - Security Interest in Trademarks#page1.tif			
source=Wells - TCP - Seventh Amendment - Security Interest in Trademarks#page2.tif			

OP \$90.00.00 97975753

source=Wells - TCP - Seventh Amendment - Security Interest in Trademarks#page3.tif

source=Wells - TCP - Seventh Amendment - Security Interest in Trademarks#page4.tif

source=Wells - TCP - Seventh Amendment - Security Interest in Trademarks#page5.tif

GRANT OF SECURITY INTEREST
IN TRADEMARKS

April 16, 2024

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of the entities listed on the signature pages hereto as “Grantors” (each a “Grantor” and collectively the “Grantors”), hereby grants to **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent and collateral agent for itself and certain other credit parties (in such capacity, the “Grantee”), a continuing security interest in (i) all of such Grantor’s right, title and interest in, to and under the Trademarks (as defined in the Security Agreement referred to below) exclusively owned by it, including without limitation those Trademarks set forth on Schedule A attached hereto (the foregoing, collectively the “Marks”), (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same. Notwithstanding the foregoing, the Marks shall exclude any Marks consisting of intent-to-use trademark applications for as long as, and to the extent that, granting an assignment therein may affect or impair the validity or enforceability of any such intent-to-use trademark applications or any registration issuing from such intent-to-use trademark applications.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations (as defined in the Second Amended and Restated Security Agreement by, among others, the Grantors and the Grantee, dated as of October 5, 2020 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “Security Agreement”)) of each Grantor. This grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This grant and any claims, controversy, dispute or

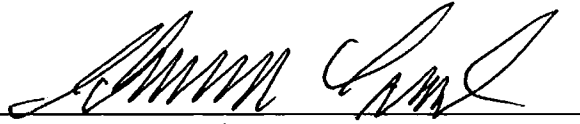
cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this grant and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this grant as of the date above first written.

GRANTOR:

TCP BRANDS, LLC

By: 


Name: Sheamus Toal
Title: President and Treasurer

[Signature Page to Grant of Security Interest in United States Trademarks]

TRADEMARK
REEL: 008403 FRAME: 0482

GRANTEE:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 
Name: Emily J. Abrahamson
Title: Authorized Signatory

[Signature Page to Grant of Security Interest in United States Trademarks]

TRADEMARK
REEL: 008403 FRAME: 0483

SCHEDULE A

U.S. TRADEMARKS

Mark	Application No.	Registration No.	Filed Date	Owner
BE UR TRUE SELF! & Design	97975753	7095183	August 31, 2021	TCP Brands, LLC
Crescent Moon Logo	90980122	7151809	April 15, 2021	TCP Brands, LLC
GYMBOREE PLAYPROOF (Child)	97975865	7152614	October 18, 2021	TCP Brands, LLC