

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM1204102

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BreathableBaby, LLC		04/30/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	MidCap Funding IV Trust, as Agent		
<b>Street Address:</b>	7255 Woodmont Avenue, Suite 300*		
<b>Internal Address:</b>	c/o MidCap Financial Services, LLC		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	statutory trust : DELAWARE		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4407652	BREATHABLEBABY	
<b>Registration Number:</b>	4281548	A.C.T.	
<b>Registration Number:</b>	4467015	BREATHABLESACK	
<b>Registration Number:</b>	3419804	BREATHABLEBABY	
<b>Registration Number:</b>	4102605	BREATHABLEBABY	
<b>Registration Number:</b>	6486843	BREATHABLEBABY FOR SAFE SLEEP	
<b>Registration Number:</b>	4990580	RAILGUARD	
<b>Registration Number:</b>	6852467	BB&CO	
<b>Registration Number:</b>	7063878	BB&CO	
<b>Registration Number:</b>	7296702	RAILGUARD	
<b>Registration Number:</b>	6356911	SAFESLEEPBABY	
<b>Registration Number:</b>	6493909	BREATHABLEBABY FOR SAFE SLEEP	
<b>Registration Number:</b>	6356910	SAFESLEEPBABY	
<b>Registration Number:</b>	6584097	SAFESLEEPBABY	
<b>Registration Number:</b>	6493907	SIMPLE. SMART. SAFE SLEEP	
<b>Registration Number:</b>	6486842	BREATHABLEBABY FOR SAFE SLEEP	
<b>Registration Number:</b>	6296089	BREATHABLEBABY	
<b>Registration Number:</b>	6828081	A.C.T.	
		<b>TRADEMARK</b>	

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Property Type	Number	Word Mark
Registration Number:	6584007	SIMPLE. SMART. SAFE SLEEP
Registration Number:	6584008	SIMPLE. SMART. SAFE SLEEP
Registration Number:	7063877	BB&CO
Registration Number:	7076388	BREATHABLEBABY
Registration Number:	4686055	AIRFLOWBABY
Registration Number:	4724436	BREATHABLEBABY

**CORRESPONDENCE DATA**

**Fax Number:** 3128637867  
*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:** 3128637267  
**Email:** jaclyn.digrande@goldbergkohn.com  
**Correspondent Name:** Jaclyn DiGrande  
**Address Line 1:** Goldberg Kohn Ltd.  
**Address Line 2:** 55 E Monroe St., Ste 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	6605.107
<b>NAME OF SUBMITTER:</b>	Jaclyn Di Grande
<b>SIGNATURE:</b>	Jaclyn Di Grande
<b>DATE SIGNED:</b>	05/01/2024

**Total Attachments: 11**  
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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (the "**Agreement**") made as of April 30, 2024, by BREATHABLEBABY, LLC, a Delaware limited liability company ("**Grantor**") in favor of MIDCAP FUNDING IV TRUST, a Delaware statutory trust, as administrative agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "**Grantee**");

### RECITALS

A. Grantor, certain Affiliates of Grantor, Grantee and Lenders are parties to that certain Credit and Security Agreement dated as June 8, 2023 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**"), providing for extension of credit to be made to Grantor and/or one of its Affiliates by Lenders.

B. Pursuant to the terms of the Credit Agreement and certain other Security Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications), whether in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or in any similar office or agency of the United States or Canada, any state, province or territory thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, "**Trademarks**"), (iii) any agreement, written or oral, providing for the grant by or to Grantor of any right to use any Trademark (collectively, the "**Trademark Licenses**"), (iv) the goodwill of the business symbolized by Grantor's Trademarks, and (v) all products and proceeds thereof, to secure the payment of all Obligations owing by Grantor or any other Credit Party under the Credit Agreement or other Security Document, in each case, other than Excluded Property.

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

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or

lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents of, a continuing security interest in Grantor's entire right, title and interest in and to the following other than Excluded Property (all of the following items or types of property other than Excluded Property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing and hereafter created, acquired or arising:

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. If requested by Agent, Grantor shall (i) provide Grantee a listing of any new Trademark or Trademark License (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule A to any other supplement delivered to Grantee in accordance with this paragraph, "**New Trademarks**") acquired during the fiscal month corresponding to such financial statement and (ii) deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule A thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office and the Canadian Intellectual Property Office.

4. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all issued Trademarks and pending trademark applications (other than any "intent to use" trademark applications), owned by Grantor as of the date hereof.

5. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement or any other Security Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of New York from time to time.

6. GOVERNING LAW. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

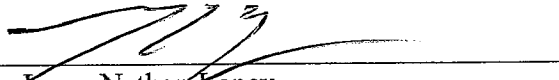
7. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

(Signature Pages Follow)

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

**GRANTOR:**

**BREATHABLEBABY, LLC**, a Delaware limited liability company

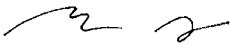
By:   
Name: ~~Larry Nathan Laney~~  
Title: Chief Financial Officer

Accepted and agreed to as of the date first above written.

GRANTEE: MIDCAP FUNDING IV TRUST, a Delaware statutory trust

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP,  
LLC, its general partner

By:  \_\_\_\_\_

Name: Maurice Amsellem

Title: Authorized Signatory

**Schedule 1**

**Trademarks**

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>STATUS</b>	<b>REGISTRATION NUMBER</b>	<b>REGIS. DATE</b>
BREATHABLEBABY	85476213	Registered	4407652	9/24/13
A.C.T.	85478094	Registered	4281548	1/29/13
BREATHABLESACK	85561311	Registered	4467015	1/14/14
BREATHABLEBABY	78457511	Registered	3419804	4/29/08
BREATHABLEBABY	85451022	Registered	4102605	2/21/12
BREATHABLEBABY FOR SAFE SLEEP	88514941	Registered	6486843	9/14/21
RAILGUARD	86593335	Registered	4990580	6/28/16
BB&CO	97185104	Registered	6852467	9/20/22
BB&CO	97975436	Registered	7063878	5/23/23
RAILGUARD	97470441	Registered	7296702	2/06/24
SAFESLEEPBABY	88669572	Registered	6356911	5/18/21
BREATHABLEBABY FOR SAFE SLEEP	88514904	Registered	6493909	9/21/21
SAFESLEEPBABY	88669551	Registered	6356910	5/18/21
SAFESLEEPBABY	88669564	Registered	6584097	12/07/21
SIMPLE.SMART.SAFE SLEEP	88514841	Registered	6493907	9/21/21
BREATHABLEBABY FOR SAFE SLEEP	88514892	Registered	6486842	9/14/21
BREATHABLEBABY	88514782	Registered	6296089	3/16/21
A.C.T.	88514798	Registered	6828081	8/23/22
SIMPLE.SMART.SAFE SLEEP	88514807	Registered	6584007	12/07/21
SIMPLE.SMART.SAFE SLEEP	88514850	Registered	6584008	12/07/21
BB&CO	97975434	Registered	7063877	5/23/23
BREATHABLEBABY	90979381	Registered	7076388	6/06/23
AIRFLOWBABY	86975484	Registered	4686055	2/10/15
BREATHABLEBABY	85983457	Registered	4724436	4/21/15
BREATHABLEBABY	2168236	Formalized	N/A	2/23/22 (Filing Date)
BREATHABLEBABY	1555304	Registered	TMA895483	1/30/15



**EXHIBIT A**

**SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

**THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT** (the "**Supplement**") made as of this \_\_ day of \_\_\_\_\_, 20\_\_ by [\_\_\_\_\_] a [\_\_\_\_\_] ("**Grantor**"), in favor of MIDCAP FUNDING IV TRUST, a Delaware statutory trust, in its capacity as Agent for the Lenders party to the Credit Agreement (as defined in the Trademark Agreement) (together with its successors and assigns, "**Grantee**");

W I T N E S S E T H:

**WHEREAS**, Grantor, certain Affiliates of Grantor, Grantee and certain financial institutions are parties to that certain Credit and Security Agreement dated as of June 8, 2023 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

**WHEREAS**, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of June 8, 2023 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Agreement**"); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement);

**WHEREAS**, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Obligations a security interest in and to all of Grantor's now existing and hereafter New Trademarks and all proceeds thereof; and

**WHEREAS**, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Trademark Office and the Canadian Intellectual Property Office.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of

the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule A sets forth a full, complete and correct list of all issued New Trademarks and pending applications for Trademarks owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. GOVERNING LAW. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

8. This Supplement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Supplement. Delivery of an executed counterpart of this Supplement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Supplement.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, intending to be legally bound, the undersigned have duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

**GRANTOR:**

[ \_\_\_\_\_ ], a [ \_\_\_\_\_ ]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and agreed to as of the date first above written.

**GRANTEE:**

**MIDCAP FUNDING IV TRUST**, a Delaware  
statutory trust

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP,  
LLC, its general partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Signatory

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT  
DATED \_\_\_\_\_**

**Trademark Applications**

<b>Trademark/Service Mark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Goods/Services</b>

**Trademarks**

<b>Trademark/Service Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Goods/Services</b>