

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1212542

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Halo Dream, Inc.		04/30/2024	Corporation: NEW YORK
RECEIVING PARTY DATA			
Company Name:	MidCap Funding IV Trust, as Agent		
Street Address:	7255 Woodmont Avenue, Suite 300*		
Internal Address:	c/o MidCap Financial Services, LLC, as servicer		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	statutory trust: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	7161760	SWADDLESURE	
Registration Number:	7185457	DREAMWEAVE	
Registration Number:	7165003	BASSINEST FLEX	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn DiGrande		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St. Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6605.107		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	Jaclyn Di Grande		
DATE SIGNED:	05/06/2024		
Total Attachments: 5			

OP \$90.00.00 97518328

source=Halo - Supplement to Trademark Agreement#page1.tif
source=Halo - Supplement to Trademark Agreement#page2.tif
source=Halo - Supplement to Trademark Agreement#page3.tif
source=Halo - Supplement to Trademark Agreement#page4.tif
source=Halo - Supplement to Trademark Agreement#page5.tif

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "**Supplement**") made as of this 30th day of April, 2024 by Halo Dream, Inc., a New York corporation ("**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, to secure the Obligations Grantor has granted to Grantee 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 Patent and Trademark 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 renewals 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 (excluding, for the avoidance of doubt, any "intent to use" trademark applications) 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 Security 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.

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 Pages]

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

GRANTOR:

HALO DREAM, INC., a New York corporation

By: 

Name: Larry Nathan Laney

Title: Chief Financial Officer and Secretary

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 A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED APRIL 30, 2024**

Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services
SWADDLESURE	7161760	9/12/2023	
DREAMWEAVE	7185457	10/10/2023	
BASSINEST FLEX	7165003	9/12/2023	