

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fridababy, LLC		10/03/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Triangle Mezzanine Fund II LP		
Street Address:	3700 Glenwood Avenue		
Internal Address:	Suite 530		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86647745	THE FUSS STOPS HERE	
Serial Number:	87118497	FRIDABABY	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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:	(919) 838-2034		
Email:	pkarmire@smithlaw.com		
Correspondent Name:	Smith Anderson Law/Perky L. Karmire		
Address Line 1:	150 Fayetteville Street		
Address Line 2:	Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27540		
NAME OF SUBMITTER:	Perky L. Karmire		
SIGNATURE:	/Perky L. Karmire/		
DATE SIGNED:	10/04/2016		
Total Attachments: 4			
source=FridaBaby Trademark Security Agreement (Execution)#page1.tif			
source=FridaBaby Trademark Security Agreement (Execution)#page2.tif			

OP \$65.00 86647745

source=FridaBaby Trademark Security Agreement (Execution)#page3.tif

source=FridaBaby Trademark Security Agreement (Execution)#page4.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 3, 2016, by and between FRIDABABY, LLC, a Delaware limited liability company (the "Grantor"), having its chief executive office at 82 NE 26th Street, Miami, Florida 33127, and TRIANGLE MEZZANINE FUND II LP, a Delaware limited partnership, as collateral agent (in such capacity, the "Secured Party"), for the ratable benefit of itself and the other Holders from time to time party to the Note Purchase Agreement dated as of October 3, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and among FridaBaby Holdings, LLC, Grantor, the Holders from time to time party thereto and the Secured Party.

This Agreement is executed pursuant to the terms of (a) the Purchase Agreement and (b) the Guarantee, Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee, Pledge and Security Agreement") executed by the Grantor (and the other Grantors named therein) in favor of the Secured Party, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Guarantee, Pledge and Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party, for the ratable benefit of the Holders, a security interest in all of the Grantor's right, title and interest in, to and under the following Collateral, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark; and
- (iii) all proceeds of the foregoing.

The rights and remedies of the Grantee and the other Secured Parties with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Guarantee, Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Guarantee, Pledge and Security Agreement, the provisions of the Guarantee, Pledge and Security Agreement shall govern. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without giving effect to conflict of laws principles thereof.

Grantee's address is 3700 Glenwood Avenue, Suite 530, Raleigh, North Carolina 27612.

IN WITNESS WHEREOF, Grantors have caused this Security Agreement to be duly executed by their officers thereunto duly authorized as of the ____ day of _____, 2016.

FRIDABABY, LLC

By: 

Name: Chelsea Hirschhorn

Title: Chief Executive Officer


[Signature Page to FridaBaby Trademark Security Agreement]

TRADEMARK
REEL: 005891 FRAME: 0004

Agreed and Accepted as of the date first above written.

TRIANGLE MEZZANINE FUND II LP
as Secured Party

By: New Triangle GP, LLC, its general partner
By: Triangle Capital Corporation, its manager

By: 
Name: GORDON GRAVES
Title: VICE PRESIDENT

SCHEDULE A TO SECURITY AGREEMENT

TRADEMARKS

	Mark	Jurisdiction	App No./ App Date	Reg. No./ Reg. Date
1	THE FUSS STOPS HERE	US	86647745 6/1/2015	N/A
2	FRIDABABY	US	87118497 7/27/2016	N/A