

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547929

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Breathablebaby, LLC, a Delaware limited liability company		09/20/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Accord Financial, inc., a delaware corporation
Street Address:	108 WEST 13TH ST
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4281548	A.C.T.
Registration Number:	4686055	AIRFLOWBABY
Registration Number:	4344362	BREATHABLE
Registration Number:	4102605	BREATHABLEBABY
Registration Number:	4407652	BREATHABLEBABY
Registration Number:	4724436	BREATHABLEBABY
Registration Number:	3419804	BREATHABLEBABY
Registration Number:	4423226	BREATHABLES
Registration Number:	4973345	BREATHABLES
Registration Number:	4467015	BREATHABLESACK
Registration Number:	4990580	RAILGUARD

CORRESPONDENCE DATA

Fax Number:

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: 312-456-0189

Email: zlevi@rsplaw.com

Correspondent Name: Zachary Levi

OP \$290.00 4281548

Address Line 1: 180 N. Lasalle
Address Line 2: ste 3300
Address Line 4: chicago, ILLINOIS 60601

NAME OF SUBMITTER: Zack Levi

SIGNATURE: /Zack Levi/

DATE SIGNED: 11/04/2019

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of September 20, 2019 by and between BREATHABLEBABY, LLC, a Delaware limited liability company (the "Grantor"), in favor of ACCORD FINANCIAL, INC., a Delaware corporation (together with its successors and permitted assigns, "Accord"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Financing Agreements (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain (i) Master Purchase and Sale Agreement and Addendum thereto; (ii) Revolving Secured Note and Financing Agreement (Inventory); and (iii) Overadvance Note and Security Agreement, each dated as of the date hereof (as the same may hereafter be amended, modified, extended or restated from time to time, collectively referred to as the "Financing Agreements") by and among Grantor and Accord, Accord has agreed to make certain loans and other financial accommodations for the benefit of the Grantor

NOW, THEREFORE, 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, Grantor hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Financing Agreements.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Accords' Obligations, Grantor hereby grant to Accord a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule I 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 foregoing, including, without limitation, any claim by Grantors 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 SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests in the Collateral granted to Accord pursuant to the Financing Agreements. Grantor hereby acknowledge and affirm that the rights and remedies of Accord with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Financing Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Accord and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of South Carolina.

8. FORUM SELECTION AND CONSENT TO JURISDICTION. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, SHALL, IN ACCORD'S SOLE DISCRETION, BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE SOUTH CAROLINA UNITED STATES DISTRICT COURT OR THE STATE COURT IN THE COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA; PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE ACCORD FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION. THE ACCORD HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE SOUTH CAROLINA UNITED STATES DISTRICT COURT AND THE STATE COURT OF THE COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. THE ACCORD FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY NATIONALLY RECOGNIZED COURIER OR BY PERSONAL SERVICE. THE ACCORD HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

9. WAIVER OF JURY TRIAL. ACCORD AND THE ACCORD, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE OBLIGATIONS, THE COLLATERAL, OR ANY OTHER AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH ACCORD AND THE ACCORD ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ACCORD GRANTING ANY FINANCIAL ACCOMMODATION TO THE ACCORD.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BREATHABLEBABY, LLC,
a Delaware limited liability company

By: 
Name: Robb Van Dell
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

ACCORD FINANCIAL, INC.
a Delaware corporation

By _____
Name: _____
Title: _____

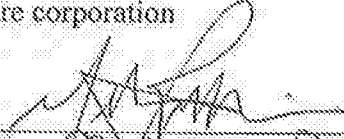
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BREATHABLEBABY, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

ACCORD FINANCIAL, INC.,
a Delaware corporation

By: 
Name: Matthew Papasian
Title: Sr. Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

EXHIBIT A

U.S. Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Goods
A.C.T.	US	4281548	January 29, 2013	International Class 24 - crib liners, namely, mesh crib bumpers International Class 25 - infant wearable blankets
AIRFLOWBABY	US	4686055	February 10, 2015	International Class 24 - mesh crib liners for covering crib slats
BREATHABLE	US	4344362	May 28, 2013	International Class 24 - crib accessories, namely, crib liners, crib pads, and crib bumpers
BREATHABLEBABY	US	4102605	February 21, 2012	International Class 25 - infant wearable blankets
BREATHABLEBABY	US	4407652	September 24, 2013	International Class 24 - swaddle blankets; and security blankets, namely, children's blankets International Class 25 - swaddle wraps, namely, infant wearable blankets
BREATHABLEBABY	US	4171717	July 10, 2012	International Class 24 - bed dust ruffles and bed skirts
BREATHABLEBABY	US	4724436	April 21, 2015	International Class 24 - mattress pads, mattress covers, crib skirts, diaper changing pad covers not of paper

Mark	Jurisdiction	Registration Number	Registration Date	Goods
BREATHABLEBABY	US	3419804	April 29, 2008	International Class 24 - crib accessories, namely, crib pads, crib bumpers, crib bumper pads, crib liners, and crib canopies; mattress pads; mattress covers; contoured mattress covers; bed sheets; contoured bed sheets; pillow cases; pillow covers; pillow shams; diaper changing pads not of paper; burp pads not of paper; bed and crib blankets; receiving blankets; and comforters
BREATHABLES and Design	US	4423226	October 22, 2013	International Class 28 - plush toy animals; crib toys; infant toys
BREATHABLES and Design	US	4973345	June 7, 2016	International Class 28 - pet toys
BREATHABLESACK	US	4467015	January 14, 2014	International Class 25 - infant wearable blankets
RAILGUARD	US	4990580	June 28, 2016	International Class 24 - unfitted fabric crib rail covers and liners; unfitted crib rail covers and liners, both not made of paper

TRADEMARK APPLICATIONS

**NOTICE OF
GRANT OF SECURITY INTEREST
IN TRADEMARKS**

Dated: : September 20, 2019

United States Patent and Trademark Office

Ladies and Gentlemen:

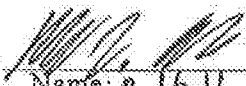
Please be advised that pursuant to a certain Trademark Security Agreement dated as of the date hereof (as the same may hereafter be amended, modified, extended or restated from time to time, the "Trademark Security Agreement") by and among BreathableBaby, LLC, a Delaware limited liability company ("Grantor") and Accord Financial, Inc., a Delaware corporation (together with its successors and assigns, "Accord"), Grantor has granted to Accord a continuing security interest in and continuing lien upon, among other things, the trademarks set forth on Exhibit A hereto.

Grantor and Accord hereby acknowledge and agree that the security interest in the foregoing trademarks (i) may only be terminated in accordance with the terms of the Trademark Security Agreement, and (ii) is not to be construed as an assignment of any trademark.

[Remainder of page intentionally blank;
signature page follows]

IN WITNESS WHEREOF, this Notice of Grant of Security Interest in Trademarks has been duly executed by the Grantor as of the date first above written.

BREATHABLEBABY, LLC,
a Delaware limited liability company

By: 
Name: Robb Van Dell
Title: CFO

Acknowledged and accepted:

ACCORD FINANCIAL, INC.,
a Delaware corporation

By: _____
Name:
Title:

[Signature Page to Notice of Grant of Security Interest in Trademarks]

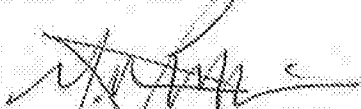
IN WITNESS WHEREOF, this Notice of Grant of Security Interest in Trademarks has been duly executed by the Grantor as of the date first above written.

BREATHABLEBABY, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

Acknowledged and accepted:

ACCORD FINANCIAL, INC.
a Delaware corporation

By: 
Name: Matthew Panosian
Title: Sr. Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks]

EXHIBIT A

U.S. TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Registration Number	Registration Date	Goods
AIRFLOWBABY	US	4680655	February 10, 2015	International Class 24 -- mesh crib liners for covering crib slats
BREATHABLE	US	4344362	May 28, 2013	International Class 24 -- crib accessories, namely, crib liners, crib pads, and crib bumpers
BREATHABLEBABY	US	4102605	February 21, 2012	International Class 25 -- infant wearable blankets
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BREATHABLEBABY	US	4171717	July 10, 2012	International Class 24 -- bed dust ruffles and bed skirts
BREATHABLEBABY	US	4724436	April 21, 2015	International Class 24 -- mattress pads, mattress covers, crib skirts, diaper changing pad covers not of paper
BREATHABLEBABY	US	3419804	April 29, 2008	International Class 24 -- crib accessories, namely, crib pads, crib bumpers, crib bumper pads, crib liners, and crib canopies; mattress pads; mattress covers; contoured mattress covers; bed sheets; contoured bed sheets; pillow cases; pillow covers; pillow shams; diaper changing pads not of paper; burp pads not of paper; bed and crib blankets; receiving blankets; and comforters