

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM557383

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Britax Child Safety, Inc.		01/09/2020	Corporation: SOUTH CAROLINA

## RECEIVING PARTY DATA

<b>Name:</b>	Cortland Capital Market Services LLC, as Collateral Agent
<b>Street Address:</b>	225 W. Washington Street, 9th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	2322179	ROUNDAABOUT
Registration Number:	2322214	VERSA-TETHER
Registration Number:	3990960	SAFECELL
Registration Number:	4773853	
Registration Number:	3023749	PARKWAY
Registration Number:	3115320	BOULEVARD
Registration Number:	3752662	ADVOCATE
Registration Number:	3673492	CHAPERONE
Registration Number:	3570632	FRONTIER
Registration Number:	4401391	MOTION
Registration Number:	4589259	AFFINITY
Registration Number:	4376098	MARATHON
Registration Number:	3920962	B-NIMBLE
Registration Number:	3920963	B-READY
Registration Number:	4007122	SAFECELL TECHNOLOGY
Registration Number:	3877136	COWMOOFLAGE
Registration Number:	4091983	B-AGILE
Registration Number:	4054124	B-SAFE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4400609	PIONEER
Registration Number:	4404306	PINNACLE
Registration Number:	4644268	CLICKTIGHT
Registration Number:	5541697	SKYLINE
Registration Number:	5520725	ENDEAVOURS
Registration Number:	5644407	BLAZE
Registration Number:	5515092	RAMBLER
Registration Number:	5515152	B-MOBILE
Registration Number:	5515211	ALLEGIANCE
Registration Number:	5515212	EMBLEM
Registration Number:	5572015	PATHWAY
Registration Number:	5667419	B-LIVELY
Registration Number:	5836047	DUALFIT
Registration Number:	5846697	THERMO5
Serial Number:	88387573	ONE4LIFE

**CORRESPONDENCE DATA**

**Fax Number:** 2028357586

*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:** 202-835-7500

**Email:** dcip@milbank.com

**Correspondent Name:** Javier J. Ramos

**Address Line 1:** 1850 K Street, NW, Suite 1100

**Address Line 2:** Milbank, LLP

**Address Line 4:** Washington, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	44811.00001
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos
<b>SIGNATURE:</b>	/Javier J. Ramos/
<b>DATE SIGNED:</b>	01/14/2020

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

WHEREAS, Britax Child Safety, Inc., a South Carolina corporation (herein referred to as the “Grantor”) owns the Intellectual Property Collateral (as defined below);

WHEREAS, pursuant to (i) a Security Agreement dated as of January 9, 2020 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”) (all capitalized terms used but not defined herein shall have the meanings specified in the Security Agreement) entered into between, among others, the Grantor and the Security Agent and (ii) certain other documents related thereto (including this Intellectual Property Security Agreement, referred to herein as this “IP Security Agreement”), the Grantor has secured the Secured Obligations by granting to the Security Agent as security agent for the Secured Parties (as defined in the Intercreditor Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Intellectual Property Collateral”), whether now owned or existing or hereafter acquired or arising:

- (i) each Copyright, Patent and Trademark owned by the Grantor, including, without limitation, each Patent and Trademark referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) each Copyright, Patent, Trademark and License to which the Grantor is a party, and all of the goodwill of the business connected with the use of, or symbolized by, each applicable Trademark;
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Copyright, Patent, or Trademark owned by the Grantor (including, without limitation, any Patent and Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and
- (iv) all rights and benefits of the Grantor under any Copyright, Patent, Trademark or License.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in

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the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Each party hereto agrees that any suit for the enforcement of this IP Security Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. Each party hereto hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.


This IP Security Agreement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this IP Security Agreement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused this IP Security Agreement to be duly executed as of the date first above written.

**BRITAX CHILD SAFETY, INC.**

By:   
Name: Mark Akinlade  
Title: Director

*[Signature Page to IP Security Agreement]*

**TRADEMARK**  
**REEL: 006837 FRAME: 0327**

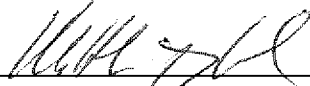
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**THE SECURITY AGENT**

For and on behalf of,

**CORTLAND CAPITAL MARKET SERVICES  
LLC**

By:

  
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Name: Matthew Trybula  
Title: Associate Counsel

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**SCHEDULE 1****Patents**

<u>Grantor</u>	<u>Title</u>	Patent Number	Patent Application Number	Filing Date	Issue Date
BRITAX CHILD SAFETY, INC.	INSERT FOR A CHILD CARRIER	D720130	29496493	07/14/2014	12/30/2014
BRITAX CHILD SAFETY, INC.	INSERT FOR A CHILD CARRIER	D720129	29496486	07/14/2014	12/30/2014
BRITAX CHILD SAFETY, INC.	CHILD CARRIER	D712134	29398163	07/27/2011	09/02/2014
BRITAX CHILD SAFETY, INC.	CHILD SAFETY SEAT	D660605	29357815	03/17/2010	05/29/2012
BRITAX CHILD SAFETY, INC.	CHILD SAFETY SEAT	D651418	29357812	03/17/2010	01/03/2012
BRITAX CHILD SAFETY, INC.	CHILD SAFETY SEAT	D651417	29357809	03/17/2010	01/03/2012
BRITAX CHILD SAFETY, INC.	STROLLER TRAY WITH AUTOMOTIVE FACADE	D564950	29182066	05/19/2003	03/25/2008
BRITAX CHILD SAFETY, INC.	FORWARD AND REARWARD FACING CHILD SEAT WITH BELT TENSIONING MECHANISM FOR IMPROVED INSTALLATION	9963051	15433156	02/15/2017	05/08/2018
BRITAX CHILD SAFETY, INC.	HINGE ASSEMBLY FOR FOLDING STROLLER	9637154	14707058	05/08/2015	05/02/2017
BRITAX CHILD SAFETY, INC.	FORWARD AND REARWARD FACING CHILD	9586504	15294242	10/14/2016	03/07/2017



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<u>Grantor</u>	<u>Title</u>	Patent Number	Patent Application Number	Filing Date	Issue Date
	SEAT WITH BELT TENSIONING MECHANISM FOR IMPROVED INSTALLATION				
BRITAX CHILD SAFETY, INC.	ZERO PLAY HINGE FOR A STROLLER	9566995	14834504	08/25/2015	02/14/2017
BRITAX CHILD SAFETY, INC.	FORWARD AND REARWARD FACING CHILD SEAT WITH BELT TENSIONING MECHANISM FOR IMPROVED INSTALLATION	9499074	14063807	10/25/2013	11/22/2016
BRITAX CHILD SAFETY, INC.	CENTER-PULL LATCH MECHANISM	9308838	14481476	09/09/2014	04/12/2016
BRITAX CHILD SAFETY, INC.	CHILD SEAT WITH BELT TENSIONING MECHANISM FOR IMPROVED INSTALLATION	9187016	14273804	05/09/2014	11/17/2015
BRITAX CHILD SAFETY, INC.	FLIP FORWARD BUCKLE ASSEMBLY	9114738	13467710	05/09/2012	08/25/2015
BRITAX CHILD SAFETY, INC.	CHILD SAFETY SEAT WITH STRUCTURAL SUPPORT	8905478	12725968	03/17/2010	12/09/2014
BRITAX CHILD SAFETY, INC.	CHILD SEAT WITH BELT TENSIONING MECHANISM FOR IMPROVED INSTALLATION	8845022	13602846	09/04/2012	09/30/2014

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<u>Grantor</u>	<u>Title</u>	Patent Number	Patent Application Number	Filing Date	Issue Date
BRITAX CHILD SAFETY, INC.	CHILD SEAT HAVING A CRUSH ZONE	8500196	12424127	04/15/2009	08/06/2013
BRITAX CHILD SAFETY, INC.	CHILD SAFETY SEAT WITH ENERGY ABSORBING APPARATUS	8348337	12725907	03/17/2010	01/08/2013
BRITAX CHILD SAFETY, INC.	APPARATUS AND METHOD FOR ATTACHING A CHILD SAFETY SEAT TO A VEHICLE SEAT	8256840	12813346	06/10/2010	09/04/2012
BRITAX CHILD SAFETY, INC.	JUVENILE SEATING WITH RESILIENT SIDE IMPACT PROTECTION	8205940	12759735	04/14/2010	06/26/2012
BRITAX CHILD SAFETY, INC.	CHILD SAFETY SEAT WITH LOAD LIMITED BASE	7967376	12299139	08/03/2009	06/28/2011
BRITAX CHILD SAFETY, INC.	CHILD RESTRAINT APPARATUS FOR VEHICLE	7717506	11954979	12/12/2007	05/18/2010
BRITAX CHILD SAFETY, INC.	ENERGY ABSORBING TETHER FOR CHILD SAFETY SEAT	7648199	12241383	09/30/2008	01/19/2010
BRITAX CHILD SAFETY, INC.	ANTI-REBOUND BAR FOR CHILD SAFETY SEAT	7488034	11749418	05/16/2007	02/10/2009
BRITAX CHILD SAFETY, INC.	SAFETY SEAT	7472952	11223502	09/09/2005	01/06/2009
BRITAX CHILD SAFETY, INC.	SAFETY SEAT	7467824	11964998	12/27/2007	12/23/2008

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<u>Grantor</u>	<u>Title</u>	Patent Number	Patent Application Number	Filing Date	Issue Date
BRITAX CHILD SAFETY, INC.	CHILD'S BOOSTER SEAT	7429079	11945010	11/26/2007	09/30/2008
BRITAX CHILD SAFETY, INC.	CHILD SAFETY SEAT WITH ADJUSTABLE HEAD RESTRAINT	7234771	10763532	01/23/2004	06/26/2007
BRITAX CHILD SAFETY, INC.	BICYCLE TRAILER HITCH	7131657	10900411	07/27/2004	11/07/2006
BRITAX CHILD SAFETY, INC.	CHILD SAFETY SEAT	6457774	09863628	05/23/2001	10/01/2002
BRITAX CHILD SAFETY, INC.	STROLLER	5887889	08916849	08/22/1997	03/30/1999
BRITAX CHILD SAFETY, INC.	MULTI-FUNCTIONAL ENERGY ABSORBER	N/A	16451486	Not published	N/A
BRITAX CHILD SAFETY, INC.	CHILD SAFETY SEAT	N/A	62817715	Not published	N/A
BRITAX CHILD SAFETY, INC.	UNIVERSAL CONSTRUCTION STROLLER	N/A	16211688	12/06/2018	N/A
BRITAX CHILD SAFETY, INC.	MULTI-POSITION ANTI-REBOUND BAR	N/A	16184304	11/08/2018	N/A
BRITAX CHILD SAFETY, INC.	QUICK CONNECT COUPLER FOR A CHILD SAFETY SEAT TOP TETHER	N/A	16134233	09/18/2018	N/A
BRITAX CHILD SAFETY, INC.	FORWARD AND REARWARD FACING CHILD SEAT WITH BELT TENSIONING MECHANISM FOR	N/A	15485362	04/12/2017	N/A

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<u>Grantor</u>	<u>Title</u>	Patent Number	Patent Application Number	Filing Date	Issue Date
	IMPROVED INSTALLATION				

**Trademarks**

<u>Grantor</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
BRITAX CHILD SAFETY, INC.	ROUNDABOUT	2,322,179	February 22, 2000	Renewed
BRITAX CHILD SAFETY, INC.	VERSA-TETHER	2,322,214	February 22, 2000	Renewed
BRITAX CHILD SAFETY, INC.	SAFECELL	3,990,960	July 5, 2011	Registered
BRITAX CHILD SAFETY, INC.	MISCELLANEOUS DESIGN	4,773,853	July 14, 2015	Registered
BRITAX CHILD SAFETY, INC.	PARKWAY	3,023,749	December 6, 2005	Renewed
BRITAX CHILD SAFETY, INC.	BOULEVARD	3,115,320	July 11, 2006	Renewed
BRITAX CHILD SAFETY, INC.	ADVOCATE	3,752,662	February 23, 2010	Registered

BRITAX CHILD SAFETY, INC.	CHAPERONE	3,673,492	August 25, 2009	Registered
BRITAX CHILD SAFETY, INC.	FRONTIER	3,570,632	February 3, 2009	Renewed
BRITAX CHILD SAFETY, INC.	MOTION	4,401,391	September 10, 2013	Registered
BRITAX CHILD SAFETY, INC.	AFFINITY	4,589,259	August 19, 2014	Registered
BRITAX CHILD SAFETY, INC.	MARATHON	4,376,098	July 30, 2013	Registered
BRITAX CHILD SAFETY, INC.	B-NIMBLE	3,920,962	February 15, 2011	Registered
BRITAX CHILD SAFETY, INC.	B-READY	3,920,963	February 15, 2011	Registered
BRITAX CHILD SAFETY, INC.	SAFECELL TECHNOLOGY	4,007,122	August 2, 2011	Registered
BRITAX CHILD SAFETY, INC.	COWMOOFLAGE	3,877,136	November 16, 2010	Registered
BRITAX CHILD SAFETY, INC.	B-AGILE	4,091,983	January 24, 2012	Registered
BRITAX CHILD SAFETY, INC.	B-SAFE	4,054,124	November 8, 2011	Registered

BRITAX CHILD SAFETY, INC.	PIONEER	4,400,609	September 10, 2013	Registered
BRITAX CHILD SAFETY, INC.	PINNACLE	4,404,306	September 17, 2013	Registered
BRITAX CHILD SAFETY, INC.	CLICKTIGHT	4,644,268	November 25, 2014	Registered
BRITAX CHILD SAFETY, INC.	SKYLINE	5,541,697	August 14, 2018	Registered
BRITAX CHILD SAFETY, INC.	ENDEAVOURS	5,520,725	July 17, 2018	Registered
BRITAX CHILD SAFETY, INC.	BLAZE	5,644,407	January 1, 2019	Registered
BRITAX CHILD SAFETY, INC.	RAMBLER	5,515,092	July 10, 2018	Registered
BRITAX CHILD SAFETY, INC.	B-MOBILE	5,515,152	July 10, 2018	Registered
BRITAX CHILD SAFETY, INC.	ALLEGIANCE	5,515,211	July 10, 2018	Registered
BRITAX CHILD SAFETY, INC.	EMBLEM	5,515,212	July 10, 2018	Registered
BRITAX CHILD SAFETY, INC.	PATHWAY	5,572,015	September 25, 2018	Registered

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BRITAX CHILD SAFETY, INC.	B-LIVELY	5,667,419	January 29, 2019	Registered
BRITAX CHILD SAFETY, INC.	DUALFIT	5,836,047	August 13, 2019	Registered
BRITAX CHILD SAFETY, INC.	ONE4LIFE	Serial Number: 88-387573	Filed: April 16, 2019	Allowed -
BRITAX CHILD SAFETY, INC.	THERMO5	5,846,697	August 27, 2019	Registered