

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM642471

|                                   |   |                           |                                    |
|-----------------------------------|---|---------------------------|------------------------------------|
| <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>                 |
| Wholesale Supplies Plus, LLC      |   | 04/27/2021                | Limited Liability Company:<br>OHIO |
| <b>RECEIVING PARTY DATA</b>       |   |                           |                                    |
| <b>Name:</b>                      | Goldman Sachs Bank USA, as Administrative Agent |                           |                                    |
| <b>Street Address:</b>            | 2001 Ross Avenue                                |                           |                                    |
| <b>Internal Address:</b>          | Suite 2800                                      |                           |                                    |
| <b>City:</b>                      | Dallas  |                           |                                    |
| <b>State/Country:</b>             | TEXAS   |                           |                                    |
| <b>Postal Code:</b>               | 75201   |                           |                                    |
| <b>Entity Type:</b>               | Chartered Bank: NEW YORK                        |                           |                                    |
| <b>PROPERTY NUMBERS Total: 17</b> |   |                           |                                    |
| <b>Property Type</b>              | <b>Number</b>                                   | <b>Word Mark</b>          |                                    |
| <b>Registration Number:</b>       | 4971404   | W WHOLESALE SUPPLIES PLUS |                                    |
| <b>Registration Number:</b>       | 4971403   | WHOLESALE SUPPLIES PLUS   |                                    |
| <b>Registration Number:</b>       | 5583705   | W                         |                                    |
| <b>Registration Number:</b>       | 4377957   | HANDMADE                  |                                    |
| <b>Registration Number:</b>       | 5664207   | NATURALLY SMART LABS      |                                    |
| <b>Registration Number:</b>       | 2697590   | CRAFTER'S CHOICE          |                                    |
| <b>Registration Number:</b>       | 5593244   | FRAGRANCE FORMULATOR      |                                    |
| <b>Registration Number:</b>       | 4849248   | CRAFTER'S CHOICE          |                                    |
| <b>Registration Number:</b>       | 2665735   | CRAFTER'S CHOICE          |                                    |
| <b>Registration Number:</b>       | 5702907   | BALANCE & BUBBLES         |                                    |
| <b>Registration Number:</b>       | 5324127   | LEARN CREATE SHARE        |                                    |
| <b>Registration Number:</b>       | 5311696   | HANDMADE STUDIO           |                                    |
| <b>Registration Number:</b>       | 5994502   | ELEMENTS BATH AND BODY    |                                    |
| <b>Registration Number:</b>       | 5951963   | HANDMADE STORES           |                                    |
| <b>Registration Number:</b>       | 6234263   | MILKY WAY                 |                                    |
| <b>Registration Number:</b>       | 2364473   | SOAP NOODLES              |                                    |
| <b>Serial Number:</b>             | 88379364  | CRAFTERS CHOICE BRANDS    |                                    |

CH \$440.00 4971404

**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:** 4045723401  
**Email:** ssheesley@kslaw.com  
**Correspondent Name:** Steven Sheesley  
**Address Line 1:** 1180 Peachtree Street NE  
**Address Line 2:** King & Spalding LLP  
**Address Line 4:** Atlanta, GEORGIA 30309

|                                |                     |
|--------------------------------|---------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 14868.515097        |
| <b>NAME OF SUBMITTER:</b>      | Steven Sheesley     |
| <b>SIGNATURE:</b>              | //Steven Sheesley// |
| <b>DATE SIGNED:</b>            | 04/27/2021          |

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK SECURITY AGREEMENT**, dated as of April 27, 2021, (this “**Agreement**”) by **WHOLESALE SUPPLIES PLUS, LLC**, an Ohio limited liability company (the “**Grantor**”), in favor of **GOLDMAN SACHS BANK USA**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for Lenders.

**WITNESSETH:**

**WHEREAS**, reference is made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **WSP MIDCO LLC** (“**Company**”), **WSP HOLDCO LLC** (“**Holdings**”), certain Subsidiaries of Company, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”), and **GOLDMAN SACHS BANK USA**, as Administrative Agent, Collateral Agent and Lead Arranger, the Lenders have agreed to make certain Loans to the Company;

**WHEREAS**, Administrative Agent and Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, upon the condition, among others, that the Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement dated as of date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

**WHEREAS**, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

**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, the Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantor hereby grants to Collateral Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of the 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) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law;
  - (b) all reissues, continuations or extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

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

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. GRANTOR REMAINS LIABLE. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
6. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
7. GOVERNING LAW. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

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IN WITNESS WHEREOF, the 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.

**WHOLESALE SUPPLIES PLUS, LLC**

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

Name: Samie A. Solomon

Title: President, Chief Executive Officer,  
Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

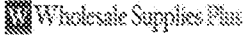

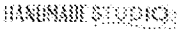

**TRADEMARK**  
**REEL: 007272 FRAME: 0098**

ACCEPTED AND ACKNOWLEDGED BY:

**GOLDMAN SACHS BANK USA,**  
as the Collateral Agent

By:  \_\_\_\_\_ *EH*  
Name: Justin Betzen  
Title: Authorized Signatory

**Schedule I**

| <b>Trademark</b>   | <b>Reg. No</b> | <b>Reg. Date</b> | <b>Country</b> | <b>Owner</b>                    |
|--|----------------|------------------|----------------|---------------------------------|
| W WHOLESALE<br>SUPPLIES PLUS & LOGO<br> | 4,971,404      | 07-Jun-2016      | US             | Wholesale Supplies<br>Plus, LLC |
| WHOLESALE SUPPLIES<br>PLUS   | 4,971,403      | 07-Jun-2016      | US             | Wholesale Supplies<br>Plus, LLC |
| W LOGO<br>                              | 5,583,705      | 16-Oct-2018      | US             | Wholesale Supplies<br>Plus, LLC |
| HANDMADE   | 4,377,957      | 30-Jul-2013      | US             | Wholesale Supplies<br>Plus, LLC |
| NATURALLY SMART<br>LABS  | 5,664,207      | 29-Jan-2019      | US             | Naturally Smart Labs,<br>LLC    |
| CRAFTERS CHOICE  | 2,697,590      | 18-Mar-2003      | US             | Wholesale Supplies<br>Plus, LLC |
| FRAGRANCE<br>FORMULATOR  | 5,593,244      | 30-Oct-2018      | US             | Wholesale Supplies<br>Plus, LLC |
| CRAFTERS CHOICE  | 4,849,248      | 10-Nov-2015      | US             | Wholesale Supplies<br>Plus, LLC |
| CRAFTERS CHOICE  | 2,665,735      | 24-Dec-2002      | US             | Wholesale Supplies<br>Plus, LLC |
| BALANCE & BUBBLES  | 5,702,907      | 19-Mar-2019      | US             | Wholesale Supplies<br>Plus, LLC |
| LEARN CREATE SHARE   | 5,324,127      | 31-Oct-2017      | US             | Wholesale Supplies<br>Plus, LLC |
| HANDMADE STUDIO &<br>DESIGN<br>       | 5,311,696      | 17-Oct-2017      | US             | Wholesale Supplies<br>Plus, LLC |
| ELEMENTS BATH AND<br>BODY  | 5,994,502      | 25-Feb-2020      | US             | Wholesale Supplies<br>Plus, LLC |
| HANDMADE STORES &<br>DESIGN<br>       | 5,951,963      | 31-Dec-2019      | US             | Wholesale Supplies<br>Plus, LLC |
| MILKY WAY  | 6,234,263      | 29-Dec-2020      | US             | Wholesale Supplies<br>Plus, LLC |
| SOAP NOODLES   | 2,364,473      | 4-July-2000      | US             | Wholesale Supplies<br>Plus, LLC |

Applications:

| <b>Trademark</b>          | <b>App. No</b> | <b>App. Date</b> | <b>Country</b> | <b>Owner</b>                    |
|---------------------------|----------------|------------------|----------------|---------------------------------|
| CRAFTERS CHOICE<br>BRANDS | 88/379,364     | 10-Apr-2019      | US             | Wholesale Supplies<br>Plus, LLC |