

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642471

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

ATTORNEY DOCKET NUMBER:	14868.515097
NAME OF SUBMITTER:	Steven Sheesley
SIGNATURE:	//Steven Sheesley//
DATE SIGNED:	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]

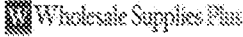

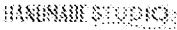

TRADEMARK
REEL: 007272 FRAME: 0098

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS BANK USA,
as the Collateral Agent

By:  _____ *EH*
Name: Justin Betzen
Title: Authorized Signatory

Schedule I

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

Applications:

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