

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM658172

<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>
Hanna Andersson, LLC		07/02/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alter Domus (US) LLC, as Collateral Agent		
<b>Street Address:</b>	225 West 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		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90612696	HANNA-ME-DOWNS	
<b>Serial Number:</b>	90339564	HANNA ME DOWNS	
<b>Serial Number:</b>	87484685	PATCH-TASTIC	
<b>Serial Number:</b>	86094355	LOVE, HANNA	
<b>Serial Number:</b>	88297145	HANNA ANDERSSON	
<b>Serial Number:</b>	88184473	BEST. PAJAMAS. EVER.	
<b>Serial Number:</b>	88171564	HANNA ANDERSSON	
<b>Serial Number:</b>	88108086	HANNA	
<b>Serial Number:</b>	86868965	HANNA	
<b>Serial Number:</b>	86827227	#HANNAJAMS	
<b>Serial Number:</b>	86727718	BRIGHT BABY BASICS	
<b>Serial Number:</b>	86331679	HANNASOFT	
<b>Serial Number:</b>	86327489	H HANNA HOME	
<b>Serial Number:</b>	86327494	H	
<b>Serial Number:</b>	86978273	EST. 1983 HA	
<b>Serial Number:</b>	86084417	HANNA ANDERSSON	
<b>Serial Number:</b>	86082964	HANNA ANDERSSON	
<b>Serial Number:</b>	86083339	HANNA HOME	
<b>Serial Number:</b>	73810434	HANNA ANDERSSON	
<b>TRADEMARK</b>			

CH \$565.00 90612696

Property Type	Number	Word Mark
Serial Number:	73664449	HANNA ANDERSSON
Serial Number:	73540149	HANNA
Serial Number:	86248476	HANNA-ME-DOWNS

**CORRESPONDENCE DATA**

**Fax Number:** 3129021061

*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:** 312-577-8438

**Email:** raquel.haleem@katten.com

**Correspondent Name:** Raquel Haleem c/o Katten Muchin Rosenman

**Address Line 1:** 525 West Monroe Street

**Address Line 4:** Chicago, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	Raquel Haleem
<b>SIGNATURE:</b>	/Raquel Haleem/
<b>DATE SIGNED:</b>	07/06/2021

**Total Attachments: 7**

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## TRADEMARK PROPERTY SECURITY AGREEMENT

This TRADEMARK PROPERTY SECURITY AGREEMENT is entered into as of July 2, 2021, (this "Agreement"), among Hanna Andersson, LLC (the "Grantor") and Alter Domus (US) LLC, as collateral agent (in such capacity, the "Collateral Agent") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain Pledge and Security Agreement, dated as of July 2, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Grantors party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in the Credit Agreement, dated as of July 2, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Credit Agreement"), among Hanna Andersson, LLC, a Delaware limited liability company, Hanna Andersson Holding Corp., a Delaware corporation, the lenders from time to time party thereto (the "Lenders") and Alter Domus (US) LLC, as administrative agent and collateral agent). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"):

all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto, together with (a) all goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past, present and future infringements, dilutions, or other violations thereof; (d) all rights to sue for past, present, and future infringements, dilutions and other violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing throughout the world; but excluding any intent-to-use Trademark application prior to the filing and acceptance of a "Statement of Use", "Declaration of Use", "Amendment to Allege Use" or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law; and

all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set

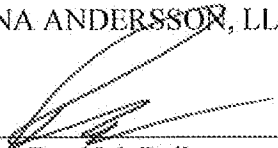
forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HANNA ANDERSSON, LLC

By:   
Name: Brad M. Bell  
Title: Chief Financial Officer


[Signature Page to Trademark Security Agreement]



ALTER DOMUS (US) LLC,  
as the Collateral Agent

By:   
Name: Winnalynn N. Kantaris  
Title: Associate General Counsel

**SCHEDULE I**

TRADEMARKS

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Current Owner of Record</b>
HANNA-ME-DOWNS	US	90612696 30-MAR-2021	<b>Intent to Use</b>	Hanna Andersson, LLC
HANNA ME DOWNS	US	90339564 24-NOV-2020	<b>Intent to Use</b>	Hanna Andersson, LLC
PATCH-TASTIC	US	87484685 12-JUN-2017	5515189 10-JUL-2018	Hanna Andersson, LLC
LOVE, HANNA	US	86094355 17-OCT-2013	4822730 29-SEP-2015	Hanna Andersson, LLC
HANNA ANDERSSON	US	88297145 11-FEB-2019	5850149 03-SEP-2019	Hanna Andersson, LLC
BEST. PAJAMAS. EVER.	US	88184473 07-NOV-2018	5766130 28-MAY-2019	Hanna Andersson, LLC
HANNA ANDERSSON	US	88171564 26-OCT-2018	5727941 16-APR-2019	Hanna Andersson, LLC
HANNA in stylized letters 	US	88108086 07-SEP-2018	5727224 16-APR-2019	Hanna Andersson, LLC
HANNA in stylized letters 	US	86868965 07-JAN-2016	5008102 26-JUL-2016	Hanna Andersson, LLC
#HANNAJAMS	US	86827227 20-NOV-2015	4997642 12-JUL-2016	Hanna Andersson, LLC
BRIGHT BABY BASICS	US	86727718 17-AUG-2015	5193815 02-MAY-2017	Hanna Andersson, LLC
HANNASOFT	US	86331679 08-JUL-2014	4989187 28-JUN-2016	Hanna Andersson, LLC
H HANNA HOME and design 	US	86327489 02-JUL-2014	4882439 05-JAN-2016	Hanna Andersson, LLC
H and design 	US	86327494 02-JUL-2014	4882440 05-JAN-2016	Hanna Andersson, LLC

EST. 1983 HA and design 	US	86978273 18-NOV-2013	4919648 15-MAR-2016	Hanna Andersson, LLC
HANNA ANDERSSON	US	86084417 07-OCT-2013	4501874 25-MAR-2014	Hanna Andersson, LLC
HANNA ANDERSSON	US	86082964 04-OCT-2013	5324024 31-OCT-2017	Hanna Andersson, LLC
HANNA HOME	US	86083339 04-OCT-2013	4964957 24-MAY-2016	Hanna Andersson, LLC
HANNA ANDERSSON	US	73810434 03-JUL-1989	1582686 13-FEB-1990	Hanna Andersson, LLC
HANNA ANDERSSON	US	73664449 03-JUN-1987	1478085 23-FEB-1988	Hanna Andersson, LLC
HANNA in stylized letters 	US	73540149 28-MAY-1985	1395322 27-MAY-1986	Hanna Andersson, LLC
HANNA-ME-DOWNS	US	86248476 10-APR-2014	4644598 25-NOV-2014	Hanna Andersson, LLC



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**RECORDED: 07/06/2021**

**TRADEMARK  
REEL: 007347 FRAME: 0052**