

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM728891

|   |                            |                       |                       |
|---|----------------------------|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT             |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | Security Agreement         |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |                            |                       |                       |
| <b>Name</b>   | <b>Formerly</b>            | <b>Execution Date</b> | <b>Entity Type</b>    |
| CUTIE PIE BABY, INC.  |                            | 05/18/2022            | Corporation: NEW YORK |
| <b>RECEIVING PARTY DATA</b>   |                            |                       |                       |
| <b>Name:</b>  | JPMORGAN CHASE BANK, N.A.  |                       |                       |
| <b>Street Address:</b>  | 383 Madison Avenue         |                       |                       |
| <b>City:</b>  | New York                   |                       |                       |
| <b>State/Country:</b>   | NEW YORK                   |                       |                       |
| <b>Postal Code:</b>   | 10017                      |                       |                       |
| <b>Entity Type:</b>   | Association: UNITED STATES |                       |                       |
| <b>PROPERTY NUMBERS Total: 14</b>   |                            |                       |                       |
| <b>Property Type</b>  | <b>Number</b>              | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 5892438                    | SANDY & SIMON         |                       |
| <b>Registration Number:</b>   | 5701760                    | SANDY & SIMON         |                       |
| <b>Registration Number:</b>   | 5571777                    | LE TOP BÉBÉ           |                       |
| <b>Registration Number:</b>   | 4352918                    | BG BABY GEAR          |                       |
| <b>Registration Number:</b>   | 4316158                    | CHICK PEA             |                       |
| <b>Registration Number:</b>   | 4316105                    | CUTIE PIE             |                       |
| <b>Registration Number:</b>   | 3374461                    | RABBIT MOON           |                       |
| <b>Registration Number:</b>   | 3782044                    | MINI MUFFIN           |                       |
| <b>Registration Number:</b>   | 3368936                    | KYLE & DEENA          |                       |
| <b>Registration Number:</b>   | 3510356                    | CUTIE PIE             |                       |
| <b>Registration Number:</b>   | 4177410                    | LE TOP                |                       |
| <b>Registration Number:</b>   | 2394174                    | CUTIE PIE             |                       |
| <b>Registration Number:</b>   | 2212917                    | BABYWORKS             |                       |
| <b>Registration Number:</b>   | 1945601                    | LE TOP BABY           |                       |
| <b>CORRESPONDENCE DATA</b>  |                            |                       |                       |
| <b>Fax Number:</b>  | 8009144240                 |                       |                       |
| <i>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.</i> |                            |                       |                       |
| <b>Phone:</b>   | 800-713-0755               |                       |                       |

OP \$365.00 5892438

**Email:** jade.tanks@wolterskluwer.com  
**Correspondent Name:** CT Corporation  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Jessica Hildebrandt

**SIGNATURE:** /Jessica Hildebrandt/

**DATE SIGNED:** 05/19/2022

**Total Attachments: 7**

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source=Trademark Security Agreement (JPM Cutie Pie Baby) [Executed]#page2.tif  
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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

CUTIE PIE BABY, INC.

- Individual(s)                       Association  
 Partnership                         Limited Partnership  
 Corporation- State: NY  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 18, 2022

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMORGAN CHASE BANK, N.A.

Street Address: 383 Madison Avenue

City: New York

State: NY

Country: USA Zip: 10017

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Attached Schedule 1

See Attached Schedule 1

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Attached Schedule 1

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jessica Hildebrandt

Internal Address: Otterbourg P.C.

Street Address: 230 Park Ave.

City: New York

State: NY Zip: 10169

Phone Number: 212-905-3670

Docket Number: \_\_\_\_\_

Email Address: jhildebrandt@otterbourg.com

### 6. Total number of applications and registrations involved:

14

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_


- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

  
Signature

5/18/2022

Date

Jessica Hildebrandt

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:  7

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of May 18, 2022, is made by the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and JPMORGAN CHASE BANK, N.A. (the "Lender").

Grantors, certain of their affiliates and the Lender are entering into an Amended and Restated Credit Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Credit Agreement"). In order to induce the Lender to enter into and extend credit to Grantors under the Credit Agreement, Grantors are entering into that certain Amended and Restated Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Security Agreement"). Pursuant to the Security Agreement, Grantors are required to execute and deliver to the Lender this Trademark Security Agreement.

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, Grantors hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement or, if not otherwise defined in the Security Agreement, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to the Lender, for the benefit of the Secured Parties, a continuing first priority security interest in all of Grantors' 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, including those referred to on Schedule 1 hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all 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 such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law; provided further, that "Trademark Collateral" shall include any proceeds of any such "intent to use" trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Lender 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. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Lender and Grantors.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of New York.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[Signature pages follow]

The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

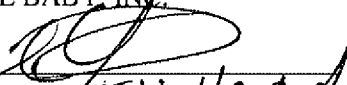
**GRANTOR:**

CUTIE PIE BABY, INC.

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

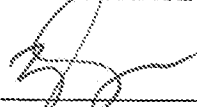
Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Eli Yodanis  
president

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.

By:   
Name: John J Lee  
Title: Authorized Signatory


[Signature Page to Trademark Security Agreement (Cutie Pie)]

**SCHEDULE 1**

to

**TRADEMARK SECURITY AGREEMENT**

**U.S. Trademarks**

| <u>Owner</u>         | <u>Name</u>   | <u>Country</u> | <u>Registration #</u>                            | <u>Date Filed:</u><br><u>Date Reg. Issued</u> |
|----------------------|---|----------------|--|---|
| Cutie Pie Baby, Inc. | Trademark: SANDY & SIMON  | US             | 5892438  | Filed: 07/05/2018<br>Reg. Issued: 10/22/2019  |
| Cutie Pie Baby, Inc. | Trademark: SANDY & SIMON  | US             | 5701760  | Filed: 07/05/2018<br>Reg. Issued: 08/22/2006  |
| Cutie Pie Baby, Inc. | Trademark: LE TOP BÉBÉ  | US             | 5571777  | Filed: 12/19/2017<br>Reg. Issued: 09/25/2018  |
| Cutie Pie Baby, Inc. | Trademark: BG BABY GEAR<br> | US             | 4352918  | Filed: 08/02/2012<br>Reg. Issued: 06/18/2013  |
| Cutie Pie Baby, Inc. | Trademark: CHICK PEA  | US             | 4316158  | Filed: 06/27/2012<br>Reg. Issued: 04/09/2013  |
| Cutie Pie Baby, Inc. | Trademark: CUTIE PIE  | US             | 4316105<br>International registration #: 1132743 | Filed: 06/13/2012<br>Reg. Issued: 04/09/2013  |
| Cutie Pie Baby, Inc. | Trademark: RABBIT MOON  | US             | 3374461<br>International registration #: 1574153 | Filed: 11/16/2005<br>Reg. Issued: 01/22/2008  |
| Cutie Pie Baby, Inc. | Trademark: MINI MUFFIN  | US             | 3782044<br>International registration #: 1295651 | Filed: 09/04/2008<br>Reg. Issued 04/27/2010   |
| Cutie Pie Baby, Inc. | Trademark: KYLE & DEENA   | US             | 3368936  | Filed: 05/14/2007<br>Reg. Issued: 01/15/2008  |



|                      |                         |    |  |   |
|----------------------|-------------------------|----|--|---|
| Cutie Pie Baby, Inc. | Trademark:<br>CUTIE PIE | US | 3510356  | Filed: 07/17/2006<br>Reg. Issued: 10/07/2008    |
| Cutie Pie Baby, Inc. | Trademark: LE TOP       | US | 4177410  | Filed: 11/10/2011<br>Reg. Issued: 07/24/2012    |
| Cutie Pie Baby, Inc. | Trademark: CUTIE PIE    | US | 2394174  | Filed: 12/02/1998<br>Reg. Issued:<br>10/10/2000 |
| Cutie Pie Baby, Inc. | Trademark: BABYWORKS    | US | 2212917<br>International<br>registration #:<br>1132198 | Filed: 11/13/1997<br>Reg. Issued:<br>12/22/1998 |
| Cutie Pie Baby, Inc. | Trademark: LE TOP BABY  | US | 1945601  | Filed: 01/17/1995<br>Reg. Issued: 01/02/1996    |