FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

08-26-1999

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 07-16-1999

Name: Rothman, Glenn

Formerly:

[X] Individual [ ] General Partnership [ ] Limited Partnership [ ] Corporation [ ] Association

[ ] Other

[ ] Citizenship/State of Incorporation/Organization

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Wells Fargo Business Credit, Inc.

DBA/AKA/TA:

Composed of:

Address (line 1): 300 Commercial Street

Address (line 2):

Address (line 3): Boston (City) Massachusetts (State/Country) 02109 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Minnesota

[X] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

40.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (617) 742-4200

Name Margaret E. Watson, Esq.

Address (line 1) Shapiro, Israel & Weiner, P.C.

Address (line 2) 100 North Washington Street

Address (line 3)

Address (line 4) Boston, Massachusetts 02114

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 5

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			2119886		

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 40.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes [ ] No [ ]

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Margaret E. Watson	Margaret E. Watson	8/20/99
Name of Person Signing	Signature	Date Signed

SCHEDULE A
TO A TRADEMARK SECURITY AGREEMENT
BETWEEN GLENN ROTHMAN (Guarantor)
AND
WELLS FARGO BUSINESS CREDIT, INC. (Lender)
DATED: JULY 16, 1999

REGISTERED TRADEMARKS (USA)

Trademark	Registration No.	Issue Date
Hearts on Fire	2,119,886	December 9, 1997

REGISTRATION PENDING FOR TRADEMARKS (USA)

Trademark	Serial No.	Filing Date

TRADEMARK SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into as of July 16, 1999, by and between GLENN ROTHMAN, an individual residing at 535 Worcester Street, Wellesley, Massachusetts 02481 (the **"Guarantor"**), and WELLS FARGO BUSINESS CREDIT, INC., a Minnesota corporation with a usual place of business at 300 Commercial Street, Boston, Massachusetts 02109 (**"Lender"**).

NOW THEREFORE, in consideration of the premises, Guarantor hereby agrees with Lender as follows:

1. Grant of Security Interest. Guarantor hereby grants to Lender a first priority security interest in, and conditionally assigns, but does not transfer title to Lender, all of Guarantor's right, title and interest in and to the following (collectively, the **"Collateral"**) to secure payment and performance of all obligations of Guarantor to Lender whether such obligations are direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limitation, those liabilities of Guarantor to Lender as provided in a Guaranty of even date executed by Guarantor in favor of Lender and arising out of certain loan transactions by and between Lender and Hearts On Fire Company, a Delaware corporation (the **"Guaranty Agreement"**) (collectively, the **"Obligations"**).

The Collateral shall consist of the following:

(a) Each of the trademarks, and rights and interests protectible as trademarks, which are presently, or in the future may be, owned, created, acquired or used (whether pursuant to a license or otherwise) by Guarantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(b) All of Guarantor's right, title and interest, in and to the trademarks and trademark registrations listed on Schedule A attached hereto, as the same may be updated hereafter from time to time;

(c) All of Guarantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country, and to apply for, renew and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Guarantor or in the name of Lender for past, present and future infringements of the trademarks, registrations or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(d) All general intangibles relating to the Collateral; and

(e) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

2. Warranties and Representations. Guarantor hereby warrants and represents to Lender the following:

(a) A true and complete schedule setting forth all federal and state trademark registrations owned or controlled by Guarantor or licensed to Guarantor, together with a summary description and

full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(b) Each of the trademarks and trademark registrations is valid and enforceable, and Guarantor is not presently aware of any past, present or prospective claim by any third party that any of the trademarks are invalid or unenforceable, or that the use of any trademarks violates the rights of any third person, or of any basis for any such claims;

(c) Guarantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the trademarks and trademark registrations free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights and covenants by Guarantor not to sue third persons;

(d) Guarantor has used and will continue to use proper statutory notice in connection with its use of each of the trademarks;

(e) Except for a licensing agreement entered into with Hearts On Fire Company, Guarantor has used and will continue to use consistent standards of high quality (which may be consistent with Guarantor's past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks;

(f) Except for the filing of financing statements with the Secretary of State of Massachusetts and the Town Clerk of Wellesley, Massachusetts, under the Uniform Commercial Code and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Guarantor of the security interest hereunder or for the execution, delivery or performance of this Agreement by Guarantor or for the perfection of or the exercise by Lender of its rights hereunder to the Collateral in the United States.

3. After-Acquired Trademark Rights. If Guarantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Guarantor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Guarantor shall bear any expenses incurred in connection with future applications for trademark registration.

4. Litigation and Proceedings. Guarantor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Guarantor shall provide to Lender any information with respect thereto requested by Lender. Lender shall provide at Guarantor's expense all necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party. Following Guarantor's becoming aware thereof, Guarantor shall notify Lender of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state or foreign court regarding Guarantor's claim of ownership in any of such trademarks, its right to apply for the same, or its right to keep and maintain such trademark rights.

5. Power of Attorney. Guarantor grants Lender power of attorney, having the full authority, and in the place of Guarantor and in the name of Guarantor, from time to time in Lender's discretion to take any action and to execute any instrument which Lender may deem necessary or advisable to

accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of the Guaranty Agreement:

(a) To endorse Guarantor's name on all applications, documents, papers and instruments necessary for Lender to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) To file any claims or take any action or institute any proceedings that Lender may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Lender's rights with respect to any of the Collateral and to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any person.

7. **Right to Inspect.** Guarantor grants to Lender and its employees and agents the right to visit Guarantor's plants and facilities which manufacture, inspect or store products sold under any of the trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

8. **Events of Default.** Any of the following events shall be an Event of Default:

(a) Guarantor fails to make any payment of principal or interest or any other payment on any Obligation when due and payable, by acceleration or otherwise; and

(b) the occurrence of an Event of Default as that term is defined in the Credit and Security Agreement of even date herewith by and between Lender and Hearts On Fire Company.

9. **Specific Remedies.** Upon the occurrence of any Event of Default:

(a) Lender may cease advancing money or extending credit to or for the benefit of Guarantor under the Guaranty Agreement or under any other agreement between Guarantor and Lender.

(b) Lender may declare all Obligations to be due and payable immediately, whereupon they shall immediately become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Guarantor;

(c) Lender may set off against the Obligations all Collateral, balances, credits, deposits, accounts or moneys of Guarantor then or thereafter held with Lender, including amounts represented by certificates of deposit;

(d) Lender may notify licensees to make royalty payments on license agreements directly to Lender;

(e) Lender may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Lender deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Guarantor ten (10) days prior to such disposition. Guarantor shall be credited with the net proceeds of such sale only when they are actually received by Lender, and Guarantor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected;

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REEL: 001948 FRAME: 0305

(f) If the sale is to be a public sale, Lender shall also give notice of the time and place by publishing a notice one time at least ten (10) calendar days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(g) To the maximum extent permitted by applicable law, Lender may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any Collateral payable by Lender at such sale.

10. Governing Law. All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Guarantor and Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

Glenn Rothman

WELLS FARGO BUSINESS CREDIT, INC.

By: _____
Scott Fiore, Assistant Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. July 16, 1999

Then personally appeared the above-named, Glenn Rothman, and acknowledged the foregoing instrument to be his free act and deed, before me,

Michael J. Ruberto, Notary Public
My commission expires: June 15, 2001

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. July 16, 1999

Then personally appeared the above-named, Scott Fiore, Assistant Vice President, and acknowledged the foregoing instrument to be the free act and deed of Wells Fargo Business Credit, Inc., before me,

Michael J. Ruberto, Notary Public
My commission expires: June 15, 2001

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TERMINATION OF SECURITY AGREEMENT AND REASSIGNMENT OF TRADEMARKS

USTrust, a Massachusetts trust company, having a usual place of business at 30 Court Street, Boston, Massachusetts 02108 (hereinafter the **"Assignor"**), having entered into a Trademark Security Agreement dated July 28, 1998, with Glen Rothman of 535 Worcester Street, Wellesley, MA 02181 (hereinafter the **"Assignee"**), wherein the Assignor acquired rights, title and interest in and to the Assignee's trademarks identified on Schedule A hereto (hereinafter **"Trademarks"**), now wishes to reassign to the Assignee all of the rights, title and interest acquired by the Assignor under that Agreement, which is recorded with the United States Patent and Trademark Office on Reel 1784, Frame 0492, et seq. and also wishes to terminate any security interest created pursuant to that Agreement.

For good and valuable consideration, including the payment of Ten ($10.00) Dollars by the Assignee to the Assignor, the receipt of which is hereby acknowledged, the Assignor hereby assigns and transfer to the Assignee all rights, title and interest in and to all of the Trademarks, all registrations thereof, and the right to use the Trademarks acquired from the Assignee pursuant to the above-described Agreement, and releases all security interests held by the Assignor therein, and specifically the Assignor assigns to the Assignee all the right, title and interest in and to the Trademarks and the specified registrations and marks listed in that Agreement and the goodwill of the business connected therewith.

The Assignor certifies that Assignor no longer claims a security interest under the above-described Trademark Security Agreement.

The Assignor agrees to execute, acknowledge and deliver all further instruments and documents and take all such further action which may be necessary or appropriate in order to carry out the intentions and purposes of this Termination and Reassignment.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Termination and Reassignment to be executed by their duly authorized officers as of the 15th day of August, 1999.

USTRUST

By: Elizabeth C. Ronayne VP

Elizabeth C. Ronayne, Vice President

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SCHEDULE A

To Termination of Security Agreement
And Reassignment of Trademarks dated August 15, 1999

TRADEMARK REGISTRATIONS

Registration No.	Country	Mark
2,119,886	USA	Hearts on Fire

RECORDED: 08/23/1999