

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		First Amendment to IP Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tuesday Morning, Inc.		11/17/2011	CORPORATION: TEXAS
Tuesday Morning Partners, Ltd.		11/17/2011	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Federal Street, 9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85252767	TUESDAY MORNING	
Serial Number:	85252765	FIRST QUALITY. LEGENDARY SAVINGS.	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	988455		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		

CH \$65.00 85252767

Date:

11/21/2011

Total Attachments: 11

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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this "First Amendment") is made as of November 17, 2011, by and among (a) each of the Persons listed on Schedule I hereto (each such Person, individually, a "Borrower" and, collectively, the "Borrowers"), (b) each of the Persons listed on Schedule II hereto (each such Person, individually, a "Guarantor" and, collectively, the "Guarantors") (the Borrowers and the Guarantors are hereinafter referred to, individually, as a "Grantor" and, collectively, as the "Grantors"), and (c) BANK OF AMERICA, N.A., as collateral agent (in such capacity, the "Collateral Agent") for its own benefit and the benefit of the other Credit Parties (as defined in the Credit Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated as of December 15, 2008 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and among (i) the Grantors, (ii) the Lenders from time to time party thereto (individually, a "Lender" and, collectively, the "Lenders"), and (iii) Bank of America, N.A., as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, pursuant to which the Lenders have agreed to make Loans to the Borrowers, and the L/C Issuer has agreed to issue Letters of Credit for the account of the Borrowers, upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, reference is also made to that certain Guaranty, dated as of December 15, 2008 (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "Guaranty"), executed by the Guarantors in favor of the Administrative Agent, the Collateral Agent, and the other Credit Parties, pursuant to which each Guarantor guarantees the payment and performance of the Guaranteed Obligations (as defined in the Guaranty); and

WHEREAS, reference is further made to that certain Intellectual Property Security Agreement, dated as of December 15, 2008 (as amended, modified, supplemented or restated and in effect from time to time, the "IP Security Agreement"), by and among the Grantors and the Collateral Agent, pursuant to which, among other things, the Grantors granted to the Collateral Agent, for the ratable benefit of the Credit Parties, a continuing security interest in and to the IP Collateral (as defined therein); and

WHEREAS, the Grantors have advised the Collateral Agent that certain of the Grantors have acquired additional IP Collateral;

WHEREAS, the Grantors and the Collateral Agent now wish to amend, modify and supplement the IP Security Agreement, as more particularly set forth in this First Amendment.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Security Agreement or the Credit Agreement (as applicable).
2. Amendments to IP Security Agreement. The provisions of the IP Security Agreement are hereby amended by supplementing **EXHIBIT C** thereto by adding to such **EXHIBIT C** the **EXHIBIT C-1** annexed hereto, and the IP Collateral described in Section 2(c) of the IP Security Agreement shall be deemed to include the Trademarks and Trademark Licenses described on such **EXHIBIT C-1** (collectively, the “New IP”). For purposes of clarity, such **EXHIBIT C-1** shall be deemed to supplement, rather than replace, **EXHIBIT C** annexed to the IP Security Agreement.
3. Ratification of Security Interest. Each Grantor hereby ratifies the Security Interest (as defined in the Security Agreement) granted by such Grantor to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations (as defined in the Security Agreement), grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the New IP, whether now owned or existing or hereafter acquired or arising, together with all of such Grantor’s assets of the type described in clauses (d), (e), (f), (g), (h), (i) and (j) of Section 2 of the IP Security Agreement relating to the New IP, as well as all products, proceeds, substitutions, and accessions of or to the foregoing (collectively, the “New IP Collateral”). Notwithstanding the foregoing, no security interest shall be granted in 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.
4. Effect on IP Security Agreement. Except as specifically provided herein, all of the terms and conditions of the IP Security Agreement shall remain in full force and effect. Each Grantor hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, each Grantor hereby acknowledges, confirms and agrees that all IP Collateral (including the New IP Collateral) shall continue to secure the Secured Obligations.
5. Miscellaneous.
 - (a) This First Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page to this First Amendment by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this First Amendment.

- (b) This First Amendment, together with the other Loan Documents, expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof. Any determination that any provision of this First Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not effect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this First Amendment.
- (c) THIS FIRST AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[signature pages follow]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this First Amendment to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

BORROWERS:

TUESDAY MORNING, INC.

By: Stephanie Bowman
Name: Stephanie Bowman
Title: Executive Vice President, Chief Financial Officer and Secretary

TUESDAY MORNING PARTNERS, LTD.

By: Days of the Week, Inc., its General Partner

By: Stephanie Bowman
Name: Stephanie Bowman
Title: Executive Vice President, Chief Financial Officer and Secretary

GUARANTORS:

TUESDAY MORNING CORPORATION

By: Stephanie Bowman
Name: Stephanie Bowman
Title: Executive Vice President, Chief Financial Officer, Secretary and Treasurer

TMI HOLDINGS, INC.

By: Stephanie Bowman
Name: Stephanie Bowman
Title: Vice President, Secretary and Treasurer

FRIDAY MORNING, INC.

By: Stephanie Bowman
Name: Stephanie Bowman
Title: Executive Vice President, Chief Financial Officer and Secretary

Signature Page to First Amendment to Intellectual Property Security Agreement

DAYS OF THE WEEK, INC.

By: Stephanie Bowman
Name: Stephanie Bowman
Title: Executive Vice President, Chief Financial
Officer and Secretary

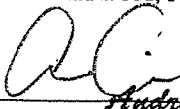
NIGHTS OF THE WEEK, INC.

By: Stephanie Bowman
Name: Stephanie Bowman
Title: Vice President, Secretary and Treasurer

Signature Page to First Amendment to Intellectual Property Security Agreement

COLLATERAL AGENT:

BANK OF AMERICA, N.A.

By: 
Name: Andrew Ceruzzi
Title: Senior Vice President

Signature Page to First Amendment to Intellectual Property Security Agreement

TRADEMARK
REEL: 004664 FRAME: 0376

SCHEDULE I

Borrowers

Tuesday Morning, Inc.
Tuesday Morning Partners, Ltd.

Schedule I to Intellectual Property Security Agreement

TRADEMARK
REEL: 004664 FRAME: 0377

SCHEDULE II

Guarantors

Tuesday Morning Corporation
TMI Holdings, Inc.
Friday Morning, Inc.
Days of the Week, Inc.
Nights of the Week, Inc.

Schedule II to Intellectual Property Security Agreement

TRADEMARK
REEL: 004664 FRAME: 0378

EXHIBIT C-1

Supplemental List of Trademarks and Trademark Licenses

Trademark Registrations

Registered Owner of Trademark or Service Mark	Trademark or Service Mark	Country	Reg./App. Number	Reg./App. Date
Tuesday Morning Partners, Ltd.; Days of the Week, Inc.	TUESDAY MORNING	USA	Serial No. 85252767	02/27/2011
Tuesday Morning Partners, Ltd.; Days of the Week, Inc.	FIRST QUALITY. LEGENDARY SAVINGS.	USA	Serial No. 85252765	02/27/2011

Trademark Licenses

None.

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