

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to IP SA		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FETCO HOME DECOR, INC.		02/25/2013	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	One South Broad St., Y1375-031		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19107		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3784642	ECO-ELEMENTS	
Registration Number:	4043439	ECO WOODS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G Street NW, Suite 420		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F143765		
NAME OF SUBMITTER:	Matthew R. Pierce		

Signature:	/Matthew R. Pierce/
Date:	03/01/2013
Total Attachments: 7 source=Trademark filing - FETCO HOME DECOR, INC#page2.tif source=Trademark filing - FETCO HOME DECOR, INC#page3.tif source=Trademark filing - FETCO HOME DECOR, INC#page4.tif source=Trademark filing - FETCO HOME DECOR, INC#page5.tif source=Trademark filing - FETCO HOME DECOR, INC#page6.tif source=Trademark filing - FETCO HOME DECOR, INC#page7.tif source=Trademark filing - FETCO HOME DECOR, INC#page8.tif	

**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this "First Amendment") is made as of February 25, 2013, by and between (a) FETCO HOME DECOR, INC., a Massachusetts corporation (the "Grantor"), and (b) WELLS FARGO BANK, NATIONAL ASSOCIATION (as successor by merger to Wachovia Capital Finance Corporation (New England)) (the "Lender"), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of December 7, 2007 (as amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), by and among the Grantor (as "Borrower" thereunder), Fetco International Hong Kong Limited ("Fetco HK"), and the Lender, to which CLICK On It Limited, a Massachusetts corporation (together with Fetco HK, individually, a "Guarantor", and collectively, the "Guarantors"), was joined as a Guarantor pursuant to that certain Joinder, Waiver and Second Amendment to Loan and Security Agreement, dated as of August 21, 2012 but effective as of August 7, 2012, by and among the Grantor, the Guarantors and the Lender;

WHEREAS, as further provided in the Loan Agreement, (i) the Lender has agreed to make loans and advances and provide other financial accommodations to the Borrower, and (ii) the Borrower has granted to the Lender a security interest in and to the Collateral (as defined in the Loan Agreement); and

WHEREAS, reference is further made to that certain Intellectual Property Security Agreement, dated as of December 7, 2007 (as amended, modified, supplemented, extended, renewed, restated or replaced, the "IP Security Agreement"), by and between the Grantor and the Lender, pursuant to which, among other things, the Grantor granted to the Lender a continuing security interest in and to the IP Collateral (as defined therein); and

WHEREAS, the Grantor has advised the Lender that it has acquired additional IP Collateral;

WHEREAS, the Grantor and the Lender 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 Loan Agreement (as applicable).
2. Amendments to IP Security Agreement. The Schedules to the IP Security Agreement are hereby amended as follows:

- (a) By supplementing **EXHIBIT A** thereto by adding to such **EXHIBIT A** the **EXHIBIT A-1** annexed hereto, and the IP Collateral described in Section 2(a) of the IP Security Agreement shall be deemed to include the Intellectual Property described on such **EXHIBIT A-1** (it being understood that such **EXHIBIT A-1** shall be deemed to supplement, rather than replace, **EXHIBIT A** annexed to the IP Security Agreement); and
 - (b) 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(a) of the IP Security Agreement shall be deemed to include the Intellectual Property described on such **EXHIBIT C-1** (it being understood that such **EXHIBIT C-1** shall be deemed to supplement, rather than replace, **EXHIBIT C** annexed to the IP Security Agreement) (the Intellectual Property described on the foregoing **EXHIBITS A-1** and **C-1** being hereinafter referred to as the "New IP").
- 3. Ratification of Security Interest. In furtherance and as confirmation of the security interest granted by the Grantor to the Lender under the Loan Agreement and the IP Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby ratifies such security interest and grants to the Lender 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 the 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 (b), (c), (d), (e) and (f) of Section 2 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").
- 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. The Grantor hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, the Grantor hereby acknowledges, confirms and agrees that all IP Collateral (including the New IP Collateral) shall continue to secure the Obligations. The Grantor further acknowledges and agrees that it does not have any knowledge of any offsets, defenses, or counterclaims against the Lender.
- 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, each shall be an original, and all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page hereto by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

- (b) This First Amendment and the other Financing Agreements expresses the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions or negotiations hereon.
- (c) The validity, interpretation and enforcement of this First Amendment and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the Commonwealth of Massachusetts but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the Commonwealth of Massachusetts.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor and the Lender have caused this First Amendment to be executed by their duly authorized officers under seal as of the date first above written.

GRANTOR:

FETCO HOME DECOR, INC.

By: 

Name: Nancy Babine Kucinski

Title: President

LENDER:

WELLS FARGO BANK, NATIONAL
ASSOCIATION (as successor by merger to
Wachovia Capital Finance Corporation (New
England))

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Grantor and the Lender have caused this First Amendment to be executed by their duly authorized officers under seal as of the date first above written.

GRANTOR:

FETCO HOME DECOR, INC.

By: _____
Name: _____
Title: _____

LENDER:

WELLS FARGO BANK, NATIONAL
ASSOCIATION (as successor by merger to
Wachovia Capital Finance Corporation (New
England))

By: Margaret A. Byrnes
Name: Margaret A. Byrnes
Title: Vice President

EXHIBIT A-1

Supplemental List of Copyrights and Copyright Licenses

Owned Copyright Registrations

Title	Registration Number	Effective Date
Fairfax Wall Collages	VA0001728882	07/02/2010

EXHIBIT C-1

Supplemental List of Trademarks and Trademark Licenses

Owned Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>	<u>Jurisdiction of Filing</u>
Eco-Elements	3,784,642	May 4, 2010	May 4, 2020	US
Eco Woods	4,043,439	October 18, 2011	October 18, 2021	US

Eco Woods!	71928	November 3, 2009	November 3, 2014	Massachusetts
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Owned Trademark Applications

None other than United States intent-to-use trademark application prior to the filing of a Statement of Use or Amendment to Allege Use in connection therewith.

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