

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Creative Co-Op, Inc.		10/01/2014	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association		
Street Address:	150 North Radnor Chester Road		
Internal Address:	Suite F110		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4454480	CREATIVECO-OP	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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>			
Phone:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	126028-01008		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	10/02/2014		
Total Attachments: 11			
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TRADEMARK

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement") made as of this 1st day of October, 2014 by CREATIVE CO-OP, INC., a Tennessee corporation (the "Grantor") in favor of HSBC BANK USA, NATIONAL ASSOCIATION, in its capacity as lender ("Lender"):

W I T N E S S E T H

WHEREAS, Grantor, Regent Holding Company, LLC, a Delaware limited liability company ("Holdings") and Lender are parties to a certain Credit Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrower by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Copyright; and

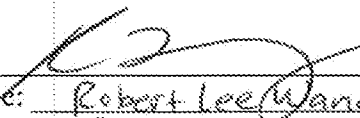
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be formed wholly within the State of New York. Any judicial proceeding brought by or against the Grantor with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Agreement, Grantor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Grantor at its address set forth in Section 11.15.1 of the Credit Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Lender to bring proceedings against the Grantor in the courts of any other jurisdiction. The Grantor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. The Grantor waives the right to remove any judicial proceeding brought against the Grantor in any state court to any federal court. Any judicial proceeding by the Grantor against Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of New York, State of New York.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CREATIVE CO-OP, INC.

By: 
Name: Robert Lee Wang
Title: President

Agreed and Accepted
As of the Date First Written Above

HSBC BANK USA, NATIONAL ASSOCIATION,
as Lender

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

TRADEMARK
REEL: 005373 FRAME: 0367

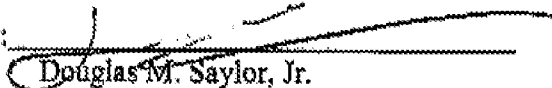
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CREATIVE CO-OP, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

**HSBC BANK USA, NATIONAL
ASSOCIATION, as the Lender**

By: 
Douglas M. Saylor, Jr.
Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

TRADEMARKS											
Grantor	Mark	Status	Country	Serial No	Filing Date	Pub Date	Reg No	Reg Date	Action Due	Next Due Date	Goods
US PTO	creative co-op	700	US	85-924,197	5/6/2013	1/1/2006	4,454,480	12/24/2013	File Declaration of Use	12/24/2018	Various home décor accessories

PATENT REGISTRATIONS

Grantor	Patent Title	Filing Date	Patent No.	Reg. Date	Assignee	Attorney of Record
N/A						

COPYRIGHTS

COPYRIGHTS					
Grantor	Mark	Status	Country	Reg No	Reg Date
N/A					

TRADEMARK

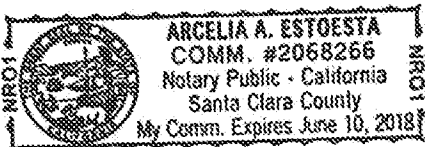
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SCHEDULE -1

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF CA : SS
COUNTY OF Santa Clara :

On this 30th day of Sept 2014, before me personally appeared ROBERT LEE WANG, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Creative Co-Op; that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



[Signature]
Notary Public
My Commission Expires: 06-10-2018

[ACKNOWLEDGEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

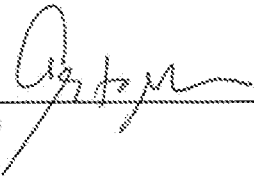
Jurat

State of California

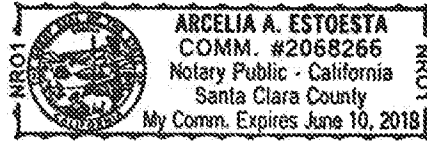
County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this 30th day of September,
20 14 by ROBERT LEE WANG

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature 

(Notary seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Security Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

Any Jurat completed in California must contain verbiage that indicates the notary public either personally knew the document signer (affiant) or that the identity was satisfactorily proven to the notary with acceptable identification in accordance with California notary law. Any jurat completed in California which does not have such verbiage must have add the wording either with a jurat stamp or with a jurat form which does include proper wording. There are no exceptions to this law for any jurat performed in California. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

POWER OF ATTORNEY

CREATIVE CO-OP, INC., a Tennessee corporation (the "Grantor"), hereby authorize HSBC BANK USA, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof ("Lender") under the Credit Agreement among Lender, Grantor and Regent Holding Company, LLC, a Delaware limited liability company, dated of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Credit Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Patent, Trademark and Copyright Security Agreement among Grantor and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Patent, Trademark and Copyright Security Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Credit Agreement.

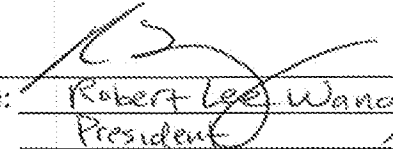
Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Credit Agreement and the Loan Documents.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney as a deed, this 1st day of October 2014.

CREATIVE CO-OP, INC.

By: 
Name: Robert Lee Wang
Title: President

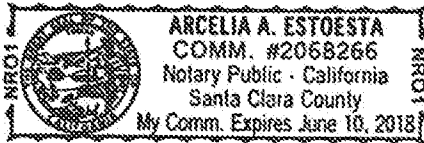
[SIGNATURE PAGE TO POWER OF ATTORNEY TO PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT]

TRADEMARK
REEL: 005373 FRAME: 0373

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF CA : SS
COUNTY OF Santa Clara:

On this 30th day of Sept 2014, before me personally appeared ROBERT LEE WANG, to me known and being duly sworn, deposes and says that ~~s/he~~ he is authorized to sign on behalf of Creative Group; that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



[Signature]
Notary Public
My Commission Expires: 06-10-2018

[ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK, PATENT
AND COPYRIGHT SECURITY AGREEMENT]

Jurat

State of California

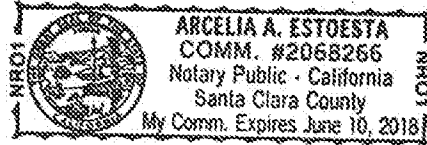
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Subscribed and sworn to (or affirmed) before me on this 30th day of September,
20 14 by ROBERT LEE WANG

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 - ◆ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document.