

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319211

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Old Time Pottery, LLC		10/02/2014	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	national banking association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2389128	OLD TIME POTTERY	
Registration Number:	2539336	STYLE FOR LESS!	
Registration Number:	2572796	HAY STACKS	
Registration Number:	2570774	HAY STACKS	
Registration Number:	2572795	HAY STACKS	
Registration Number:	2619536	HAY STACKS	
Registration Number:	2544071	HAY STACKS	
Registration Number:	2570772	ELVES AT WORK	
Registration Number:	2699175	ELVES AT WORK	
Registration Number:	2699174	ELVES AT WORK	
Registration Number:	2544070	ELVES AT WORK	
Registration Number:	2570773	ELVES AT WORK	
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		
TRADEMARK			

OP \$315.00 2389128

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: 074658-14060

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 10/06/2014

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 2nd day of October, 2014 **OLD TIME POTTERY, LLC**, a Tennessee limited liability company ("Old Time"), and **OTP HOLDINGS, LLC**, a Delaware limited liability company ("Holdings") and, together with Old Time, collectively the "Grantors" and each a "Grantor", in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), in its capacity as administrative agent for the Lenders ("Agent").

W I T N E S S E T H

WHEREAS, Grantors (together with certain Affiliates and any other person joined as a borrower to the Loan Agreement from time to time, referred to herein as the "Borrowers" and each a "Borrower") have entered into that certain Revolving Credit, Term Loan and Security Agreement (as amended, restated or modified from time to time, the "Loan Agreement") dated as of the date hereof with the financial institutions party thereto from time to time as lenders (the "Lenders") and Agent, providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, as security for the Obligations under the Loan Agreement, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by such Grantor's copyrights, trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan 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, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan 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 Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such 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 copyright, copyright application, trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such copyrights and copyright applications, the "Copyrights", such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

3. Covenants. Except as otherwise permitted under the Loan Agreement, each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Copyrights, Trademarks or Patents without prior written consent of Agent or in accordance with the Loan Agreement.

4. Representations and Warranties. Each Grantor hereby represents and warrants that the Copyrights, Trademarks and Patents listed on Schedule 1 attached hereto constitute all copyrights, copyright applications, trademarks, trademark applications, patents and patent applications owned or registered to such Grantor as of the date of this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto. This Agreement constitutes supplemental terms to the rights and obligations under the Loan Agreement. In the event of any conflict between this Agreement (or any portion thereof) and the Loan Agreement, the terms of the Loan Agreement shall prevail.

6. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York applied to contracts to be performed wholly within the State of New York.

7. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Loan Agreement pursuant to and in accordance with Article XIII thereof.

[Signatures to appear on following page]

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

OLD TIME POTTERY, LLC

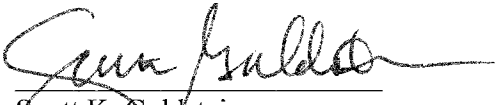
By: R. Sharp
Name: Robert Sharp
Title: President

OTP HOLDINGS, LLC

By: R. Sharp
Name: Robert Sharp
Title: President

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Scott K. Goldstein
Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement (Old Time Pottery)]

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TRADEMARK
REEL: 005375 FRAME: 0880

SCHEDULE 1

Trademarks:

MARK	Registration No.	Status	International Class (IC)
OLD TIME POTTERY	2,389,128	LIVE	IC 035
STYLE FOR LESS!	2,539,336	LIVE	IC 035
HAY STACKS	2,572,796	LIVE	IC 006
HAY STACKS	2,570,774	LIVE	IC 022
HAY STACKS	2,572,795	LIVE	IC 026
HAY STACKS	2,619,536	LIVE	IC 021
HAY STACKS	2,544,071	LIVE	IC 020
ELVES AT WORK	2,570,772	LIVE	IC 026
ELVES AT WORK	2,570,773	LIVE	IC 022
ELVES AT WORK	2,699,175	LIVE	IC 021
ELVES AT WORK	2,699,174	LIVE	IC 006
ELVES AT WORK	2,544,070	LIVE	IC 020

Copyrights:

OWNER	TITLE OF WORK	COPYRIGHT NUMBER	DATE
Old Time Pottery, LLC	Elves at Work	TX0005368582	2000
Old Time Pottery, LLC	Halloween/Fall/Harvest/Thanksgiving theme	TX0005245512	2000

Patents:

None

[Intellectual Property Security Agreement (Old Time Pottery)]