

02/12/2015

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0851-0027 (ex p. 8/30/2005)U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

2/11/15

103671209

To the director of the U. S. Patent and T.

## 1. Name of conveying party(ies)/Execution Date(s):

Gracious (IP) LLC

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State

☒ Other: Limited Liability CompanyCitizenship (see guidelines) DelawareExecution Date(s) February 10, 2015Additional names of conveying parties attached? ☐ Yes ☒ No

## 2. Name and address of receiving party(ies)

☐ Yes

Additional names, addresses, or citizenship attached?

☒ NoName: Signature BankInternal  
Address: \_\_\_\_\_Street Address: 565 Fifth AvenueCity: New YorkState: New YorkCountry: USAZip: 10017☐ Association Citizenship☐ General Partnership Citizenship \_\_\_\_\_☐ Limited Partnership Citizenship \_\_\_\_\_☐ Corporation Citizenship☒ Other Bank ☒ Citizenship USAIf assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☐ No

(Designations must be a separate document from assignment)

## 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) SEE SCHEDULE A  
ANNEXED HERETOB. Trademark Registration No.(s) SEE SCHEDULE A  
ANNEXED HERETOAdditional sheet(s) attached? ☒ Yes ☐ NoC. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
SEE SCHEDULE A ANNEXED HERETO

## 5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'BrienInternal Address: CT Lien SolutionsStreet Address: 187 Wolf Road - Suite 101City: AlbanyState: New YorkZip: 12205Phone Number: 800-342-3676Fax Number: 800-962-7049Email Address: cls-udsb@ny@wolterskluwer.com

## 6. Total number of applications and registrations involved:

7

## 7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$190.00

☐ Authorized to be charged by credit card☐ Authorized to be charged to deposit account☐ Enclosed

## 8. Payment Information:

a. Credit Card

Last 4 Numbers 0974Expiration Date 03/17

b. Deposit Account Number \_\_\_\_\_

Authorized User Name: \_\_\_\_\_

02/13/2015 DTIMBERL 00000002 78962787

## 9. Signature:

Signature

Michael G. Redina

Name of Person Signing

01 FC:8521

02 FC:8522

Date

Total number of pages including cover sheet, attachments, and document. 12Documents to be recorded (including cover sheet) should be faxed to (703) 508-6095, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450TRADEMARK  
REEL: 005459 FRAME: 0548

SCHEDULE A  
TO  
RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

Serial #	Registration #	Registration Date	Trademark
78962707	3264838	07/17/2007	GRACIOUS HOME
77554726	3807720	06/22/2010	GRACIOUS HOME EST. 1963
77554673	3828911	08/03/2010	GRACIOUS HOME
77153793	3351799	12/11/2007	GRACIOUS HOME
77125552	3351201	12/11/2007	GRACIOUS HOME
75256102	2152208	04/21/1998	LOOK NO FURTHER
72388157	0947721	11/21/1972	GRACIOUS HOME

3586358.1

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of February 10, 2015, is made by **GRACIOUS (IP) LLC**, a Delaware limited liability company ("Grantor") in favor of **SIGNATURE BANK** ("Lender"), and is being delivered in connection with that certain General Security Agreement, dated of even date herewith ("General Security Agreement"), made by Grantor and certain affiliates of Grantor in favor of Lender.

**WHEREAS**, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to an affiliate of Grantor, Gracious Home LLC and any other affiliate or subsidiary that may become a co-borrower under such financing arrangements from time to time ("Borrower");

**WHEREAS**, Grantor, pursuant to a Guaranty Agreement, has guaranteed the obligations of Borrower arising under such financing arrangements;

**WHEREAS**, as security for Grantor's obligations arising under the Guaranty Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

**WHEREAS**, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Lender as follows:

1. **Defined Terms**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the General Security Agreement.

2. **Grant of Security**. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral");

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which

an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the General Security Agreement, which is hereby incorporated by reference. The provisions of the General Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the General Security Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Lender an original of a Special Power of Attorney, a form of which is annexed hereto as Exhibit A, for, upon and during the continuance of an Event of Default, the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender upon and during the continuance of an Event of Default hereunder and under General Security Agreement and other Loan Documents.

6. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (i.e., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

9. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the General Security Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

GRACIOUS (IP) LLC, as Grantor

By: 

Name: James Linsalata

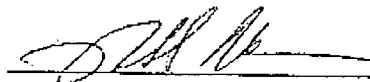
Title: Chief Financial Officer

[Trademark Security Agreement]

AGREED TO AND ACCEPTED:

**SIGNATURE BANK,**  
as Lender

By:

A handwritten signature in dark ink, appearing to be 'RW', is written over a horizontal line.

Name: Robert Wallace

Title: Authorized Signatory

[Trademark Security Agreement]

**EXHIBIT A**  
**SPECIAL POWER OF ATTORNEY – TRADEMARKS**

KNOW ALL MEN BY THESE PRESENTS, that GRACIOUS (IP) LLC, a Delaware limited liability company ("Grantor") hereby appoints SIGNATURE BANK ("Lender") and each officer thereof, upon and during the continuance of an Event of Default, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts to the extent permitted under the General Security Agreement, Loan Agreement or other Loan Documents upon and during the continuance of an Event of Default (as such terms are defined in the General Security Agreement):

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to the Trademark Collateral (as such term is defined in that certain Trademark Security Agreement, dated of even date herewith, by and among Grantor and Lender (the "Trademark Security Agreement")), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the Trademark Security Agreement.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its reasonable discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Special Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement and may not be revoked until full payment of the Guaranteed Obligations, as such terms are defined in the General Security Agreement.

Dated as of \_\_\_\_\_.

GRACIOUS (IP) LLC, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

[Exhibit A – Trademark Security Agreement]

**SCHEDULE I**  
**TRADEMARKS AND TRADEMARK APPLICATIONS**

**SEE ATTACHED.**

[Schedule I - Trademark Security Agreement]

SCHEDULE OF TRADEMARKS  
For filing of Trademark Security Agreement with USPTO

Serial #	Registration #	Registration Date	Trademark
78962707	3264838	07/17/2007	GRACIOUS HOME
77554726	3807720	06/22/2010	GRACIOUS HOME EST. 1963
77554673	3828911	08/03/2010	GRACIOUS HOME
77153793	3351799	12/11/2007	GRACIOUS HOME
77125552	3351201	12/11/2007	GRACIOUS HOME
75256102	2152208	04/21/1998	LOOK NO FURTHER
72388157	0947721	11/21/1972	GRACIOUS HOME

Gracious (IP) LLC – Intellectual Property

Trademarks

GRACIOUS HOME (Registration No. 947,721)

GRACIOUS HOME  
apt. 1000

(Registration No. 3,807,720)

GRACIOUS HOME (Registration No. 3,264,838)

GRACIOUS HOME

(Registration No. 3,351,799)

GRACIOUS HOME

(Registration No. 3,408,659) for credit card services; and

GRACIOUS HOME

(Registration No. 3,828,911)

Americas Retail Flagship Fund LLC

Trademark Report By Title  
Search Criteria

Printed: 10/17/2014

Case ID: 0815975  
Status: ACTIVE

Display Options

Active: Next Due  
Goods: All

COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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GRACIOUS HOME

EUROPEAN UNION (E.U.)	0815975.00013	4/19/2000	001619774	4/26/2002	001619774	REGISTERED	42
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CURRENT DUE	ACTION
12/14/2014	PCA

CLASS	DESCRIPTION
42	Retail gift, hardware, housewares and home furnishing store services.

UNITED STATES	0815975.00002	4/11/97	72388,157	11/21/1992	947,721	REGISTERED	042
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CURRENT DUE	ACTION
11/21/2021	RENEWAL 1Y REMINDER

CLASS	DESCRIPTION
042	RETAIL GIFT, HARDWARE, HOUSEWARES AND HOME FURNISHING STORE SERVICES

UNITED STATES	0815975.00003	8/29/2008	75462,707	7/17/2007	3,264,538	REGISTERED	035
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CURRENT DUE	ACTION
7/17/2018	RENEWAL 1Y REMINDER

CLASS	DESCRIPTION
035	Online retail store services in the field of retail gift, hardware, housewares and home furnishings

UNITED STATES	0815975.00005	3/6/2007	77125,552	12/11/2007	3,381,201	REGISTERED	005
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CURRENT DUE	ACTION
12/11/2018	RENEWAL 1Y REMINDER

CLASS	DESCRIPTION
005	Gift certificates

GRACIOUS HOME & Design

UNITED STATES	0815975.00010	4/11/2007	77163,793	12/11/2007	3,351,799	REGISTERED	036
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CURRENT DUE	ACTION
12/11/2018	RENEWAL 1Y REMINDER

CLASS	DESCRIPTION
035	Retail store services in the field of gift, hardware, housewares and home furnishings

UNITED STATES	0815975.00006	8/25/2008	77154,573	03/2010	3,820,311	REGISTERED	031, 003, 004, 008, 035, 041, 020, 021, 024, 035, 036
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CURRENT DUE	ACTION
08/25/18	U/S FINAL DEADLINE

COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
	CLASS	DESCRIPTION					
	001	Chemical treated paper for the prevention of tampering					
	003	household for perfume, bath soap, skin soap, bath salts, body cream, moisturizers, hand cream, skin lotion, hair and body wash, shampoo, deodorant, perfume, cologne, body spray, essential oils for use in the manufacture of scented products, and room fragrances, namely, room incense and perfume oil refills; cleaning preparations, namely, floor tile cleaners and floor tile polishes					
	004	candles					
	006	hand tools, namely, screwdrivers and screwdriver bits					
	009	hair accessories					
	011	flashlights, lamps, lampshades and sockets					
	020	picture frames and decorative pillows; framed decorative mirrors					
	021	household for a full line of non-metal and non-precious metal housewares, namely, plates, cups, mugs, bowls, glasses, saucers, sugar bowls, napkins, coffee pots, serving platters, serving carts, electrically heated dishes, oil stoves, pepper shakers, egg whisks, pickers, soup tureens, oil filters, cruet, flower pots, vases and vase trays, newspaper baskets, ceramic sweep box covers, candleholders, drinking glasses, namely, tumblers, soup dishes, toothbrush holders, skin and hand lotion dispensers for home use, jars, candles, fabric plastic hangers and plastic hangers and organizers for household purposes					
	024	Household for a full line of domestic textiles, namely, dinner napkins, cocktail napkins, placemats, tablecloths, shower curtains, bath towels, hand towels, bath sheets, washcloths, bed sheets, bed sheet sets, bed sheets, pillowcases, pillow shams, duvet covers, quilt covers, bed covers, bed covers, bed covers and covers, ornamental home used for decorating, namely, textile by beds					
	025	online retail and retail store services in the field of retail gift, hardware, house wares and home furnishings					
	026	Credit card services					

#### GRACIOUS HOME EST. 1963 & Design

UNITED STATES	0815575.000008	07/25/2008	77654,725	02/24/2013	3,007,720	REGISTERED	025
CURRENT DUE		ACTION					
02/22/2018		01/15 FINAL DEADLINE					
CLASS		DESCRIPTION					
003		online retail and retail store services in the field of retail gift, hardware, house wares and home furnishings					

#### LOOK NO FURTHER

UNITED STATES	0815575.000012	01/12/1997	75256,102	02/11/1998	2,152,200	REGISTERED	025
CURRENT DUE		ACTION					
02/12/2017		RENEWAL BY REMINDER					
CLASS		DESCRIPTION					
025		retail store services in the field of hardware, housewares and home furnishings					

END OF REPORT

TOTAL ITEMS SELECTED =

2