

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIG TIME DÉCOR, LLC		02/24/2015	LIMITED LIABILITY COMPANY: GEORGIA
APOLLO MARKETING, LLC		02/24/2015	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
Street Address:	3475 Piedmont Road NE		
Internal Address:	18th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86478181	AP	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	404-420-5527		
Email:	rjk@phrd.com		
Correspondent Name:	Rhonda J. Kenyeri, Paralegal -- PHR&D		
Address Line 1:	285 Peachtree Center Avenue		
Address Line 2:	Suite 1500		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	5285-7		
NAME OF SUBMITTER:	Bobbi Accord Nolan		
SIGNATURE:	/ban/		
DATE SIGNED:	02/25/2015		
Total Attachments: 7			

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**AMENDMENT AND SUPPLEMENT TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS AMENDMENT AND SUPPLEMENT TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of February 24, 2015, is made by and among **APOLLO MARKETING, LLC**, a Georgia limited liability company ("Apollo"), and **BIG TIME DÉCOR, LLC**, a Georgia limited liability company ("Décor"; Apollo and Décor, each a "Grantor" and collectively, the "Grantors") and **JPMORGAN CHASE BANK, N.A.**, a national banking association, in its capacity as administrative agent (together with its successors and assigns in such capacity, "Administrative Agent") for various financial institutions (collectively, the "Lenders"), with an office at 3475 Piedmont Road NE, 18th Floor, Atlanta, Georgia 30305.

WHEREAS, pursuant to that certain Notice of Grant of Security Interest in Trademark Rights, dated as of June 13, 2014 and recorded at Reel 5303 and Frame 0399 with the United States Patent and Trademark Office on June 17, 2014 (the "Original Grant of Security"), each Grantor granted a security interest to Administrative Agent in certain trademarks and other rights and assets of the Grantors;

WHEREAS, the parties desire to enter into this Agreement to evidence certain amendments and supplements to the Original Grant of Security and provide for other matters, more fully described herein;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings given such terms or provided by reference in the Original Grant of Security and the Security Agreement referred to therein.

2. Supplement to Notice of Grant of Security Interest. The Original Grant of Security is hereby amended and supplemented by adding the trademarks and trademark applications contained on Schedule I to this Agreement to Schedule A to the Original Grant of Security.

3. Additional Notice of Grant of Security Interest. To secure the prompt payment and performance of the Secured Obligations, each Grantor hereby pledges, assigns, grants and re-grants to Administrative Agent a continuing security interest in and Lien upon all of its right, title and interest to Trademarks, including, without limitation, the trademarks and trademark applications listed on Schedule A attached to the Original Grant of Security, as amended and supplemented hereby.

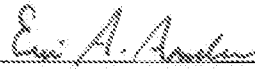
4. Acknowledgment. Each assignment, grant of security interest and other rights provided to Administrative Agent by, together with all obligations, covenants and liabilities of, each Grantor in the Original Grant of Security are hereby reaffirmed. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank;
Signatures appear on the following pages.]

IN WITNESS WHEREOF, Administrative Agent has caused this Agreement to be duly executed and delivered as of the day and year first above written.


JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: 
Name: **Eric A. Anderson**
Title: Authorized Officer


[Acknowledgment and Acceptance of Grantors follows on next page.]

Acknowledged and agreed as of the
day and date first set forth above:

APOLLO MARKETING, LLC

By 
Name: **Harry S. Pierce, Jr.**
Title: Chief Executive Officer

BIG TIME DÉCOR, LLC

By 
Name: **Harry S. Pierce, Jr.**
Title: Chief Executive Officer

By _____
Name: **Richard F. Chambers**
Title: President

By _____
Name: **Richard F. Chambers**
Title: President

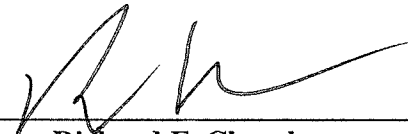
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[SEAL]

Acknowledged and agreed as of the
day and date first set forth above:

APOLLO MARKETING, LLC


By _____
Name: **Harry S. Pierce, Jr.**
Title: Chief Executive Officer

By  _____
Name: **Richard F. Chambers**
Title: President

[SEAL]

BIG TIME DÉCOR, LLC

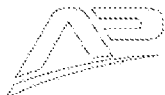
By _____
Name: **Harry S. Pierce, Jr.**
Title: Chief Executive Officer

By  _____
Name: **Richard F. Chambers**
Title: President

[SEAL]

SCHEDULE I
TO AMENDMENT AND SUPPLEMENT TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

US Trademarks:

MARK/ CLIENT NO.	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE	OWNER
AP Logo  45373.01.0029	86/478,181	12/11/2014	APOLLO MARKETING, LLC

Canadian Trademarks:

MARK/ CLIENT NO.	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE	OWNER
NEVER SLIP TECHNOLOGY 45373.01.0022	1,661,803	1/30/2014	APOLLO MARKETING, LLC
OIL PATCH GLOVE 45373.01.0023	1,680,399	6/9/2014	APOLLO MARKETING, LLC
PIPEFITTERS PROFESSIONAL 45373.01.0024	1,680,398	6/9/2014	APOLLO MARKETING, LLC

Mexican Trademarks:

MARK/ CLIENT NO.	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE	OWNER
NEVER SLIP TECHNOLOGY 45373.01.0030	1559565	12/15/2014	APOLLO MARKETING, LLC

MARK/ CLIENT NO.	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE	OWNER
NEVER SLIP TECHNOLOGY 45373.01.0031	1559566	12/15/2014	APOLLO MARKETING, LLC
NEVER SLIP TECHNOLOGY 45373.01.0032	1559567	12/15/2014	APOLLO MARKETING, LLC
OIL PATCH GLOVE 45373.01.0026	1,494,691	6/10/2014	APOLLO MARKETING, LLC
OIL PATCH GLOVE 45373.01.0025	1,494,692	6/10/2014	APOLLO MARKETING, LLC
PIPEFITTERS PROFESSIONAL 45373.01.0027	1,494,694	6/10/2014	APOLLO MARKETING, LLC
PIPEFITTERS PROFESSIONAL 45373.01.0028	1,494,693	6/10/2014	APOLLO MARKETING, LLC

Canadian Trademarks:

MARK/ CLIENT NO.	APPLICATION No./ REGISTRATION No.	FILING DATE/ REGISTRATION DATE	OWNER
ATALA 46172.01.0038	1,666,671	3/6/2014	BIG TIME DÉCOR, LLC
BIG TIME DECOR 46172.01.0029	1,666,871	3/7/2014	BIG TIME DÉCOR, LLC
MARANELLA 46172.01.0040	1,666,673	3/6/2014	BIG TIME DÉCOR, LLC
REALMONTE 46172.01.0033	1,666,675	3/6/2014	BIG TIME DÉCOR, LLC
SANDRIGO 46172.01.0034	1,666,672	3/6/2014	BIG TIME DÉCOR, LLC
UZZANO 46172.01.0032	1,666,674	3/6/2014	BIG TIME DÉCOR, LLC

Mexican Trademarks:

MARK/ CLIENT No.	APPLICATION No./ REGISTRATION No.	FILING DATE/ REGISTRATION DATE	OWNER
ATALA 46172.01.0037		1,464,678 1,475,054	BIG TIME DÉCOR, LLC
BIG TIME DECOR 46172.01.0030	1,465,762 1,461,130	3/11/2014 6/9/2014	BIG TIME DÉCOR, LLC
MARANELLA 46172.01.0031	1,464,680	3/7/2014	BIG TIME DÉCOR, LLC
REALMONTE 46172.01.0035	1,464,679 1,465,716	3/7/2014 6/26/2014	BIG TIME DÉCOR, LLC
SANDRIGO 46172.01.0039	1,464,677 1,460,045	3/7/2014 5/30/2014	BIG TIME DÉCOR, LLC
UZZANO 46172.01.0036	1,464,681 1,465,717	3/7/2014 6/26/2014	BIG TIME DÉCOR, LLC