

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM363877

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Amendment to Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FETCO HOME DECOR, INC.		11/20/2015	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, LLC
Street Address:	ONE SOUTH BROAD STREET
Internal Address:	Y1375-031
City:	PHILADELPHIA
State/Country:	PENNSYLVANIA
Postal Code:	19107
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3784642	ECO-ELEMENTS
Registration Number:	4499537	ECO METALS
Registration Number:	4043439	ECO WOODS
Registration Number:	1882142	FETCO INTERNATIONAL
Registration Number:	2668819	FETCO
Registration Number:	4419787	FRAME EVENT
Registration Number:	4452177	IT'S YOU
Registration Number:	4485907	TINY MIRACLES

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 2023704750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

OP \$215.00 3784642

ATTORNEY DOCKET NUMBER:	F159787
NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	11/30/2015

Total Attachments: 9

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**SECOND AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Amendment to Intellectual Property Security Agreement (this “Second Amendment”) is made as of November 20, 2015, by and between (a) FETCO HOME DECOR, INC., a Massachusetts corporation (the “Grantor”), and (b) WELLS FARGO CAPITAL FINANCE, LLC (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.

W I T N E S S E T H:

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 Second 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-2** 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-2** (it being understood that such **EXHIBIT A-2** shall be deemed to supplement, rather than replace, **EXHIBIT A** annexed to the IP Security Agreement);
 - (b) By amending and restating **EXHIBIT B** in the form of **EXHIBIT B** 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 B** annexed hereto; and
 - (c) By amending and restating **EXHIBIT C** in the form of **EXHIBIT C** 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** annexed hereto (the Intellectual Property described on the foregoing **EXHIBITS A-2, B** and **C** annexed hereto 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 Second 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 Second 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 Second 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 Second Amendment to be executed by their duly authorized officers under seal as of the date first above written.

GRANTOR:

FETCO HOME DECOR, INC.

By: *[Signature]*

Name: David Tabone

Title: Pres/CEO

LENDER:

WELLS FARGO CAPITAL FINANCE, LLC 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 Second 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 CAPITAL FINANCE, LLC as
successor by merger to Wachovia Capital Finance
Corporation (New England))


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

EXHIBIT A-2

Supplemental List of Copyrights and Copyright Licenses

Owned Copyright Registrations

<u>Title</u>	<u>Registration Number</u>	<u>Effective Date</u>
No titles given	VA3496D223	2003
D1054 (INSPIRE)	VA0001706131	2008
D1072 (FAITH)	VA0001706129	2008
D1120 (HOME SWEET HOME)	VA0001706127	2008
Fairfax wall collages. VA172882	V3628C513	2013
Fetco & 4 other titles	V3504D755	2003
Fetco & 5 other titles	V3629D431	2013
Fetco & 71 other titles	V3559D937	2007
No titles given	V3491D997	2002
No titles given for VA 579-929 et. al.	V3519D492	2004

Owned Copyright Applications

<u>Copyright Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Jurisdiction of Filing</u>
None			

Licensed Copyright Registrations

<u>Title</u>	<u>Registration Number</u>	<u>Effective Date</u>	<u>Jurisdiction of Filing</u>	<u>Name and Address of Licensor</u>
None				

Licensed Copyright Applications

<u>Title</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Jurisdiction of Filing</u>	<u>Name and Address of Licensor</u>
None				

EXHIBIT B

List of Patents and Patent Licenses

Owned Patent Registrations

Patent Description	Registration Number	Registration Date	Expiration Date	Jurisdiction of Filing
Photo Table	D 437,504	2/13/2001	2/13/2015	US
Free Standing Photo Album	D 421,463	3/7/2000	3/7/2014	US
Suspended Picture Frame (Application Filed as So Ho Suspension)	D 409,845	5/18/1999	6/18/2013	US
Folding Table-Screen Picture Holder (Application Filed as Triple Screen)	D 409,395	5/11/1999	5/11/2013	US

Owned Patent Applications

<u>Patent Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
None		

Licensed Patents

<u>Patent Description</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>	<u>Name and Address of Licensor</u>
None				

Licensed Patent Applications

<u>Patent Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Name and Address of Licensor</u>
None			

EXHIBIT C

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 Metals	4,499,537	March 18, 2014	March 18, 2024	US
Eco Woods	4,043,439	October 18, 2011	October 18, 2021	US
Fetco International and Design	1,882,142	March 7, 1995	To be Abandoned	US
Fetco	2,668,819	December 31, 2002	December 31, 2022	US
Frame Event	4,419,787	October 15, 2013	October 15, 2023	US
It's You	4,452,177	December 17, 2013	December 17, 2023	US
Tiny Miracles	4,485,907	February 18, 2014	February 18, 2024	US

Owned Trademark Applications

<u>Trademark Application</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Jurisdiction of Filing</u>
None			

Licensed Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>	<u>Jurisdiction of Filing</u>	<u>Name and Address of Licensor</u>
None					

Licensed Trademark Applications

<u>Trademark Application</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Jurisdiction of Filing</u>	<u>Name and Address of Licensor</u>
None				

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