

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Artissimo Designs LLC		10/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
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: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4466836	ARTISSIMO SPORTS & ENTERTAINMENT	
Registration Number:	3452572	LOT 26 STUDIO	
Registration Number:	3461457	ADD-HERES	
Registration Number:	3702827	SCRAPWALLING	
Registration Number:	3709872	ART·U·STICK	
Registration Number:	3777714	BURNISH	
Registration Number:	3795638	WORDS ADHESIVE INSPIRATIONS	
Registration Number:	3795749	QUOTES ADHESIVE INSPIRATIONS	
Registration Number:	3779769	ACCENTS ADHESIVE EMBELLISHMENTS	
Registration Number:	3981106	ADHESIVE REFLECTIONS	
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:	Blank Rome LLP		

OP \$265.00 4466836

Address Line 2: One Logan Square, 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 074658-15073

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 12/02/2015

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of this 23rd day of October 2015, by ARTISSIMO DESIGNS LLC, a Delaware limited liability company ("Artissimo"), together with any Person joined hereto from time to time as a grantor, collectively the "Grantors", and each a "Grantor", in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantors (together with any Person joined thereto from time to time as a borrower, collectively the "Borrowers", and each a "Borrower"), the lenders from time to time party thereto (the "Lenders"), and PNC Bank, National Association, as agent for Lenders ("Agent"), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, each Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of such Grantor's copyrights and copyright applications (collectively, "Copyrights") and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of such Grantor's patents and patent applications (collectively, "Patents"), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

- (d) all reissues, continuations or extensions of the foregoing; and
- (e) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of such Grantor identified in such written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. 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, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references

herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[signature page follows]

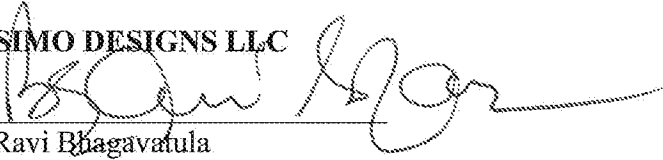
Each of the parties has signed this Agreement as of the day and year first above written.

ARTISSIMO DESIGNS LLC

By: _____

Name: Ravi Bhagavatula

Title: President

A handwritten signature in black ink, appearing to read 'Ravi Bhagavatula', is written over a horizontal line. The signature is fluid and cursive, extending to the right of the line.

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005680 FRAME: 0449

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications

None.

II. Patents and Patent Applications

#	Grantor	Title	Application/ Patent Number
1.	Artissimo Designs LLC	COMPOSITE LAMINATED PRINT AND FRAME AND METHOD OF FABRICATION	6920712
2.	Artissimo Designs LLC	DOUBLE CORNER PROTECTOR	D603263
3.	Artissimo Designs LLC	SYSTEM AND METHOD OF APPLYING A GEL COAT BRUSH STROKE PATTERN OVER AN IMAGE SURFACE	2,521,269 (Canada)
4.	Artissimo Designs LLC	COMPOSITE LAMINATED PRINT AND FRAME AND METHOD OF FABRICATION	2,442,760 (Canada)
5.	Artissimo Designs LLC	DOUBLE CORNER PROTECTOR	126876 (Canada)

III. Trademarks and Trademark Applications

#	Grantor	Mark	Serial/ Registration Number
1.	Artissimo Designs LLC	ARTISSIMO SPORTS & ENTERTAINMENT	4466836
2.	Artissimo Designs LLC	LOT 26 STUDIO	3452572
3.	Artissimo Designs LLC	ADD-HERES	3461457
4.	Artissimo Designs LLC	SCRAPWALLING	3702827
5.	Artissimo Designs LLC	ART-U-STICK	3709872
6.	Artissimo Designs LLC	BURNISH	3777714
7.	Artissimo Designs LLC	WORDS ADHESIVE	3795638

#	Grantor	Mark	Serial/ Registration Number
		INSPIRATIONS	
8.	Artissimo Designs LLC	QUOTES ADHESIVE INSPIRATIONS	3795749
9.	Artissimo Designs LLC	ACCENTS ADHESIVE EMBELLISHMENTS	3779769
10.	Artissimo Designs LLC	ADHESIVE REFLECTIONS	3981106
11.	Artissimo Designs LLC	ART BELLISSIMO & palette design	TMA653883 (Canada)
12.	Artissimo Designs LLC	ARTISSIMO SPORTS AND ENTERTAINMENT	TMA651948 (Canada)
13.	Artissimo Designs LLC	ART FOR YOUR LIFESTYLE & DESIGN	TMA652233 (Canada)
14.	Artissimo Designs LLC	ARTISSIMO	TMA677087 (Canada)

[Intellectual Property Security Agreement (Artissimo Designs, LLC)]
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