

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Fifth Supplement to Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plow & Hearth LLC		01/29/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	One Boston Place, 19th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86860129	HUGGLEPOD HANGOUT	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F161220		
NAME OF SUBMITTER:	Laura A. Kenerson		
SIGNATURE:	/Laura A. Kenerson/		
DATE SIGNED:	02/16/2016		
Total Attachments: 4			
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OP \$40.00 86860129

FIFTH SUPPLEMENT TO GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This Fifth Supplement to Grant of Security Interest in United States Trademarks (this "Supplement") is made as of the 20th day of January, 2016 by PLOW & HEARTH, LLC, a Delaware limited liability company (the "Grantor") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Grantee").

WHEREAS, the Grantor executed and delivered a Grant of Security Interest in United States Trademarks dated January 6, 2014 and recorded on January 8, 2014 at Reel 5189, Frame 0563 (as amended of record from time to time, hereinafter, the "Existing Grant") in favor of the Grantee, pursuant to which the Grantor pledged, assigned and granted a security interest in certain Marks (as defined therein), as supplemented pursuant to the First Supplement to Grant of Security Interest in United States Trademarks dated October 31, 2014 and recorded on November 18, 2014 at Reel 5402, Frame 0916, as further supplemented pursuant to the Second Supplement to Grant of Security Interest in United States Trademarks dated February 13, 2015 and recorded on February 18, 2015 at Reel 5461, Frame 0527, as further supplemented pursuant to the Third Supplement to Grant of Security Interest in United States Trademarks dated May 15, 2015 and recorded on May 29, 2015 at Reel 5525, Frame 0136, and as further supplemented pursuant to the Fourth Supplement to Grant of Security Interest in United States Trademarks dated November 25, 2015 and recorded on November 25, 2015 at Reel 5676, Frame 0974 (collectively, the "TM Supplements," and together with the Existing Grant, collectively, the "Grant"); and

WHEREAS, the Grantor has developed additional Marks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Marks in favor of the Grantee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
2. Supplement to Schedule A. Schedule A to the Grant is hereby supplemented, but not replaced, by Schedule A-1 annexed hereto. For the purposes of clarity, from and after the date hereof, Schedule A shall be deemed to include (i) the Marks referenced on Schedule A as such Schedule A exists immediately prior to the date hereof (including as supplemented pursuant to the TM Supplements), and (ii) the Marks referenced on Schedule A-1 annexed hereto.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.

- b. This Supplement and the Grant cover the entire understanding of the parties with respect to the matters set forth herein and supersede all prior discussions and negotiations hereon.

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.

PLOW & HEARTH, LLC, as Grantor

By: _____

Name: _____

Title: _____


T. DANA PAPPAS
COO

[Signature Page to Fifth Supplement to Grant of Security Interest in United States Trademarks]

SCHEDULE A-1

Mark	App. No/Reg. No	App./Reg. Date	Owner
Hugglepod Hangout	86860129	12/29/15	Plow & Hearth, LLC