

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375784

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900355686		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRIAD CATALOG CO., L.L.C.		02/12/2016	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	CIT BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		
Street Address:	888 EAST WALNUT		
City:	PASADENA		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4598104	BRISE D'ÉTÉ NO. 7	
Registration Number:	4589886	SHELLSEEKER	
Registration Number:	4499560	SOFT SURROUNDINGS	
Registration Number:	4511795	1908	
Serial Number:	86518403	GILDA	
CORRESPONDENCE DATA			
Fax Number:	7037125240		
<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:	7037125361		
Email:	scotugno@mcguirewoods.com		
Correspondent Name:	Shannon Cotugno		
Address Line 1:	1750 TYSONS BLVD		
Address Line 2:	SUITE 1800		
Address Line 4:	TYSONS, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	2056737-0107		
NAME OF SUBMITTER:	Shannon Cotugno		
SIGNATURE:	/Shannon Cotugno/		

DATE SIGNED:	03/07/2016
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Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of February 12, 2016 (as amended, restated, extended, renewed, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”) by each of the Persons listed on the signature pages hereto (each a “Grantor” and collectively, the “Grantors”), jointly and severally in favor and CIT BANK, NATIONAL ASSOCIATION, as the administrative agent (in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties (as defined below), with reference to the following facts:

A. Pursuant to the Amended and Restated Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) dated as of January 28, 2016 by and among TRIAD CATALOG CO., L.L.C., a Missouri limited liability company (“Soft Surroundings”), SOFT SURROUNDINGS HOLDINGS, LLC, a Delaware limited liability company (“Parent”, and together with Soft Surroundings and each other Person who is joined as a party to the Credit Agreement as a Borrower, each a “Borrower” and collectively, the “Borrowers”), the lenders from time to time a party thereto (each a “Lender” and collectively, the “Lenders”), and the Administrative Agent, the Lenders are making certain credit facilities available to the Borrowers.

B. The Credit Agreement provides, as a condition to the availability of the credit facilities referred to above, that Grantors shall enter into this Trademark Security Agreement and shall grant security interests to the Administrative Agent as herein provided.

C. Each Grantor expects to realize direct and indirect benefits as a result of the availability of the aforementioned credit facilities.

AGREEMENT

NOW, THEREFORE, in order to induce the Lenders to extend the aforementioned credit facilities, and for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, Grantors hereby jointly and severally represent, warrant, covenant, agree, assign and grant as follows:

1. Definitions. This Trademark Security Agreement is a Trademark Security Agreement referred to in the Credit Agreement. This Trademark Security Agreement is also one of the “Loan Documents” referred to in the Credit Agreement. Terms defined in the Credit Agreement and not otherwise defined in this Trademark Security Agreement shall have the meanings defined for those terms in the Credit Agreement. Terms defined in the UCC and not otherwise defined in this Trademark Security Agreement or in the Credit Agreement shall have the meanings defined for those terms in the UCC.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Lenders, a continuing first priority security interest in 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 “Trademark Collateral”):

(a) trademarks, trade names, trade styles, service marks, all prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature, all applications, registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any state thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including, without limitation, those registered and applied-for trademarks, terms, designs and applications described on Schedule I hereto (the “Trademarks”); and

(b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks;

provided, however, neither the Trademarks nor the Trademark Collateral shall include any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed).

3. Security for Obligations. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by each Grantor, to the Administrative Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

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


5. Authorization to Supplement. If the Grantor shall obtain rights to any new Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall provide notice in writing to Agent with respect to any such new Trademarks as required by the Credit Agreement. Without limiting Grantor’s obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

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

GRANTORS:

TRIAD CATALOG CO., L.L.C.,
a Missouri limited liability company

By: 
Name: Thomas K. Wilcher
Title: Chief Executive Officer

ACCEPTED AND
ACKNOWLEDGED BY:

CIT BANK, NATIONAL ASSOCIATION
as Administrative Agent

By: 

Name: Gary Kirshner

Title: Managing Director

Schedule I to Trademark Security Agreement

Trademark	Registration or Application Number	Date Registered or Filed	Country
GILDA	86518403	1/29/15	United States
BRISE D'ÉTÉ NO. 7	4598104	09/02/14	United States
SHELLSEEKER	4589886	08/19/14	United States
SOFT SURROUNDINGS	4499560	03/18/14	United States
1908	4511795	04/08/14	United States