

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378727

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THINGS REMEMBERED, INC.		03/31/2016	Corporation:
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	PUBLIC LISTED COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4694094	DON'T JUST SAY IT. ENGRAVE IT.	
Registration Number:	4265185	IENGRAVE	
Registration Number:	4500335	TIMELESS BRILLIANCE COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8728		
Email:	juan.arias@weil.com		
Correspondent Name:	Emi Suzuki		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	21151.0148 EMI SUZUKI		
NAME OF SUBMITTER:	EMI Suzuki		
SIGNATURE:	/Emi Suzuki/		
DATE SIGNED:	03/31/2016		
Total Attachments: 5			
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

March 31, 2016

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, THINGS REMEMBERED, INC., a Delaware corporation, with principal offices at 5500 Avion Park Drive, Highland Heights, Ohio 44143 (the "Grantor"), hereby grants to BARCLAYS BANK PLC, as Collateral Agent, with principal offices at 745 Seventh Avenue, New York, New York 10019 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under all of Grantor's United States trademarks, trademark registrations and trademark applications (the "Marks"), including those set forth on Schedule A attached hereto, but excluding any "intent-to-use" application for registration of a Mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all rights to past, present or future proceeds and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

THIS GRANT is made to secure the payment of all the Secured Obligations of each of the Grantors, as such term is defined in the Security Agreement among the Grantors, the other grantors from time to time party thereto and the Grantee, dated as of May 24, 2012 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Borrower and the Collateral Agent. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND EACH OTHER SECURED PARTY SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING ARISING HEREUNDER OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO AND EACH OTHER SECURED PARTY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR, EACH LENDER AND THE COLLATERAL AGENT HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH GRANTOR, EACH LENDER AND THE COLLATERAL AGENT IRREVOCABLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO. EACH PARTY HERETO AND EACH OTHER SECURED PARTY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER) IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

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IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest in Trademarks as of the 31st day of March, 2016.

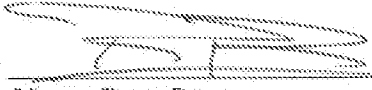
THINGS REMEMBERED, INC.,
as Grantor

By: 

Name: Charles J. Ibold

Title: Secretary

BARCLAYS BANK PLC,
as Collateral Agent and Grantee

By: 
Name: Ryan Roy
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005762 FRAME: 0159

Schedule A

<u>TRADEMARK</u>	<u>REG. NO./ DATE</u>	<u>APP. NO./ FILED</u>	<u>OWNER</u>	<u>STATUS</u>
DON'T JUST SAY IT. ENGRAVE IT.	4694094 03-MAR-2015	85962118 17-JUN-2013	Things Remembered, Inc.	Registered
IENGRAVE	4265185 25-DEC-2012	85306150 27-APR-2011	Things Remembered, Inc.	Registered
TIMELESS BRILLIANCE COLLECTION	4500335 25-MAR-2014	85790798 29-NOV-2012	Things Remembered, Inc.	Registered