

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379945

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900359420

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
This Old House Ventures, LLC		04/01/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Webster Bank, National Association
Street Address:	100 Franklin Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2841226	ASK THIS OLD HOUSE
Registration Number:	2080589	
Registration Number:	2088753	
Registration Number:	2113480	
Registration Number:	3923743	THIS NEW HOUSE
Registration Number:	1732568	THIS OLD HOUSE
Registration Number:	1992003	THIS OLD HOUSE
Registration Number:	2019384	THIS OLD HOUSE
Registration Number:	2693188	THIS OLD HOUSE
Registration Number:	3145567	THIS OLD HOUSE
Registration Number:	3553590	THIS OLD HOUSE
Registration Number:	3728397	THIS OLD HOUSE
Registration Number:	4227312	THIS OLD HOUSE
Registration Number:	4497564	THIS OLD HOUSE
Registration Number:	2238871	THIS OLD HOUSE

CORRESPONDENCE DATA

Fax Number:

TRADEMARK

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: 2122383214
Email: selwin@emmetmarvin.com
Correspondent Name: Sharon Elwin
Address Line 1: 120 Broadway
Address Line 2: 32nd Floor
Address Line 4: New York, NEW YORK 10271

ATTORNEY DOCKET NUMBER:	F162269
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NAME OF SUBMITTER:	Sharon Elwin
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SIGNATURE:	/Sharon Elwin/
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DATE SIGNED:	04/08/2016
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Total Attachments: 4

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GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **THIS OLD HOUSE VENTURES, LLC**, a Delaware limited liability company (the "**Grantor**"), and **WEBSTER BANK, NATIONAL ASSOCIATION**, (the "**Administrative Agent**") are parties to a Security Agreement, dated as of April 1, 2016 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, as security for the payment or performance, as applicable, in full of the Obligations, the Grantor collaterally assigned, mortgaged, pledged, hypothecated and transferred to the Administrative Agent, and granted to the Administrative Agent, a security interest in, all of the right, title and interest of the Grantor in, to and under the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor, as security for the payment or performance, as applicable, in full of the Obligations, hereby collaterally mortgages, pledges, hypothecates and transfers to the Administrative Agent, and grants to the Administrative Agent, a security interest in, all of the right, title and interest of the Grantor in, to and under the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "**Trademark Collateral**"):

- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the "**Trademarks**");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder that would result in the forfeiture of the Grantors' rights in any Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such Trademark, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such Trademark application prior to such filing would result in the forfeiture or voiding of or adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of a conflict between the terms of this Grant of Security Interest (Trademarks) and the Security Agreement, the terms of the Security Agreement shall control.

The Administrative Agent's address is: 100 Franklin Street, Boston, Massachusetts 02110.

[Signature page to Grant of Security Interest (Trademarks)]

TRADEMARK
REEL: 005763 FRAME: 0057

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of APRIL 1, 2016.

THIS OLD HOUSE VENTURES, LLC

By: _____

Name: William H. Hunscher, Jr.

Title: Vice President

[Signature page to Grant of Security Interest (Trademarks)]

TRADEMARK
REEL: 005763 FRAME: 0058

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of April 1, 2016

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ASK THIS OLD HOUSE	2841226	May 11, 2004
DESIGN (WINDOW)	2080589	July 22, 1997
DESIGN (WINDOW)	2088753	August 19, 1997
DESIGN (WINDOW)	2113480	November 18, 1997
THIS NEW HOUSE	3923743	February 22, 2011
THIS OLD HOUSE	1732568	November 17, 1992
THIS OLD HOUSE	1992003	August 6, 1996
THIS OLD HOUSE	2019384	November 26, 1996
THIS OLD HOUSE	2693188	March 4, 2003
THIS OLD HOUSE	3145567	September 19, 2006
THIS OLD HOUSE	3553590	December 30, 2008
THIS OLD HOUSE	3728397	December 22, 2009
THIS OLD HOUSE	4227312	October 16, 2012
THIS OLD HOUSE	4497564	March 18, 2014
THIS OLD HOUSE LOGO	2238871	April 13, 1999