

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Trademark Collateral Security and Pledge Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sur La Table, Inc.		07/28/2016	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Blackrock Capital Investment Corporation (formerly BlackRock Kelso Capital Corporation)		
Street Address:	40 East 52nd Street, 21st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86784710	MAKE IT MERRY	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	90572-00003		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	10/08/2016		
Total Attachments: 5			
source=SLT Second Amendment -- Amendment to Trademark Collateral Security and P #page1.tif			
source=SLT Second Amendment -- Amendment to Trademark Collateral Security and P #page2.tif			
source=SLT Second Amendment -- Amendment to Trademark Collateral Security and P #page3.tif			

CH \$40.00 86784710

source=SLT Second Amendment -- Amendment to Trademark Collateral Security and P #page4.tif
source=SLT Second Amendment -- Amendment to Trademark Collateral Security and P #page5.tif

AMENDMENT TO TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

This Amendment to Trademark Collateral Security and Pledge Agreement (the "**Amendment**") is made as of this 28th day of July, 2016, by and between:

SUR LA TABLE, INC., a Washington corporation having an address of 6100 4th Avenue S., Suite 500, Seattle, Washington 98108 (the "**Assignor**"), and

BLACKROCK CAPITAL INVESTMENT CORPORATION (formerly BlackRock Kelso Capital Corporation), a Delaware Corporation having an address of 40 East 52nd Street, 21st Floor, New York, New York 10022, as collateral agent and administrative agent for itself and other lenders (hereinafter, in such capacity, the "**Agent**").

W I T N E S S E T H:

A. The Assignor and the Agent are parties to that certain Trademark Collateral Security and Pledge Agreement dated as of July 28, 2011 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Security Agreement**"), pursuant to which the Assignor pledged, assigned and granted a security interest in favor of the Agent in certain Pledged Trademarks (as defined therein).

B. The Assignor has acquired additional Trademarks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademarks and all Trademark Registrations, Trademark License Rights, Trademark Rights, Associated Goodwill, Related Assets, and all accessions to, substitutions for, replacements of and all products and proceeds of any and all of the foregoing in favor of the Agent.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Assignor and the Agent hereby agree as follows:

1. **Definitions**. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Security Agreement.
2. **Amendment to Schedule A**. The Security Agreement is hereby amended by adding **Schedule A-1** attached hereto as an addition to **Schedule A** attached to the Security Agreement. For purposes of clarity, such **Schedule A-1** shall be deemed to supplement, rather than replace, **Schedule A** annexed to the Security Agreement. Without limiting the grant of security interest provided in the Security Agreement and any other Loan Document, the Assignor hereby unconditionally grants to the Agent, for the benefit of the Lender Group, as collateral security for the payment and performance in full of all of the Obligations, a continuing security interest in and first priority lien on the Pledged Trademarks (including, without limitation, the Trademarks set forth on **Schedule A-1**), and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Agent for the benefit of the Lender Group; **provided**, that the security interest granted hereunder shall in no event include any Excluded Property.
3. **Miscellaneous**:

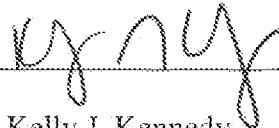
- A. Except as provided herein, all terms and conditions of the Security Agreement remain in full force and effect. The Assignor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
- B. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Amendment by signing any such counterpart. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment.
- C. This Amendment and the other Loan Documents reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.
- D. The provisions of Sections 13, 14, 17, 18 and 20 of the Security Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"ASSIGNOR"

SUR LA TABLE, INC.

By: 

Name: Kelly J. Kennedy

Title: Chief Financial Officer

"AGENT"

BLACKROCK CAPITAL INVESTMENT CORPORATION

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"ASSIGNOR"

SUR LA TABLE, INC.

By: _____

Name: Kelly J. Kennedy

Title: Chief Financial Officer

"AGENT"

BLACKROCK CAPITAL INVESTMENT CORPORATION

By:  _____

Name: Steven Sterling

Title: CEO

SCHEDULE A-1

<u>Trademark</u>	<u>Owner</u>	<u>Filing/Registration Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
U.S. Federal				
MAKE IT MERRY	Sur La Table, Inc.	Filing Date 10/12/2015 Reg. Date (pending)	Allowed	Appl. No. 86/784,710 Reg. No. (pending)

[Schedule A-1 to Amendment to Trademark Collateral Security and Pledge Agreement]