

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nielsen & Bainbridge, LLC		04/26/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as First Lien Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking corporation: GERMANY		
PROPERTY NUMBERS Total: 74			
Property Type	Number	Word Mark	
Registration Number:	3405913	ADALIA	
Registration Number:	1153919	ALPHAMAT	
Registration Number:	1153917	ALPHAMOUNT	
Registration Number:	1236235	ALPHARAG	
Registration Number:	3082293	ARCHIVART	
Registration Number:	4544333	ARTCARE	
Registration Number:	2548281	ARTCARE ALPHALINEN	
Registration Number:	3174628	ASTI	
Registration Number:	1016848	BAINBRIDGE	
Registration Number:	3481733	BB	
Registration Number:	3481732	BB BURNES	
Registration Number:	3626935	BB BURNES	
Registration Number:	3375463	BB BURNES OF BOSTON	
Registration Number:	2224816	BRISTOL COLLECTION	
Registration Number:	1750065	BURNES	
Registration Number:	3331196	BURNES OF BOSTON	
Registration Number:	1057648	BURNES OF BOSTON	
Registration Number:	4371568	C+H	
Registration Number:	2340194	CANTERBURY MATBOARD	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1612966	CARR
Registration Number:	1439185	COLORWAVE
Registration Number:	1968927	CONNOISSEUR
Registration Number:	4071789	CURATOR'S CHOICE
Registration Number:	2876462	CYNTHIA ROYCE
Registration Number:	2960304	CYNTHIA ROYCE
Registration Number:	1835473	DAX
Registration Number:	2296802	DECOR ESSENTIALS
Registration Number:	1800750	DECOREL
Registration Number:	2217987	DESIGN YOUR OWN ALBUM
Registration Number:	3548032	ECOCARE
Registration Number:	4255266	FRAMEFLOATER
Registration Number:	1085803	FRAMEKIT
Registration Number:	1448540	FRAMES AS SPECIAL AS THE MEMORIES THEY H
Registration Number:	4318375	GALLERY PERFECT
Registration Number:	3459400	GALLERY SOLUTIONS
Registration Number:	4205149	GALLERY SOLUTIONS
Registration Number:	1549092	HOLSON
Registration Number:	1673488	I
Registration Number:	4144318	INTERCRAFT
Registration Number:	3313281	LEVEL-LINE
Registration Number:	3099455	LEVEL-LINE
Registration Number:	3514031	LEVEL-LINE
Registration Number:	4078168	METALLIX
Registration Number:	3898290	METROPOLITAN
Registration Number:	3275836	MONCADA
Registration Number:	2701295	NEOPOLITAN
Registration Number:	1305935	NIELSEN
Registration Number:	2566900	NIELSEN BAINBRIDGE
Registration Number:	3743179	NO MORE CROOKED LEDGES!
Registration Number:	3405908	NOCTURNE
Registration Number:	2222717	NOVACORE
Registration Number:	1651515	NURRE CAXTON
Registration Number:	3174619	ONDA
Registration Number:	3230292	PALLADIO
Registration Number:	4629345	PHOTOGUARD
Registration Number:	4710706	PINNACLE
Registration Number:	4706741	PINNACLE

Property Type	Number	Word Mark
Registration Number:	3958736	RADIANTS
Registration Number:	1363411	RARE WOODS
Registration Number:	1653107	REFLECTIONS
Registration Number:	3273844	RESTORE
Registration Number:	3142727	SALON
Registration Number:	4256188	SHOWCASE YOUR LIFE
Registration Number:	4564551	SHOWCASE YOUR LIFE
Registration Number:	2886362	SPEEDMOUNT
Registration Number:	1706662	STUDIOTAC
Registration Number:	1079906	TERRAGRAFICS
Registration Number:	1153176	THE FRAME PEOPLE
Registration Number:	1541577	ULTIMIZER
Registration Number:	4665478	VIVIDS
Registration Number:	3392970	WALLGRABBER
Registration Number:	2773501	YOUR MEMORIES FOR LIFE
Registration Number:	4392542	YOUR MEMORIES FOR LIFE
Registration Number:	1055591	BB

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 049259-0135

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /S/ Angela M. Amaru

DATE SIGNED: 04/27/2017

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated April 26, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (the “First Lien Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to herein.

WHEREAS, NBG INTERMEDIATE HOLDINGS INC., a Delaware corporation (“Holdings”), NBG ACQUISITION INC., a Delaware corporation (the “Initial Borrower”), which shall be merged with and into KNB HOLDINGS CORPORATION, a Delaware corporation (the “Company”), with the Company surviving the merger and resulting in the Company being the “Borrower” (together with its permitted successors and assigns) and succeeding to all the rights and obligations of the Initial Borrower thereunder and under the other Loan Documents upon, and at all times after, the consummation of the Merger, Holdings, the Company, DEUTSCHE BANK AG NEW YORK BRANCH, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”), and the First Lien Collateral Agent, and each lender from time to time party thereto (collectively, the “Lenders” and, each individually, a “Lender”) have entered into the First Lien Credit Agreement dated as of April 26, 2017 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby mortgages and pledges to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “First Lien Trademark Collateral”):

the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto, together with (i) all renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof, (iv) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (v) all other rights accruing thereunder or pertaining thereto throughout the world (but excluding any intent-to-use trademark application in the United States prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto with the United States Patent and Trademark Office).

SECTION 2. Security for Obligations. The grant of a security interest in the First Lien Trademark Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the First Lien Collateral Agent with respect to the First Lien Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

DESIGN SOLUTIONS INTERNATIONAL, INC.

By: 

Name: Gary Golden

Title: Vice President and Secretary

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006044 FRAME: 0068

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

JIMCO LAMP & MANUFACTURING COMPANY

By: 

Name: Gary Golden

Title: Vice President and Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

NIELSEN & BAINBRIDGE, LLC

By: 

Name: Gary Golden

Title: Chief Financial Officer, Vice President and
Assistant Secretary

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006044 FRAME: 0070

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

PATTON PICTURE COMPANY

By: 

Name: Gary Golden

Title: Vice President and Secretary

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006044 FRAME: 0071

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

PLANTATION PATTERNS, LLC

By: 

Name: Gary Golden

Title: Vice President and Secretary

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006044 FRAME: 0072

DEUTSCHE BANK AG NEW YORK BRANCH,
as First Lien Collateral Agent

By: Peter Cucchiara

Name: Peter Cucchiara
Title: Vice President

By: M Tarkington






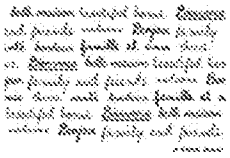
Name: Marcus Tarkington
Title: Director




[Signature Page to First Lien Trademark Security Agreement]




TRADEMARK
REEL: 006044 FRAME: 0073


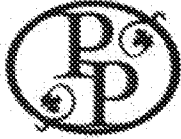


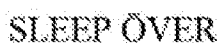

SCHEDULE A


United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Trademark Image	Registration No. or Application No.
Nielsen & Bainbridge, LLC	ADALIA		3,405,913
Patton Picture Company	ADDISON CLOCK CO.		4,074,806
Nielsen & Bainbridge, LLC	ALPHAMAT		1,153,919
Nielsen & Bainbridge, LLC	ALPHAMOUNT		1,153,917
Nielsen & Bainbridge, LLC	ALPHARAG		1,236,235
Nielsen & Bainbridge, LLC	ARCHIVART		3,082,293
Nielsen & Bainbridge, LLC	ARTCARE		4,544,333
Nielsen & Bainbridge, LLC	ARTCARE ALPHALINEN		2,548,281
Nielsen & Bainbridge, LLC	ASTI		3,174,628
Nielsen & Bainbridge, LLC	BAINBRIDGE		1,016,848
Patton Picture Company	BALDAUF CLOCK CO.		3,921,360
Nielsen & Bainbridge, LLC	BB		3,481,733
Nielsen & Bainbridge, LLC	BB BURNES	 BURNES	3,481,732
Nielsen & Bainbridge, LLC	BB BURNES	 BURNES	3,626,935
Nielsen & Bainbridge, LLC	BB BURNES OF BOSTON	 	3,375,463
Jimco Lamp & Manufacturing Company	BELLE MAISON BEAUTIFUL HOME BIENVENUE AND FRIENDS WELCOME BONJOUR FAMILY ANTE BONHEUR FAMILLE ET AMIS CHEERS UNE BIENVENUE A THRO BRAND		4,291,361
Nielsen & Bainbridge, LLC	BRISTOL COLLECTION		2,224,816
Nielsen & Bainbridge, LLC	BURNES		1,750,065

Registered owner/ Grantor	Trademark	Trademark Image	Registration No. or Application No.
Nielsen & Bainbridge, LLC	BURNES OF BOSTON		3,331,196
Nielsen & Bainbridge, LLC	BURNES OF BOSTON		1,057,648
Nielsen & Bainbridge, LLC	C+H		4,371,568
Nielsen & Bainbridge, LLC	CANTERBURY MATBOARD		2,340,194
Nielsen & Bainbridge, LLC	CARR		1,612,966
Jimco Lamp & Manufacturing Company	CITY CHIC		86/186,447 ITU
Patton Picture Company	CLEVEDON CLOCK CO.		4,074,797
Nielsen & Bainbridge, LLC	COLORWAVE		1,439,185
Nielsen & Bainbridge, LLC	CONNOISSEUR		1,968,927
Nielsen & Bainbridge, LLC	CURATOR'S CHOICE		4,071,789
Nielsen & Bainbridge, LLC	CYNTHIA ROYCE		2,876,462
Nielsen & Bainbridge, LLC	CYNTHIA ROYCE		2,960,304
Nielsen & Bainbridge, LLC	DAX		1,835,473
Nielsen & Bainbridge, LLC	DECOR ESSENTIALS		2,296,802
Jimco Lamp & Manufacturing Company	DECOR THERAPY		5,156,514
Jimco Lamp & Manufacturing Company	DECOR THERAPY		5,156,523
Nielsen & Bainbridge, LLC	DECOREL		1,800,750
Nielsen & Bainbridge, LLC	DESIGN YOUR OWN ALBUM		2,217,987
Design Solutions International, Inc.	DSI		4,726,020
Design Solutions International, Inc.	DSI		4,599,805
Design Solutions International, Inc.	DSI DESIGN SOLUTIONS INTERNATIONAL INC		4,726,021
Design Solutions International, Inc.	DSI DESIGN SOLUTIONS INTERNATIONAL INC		4,599,806
Design Solutions International, Inc.	ECO LIGHTING		4,610,135
Nielsen & Bainbridge, LLC	ECOCARE		3,548,032
Jimco Lamp & Manufacturing Company	ELEGANT INTERIORS		86/738,800 ITU
Nielsen & Bainbridge, LLC	FRAMEFLOATER		4,255,266
Nielsen & Bainbridge, LLC	FRAMEKIT		1,085,803

Registered owner/ Grantor	Trademark	Trademark Image	Registration No. or Application No.
Nielsen & Bainbridge, LLC	FRAMES AS SPECIAL AS THE MEMORIES THEY HOLD		1,448,540
Nielsen & Bainbridge, LLC	GALLERY PERFECT		4,318,375
Nielsen & Bainbridge, LLC	GALLERY SOLUTIONS		3,459,400
Nielsen & Bainbridge, LLC	GALLERY SOLUTIONS		4,205,149
Patton Picture Company	GLENMONT CLOCK CO.		4,074,805
Nielsen & Bainbridge, LLC	HOLSON		1,549,092
Plantation Patterns, LLC	HYDRO-DRY		4,732,646
Nielsen & Bainbridge, LLC	I		1,673,488
Nielsen & Bainbridge, LLC	INTERCRAFT		4,144,318
Nielsen & Bainbridge, LLC	LEVEL-LINE		3,313,281
Nielsen & Bainbridge, LLC	LEVEL-LINE		3,099,455
Nielsen & Bainbridge, LLC	LEVEL-LINE		3,514,031
Jimco Lamp & Manufacturing Company	LIVE BEACHY.		4,555,723
Jimco Lamp & Manufacturing Company	LIVE COZY		3,911,714
Design Solutions International, Inc.	LUCIANA		4,349,197
Jimco Lamp & Manufacturing Company	MARLO LORENZ		3,021,571
Nielsen & Bainbridge, LLC	METALLIX		4,078,168
Nielsen & Bainbridge, LLC	METROPOLITAN		3,898,290
Nielsen & Bainbridge, LLC	MONCADA		3,275,836
Nielsen & Bainbridge, LLC	NEOPOLITAN		2,701,295
Nielsen & Bainbridge, LLC	NIELSEN		1,305,935
Nielsen & Bainbridge, LLC	NIELSEN BAINBRIDGE		2,566,900
Nielsen & Bainbridge, LLC	NO MORE CROOKED LEDGES!		3,743,179
Nielsen & Bainbridge, LLC	NOCTURNE		3,405,908
Nielsen & Bainbridge, LLC	NOVACORE		2,222,717
Nielsen & Bainbridge, LLC	NURRE CAXTON		1,651,515
Nielsen & Bainbridge, LLC	ONDA		3,174,619

Registered owner/ Grantor	Trademark	Trademark Image	Registration No. or Application No.
Plantation Patterns, LLC	P		87/135,584 ITU
Plantation Patterns, LLC	P P		3,226,390
Nielsen & Bainbridge, LLC	PALLADIO		3,230,292
Nielsen & Bainbridge, LLC	PHOTOGUARD		4,629,345
Nielsen & Bainbridge, LLC	PINNACLE		4,710,706
Nielsen & Bainbridge, LLC	PINNACLE		4,706,741
Plantation Patterns, LLC	PLANTATION PATTERNS		2,242,465
Plantation Patterns, LLC	PLANTATION PATTERNS		5,165,856
Plantation Patterns, LLC	PLANTATION PATTERNS		5,165,857
Nielsen & Bainbridge, LLC	RADIANTS		3,958,736
Plantation Patterns, LLC	RAPID-DRY		4,634,453
Nielsen & Bainbridge, LLC	RARE WOODS		1,363,411
Nielsen & Bainbridge, LLC	REFLECTIONS		1,653,107
Nielsen & Bainbridge, LLC	RESTORE		3,273,844
Patton Picture Company	REVIVE		4,195,600
Nielsen & Bainbridge, LLC	SALON		3,142,727
Nielsen & Bainbridge, LLC	SHOWCASE YOUR LIFE		4,256,188
Nielsen & Bainbridge, LLC	SHOWCASE YOUR LIFE		4,564,551
Jimco Lamp & Manufacturing Company	SLEEP OVER		3,861,657
Nielsen & Bainbridge, LLC	SPEEDMOUNT		2,886,362
Nielsen & Bainbridge, LLC	STUDIOTAC		1,706,662
Nielsen & Bainbridge, LLC	TERRAGRAFICS		1,079,906
Patton Picture Company	TESORO		4,564,496
Nielsen & Bainbridge, LLC	THE FRAME PEOPLE		1,153,176
Plantation Patterns, LLC	THE HOME COLLECTION FROM PLANTATION PATTERNS		2,245,432
Jimco Lamp & Manufacturing Company	THRO		2,581,486

Registered owner/ Grantor	Trademark	Trademark Image	Registration No. or Application No.
Jimco Lamp & Manufacturing Company	THRO HOME		3,360,163
Nielsen & Bainbridge, LLC	ULTIMIZER		1,541,577
Nielsen & Bainbridge, LLC	VIVIDS		4,665,478
Nielsen & Bainbridge, LLC	WALLGRABBER		3,392,970
Jimco Lamp & Manufacturing Company	WILLOW BROOK LANE		4,827,826
Nielsen & Bainbridge, LLC	YOUR MEMORIES FOR LIFE		2,773,501
Nielsen & Bainbridge, LLC	YOUR MEMORIES FOR LIFE		4,392,542
Nielsen & Bainbridge, LLC	BB and Design		1,055,591
Nielsen & Bainbridge, LLC	PICK & MIX		87/352,702 ITU