

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425468

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE LOVESAC COMPANY		04/21/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SIENA FUNDING LLC		
Street Address:	9 W BROAD STREET		
City:	STAMFORD		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2659121	LOVESAC	
Registration Number:	3035784	LOVESAC	
Registration Number:	3134349	SACTIONALS	
Registration Number:	3234481	DURAFOAM	
Registration Number:	3028008	SAC	
Registration Number:	3244136	LOVESAC	
Registration Number:	3168679	SQUATTOMAN	
Registration Number:	3168632	SUPERSAC	
Registration Number:	3168678	MOVIESAC	
Registration Number:	4801804	LOVESAC	
Registration Number:	5091651	LOVESOFT	
Serial Number:	87057762	LOVESAC	
Serial Number:	87086600	DESIGNED FOR LIFE	
Serial Number:	87178371	OTTABLE	
CORRESPONDENCE DATA			
Fax Number:	2126921020		
<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:	212-692-1000		

CH \$365.00 2659121

Email: bdsiff@duanemorris.com
Correspondent Name: DUANE MORRIS LLP
Address Line 1: 1540 Broadway
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER: Brian D. Siff

SIGNATURE: /brian d siff/

DATE SIGNED: 04/28/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 21, 2017, by THE LOVESAC COMPANY, a Delaware corporation ("Grantor"), in favor of SIENA FUNDING LLC ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the Loan Party Obligors party thereto and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make certain Loans for the benefit of Grantor, subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) Trademarks means (a) all trademarks, trade names, corporate names, company names, trade styles, service marks, logos and other source or business identifiers and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all pending applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, or State thereof or any other country or any political subdivision thereof or otherwise, and all common-law rights related thereto, associated with the list of trademarks and trademark applications referenced in the attached Schedule A, and (b) the right to obtain all renewals thereof.

(c) Trademark Licenses means, collectively, each agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including any of the foregoing referred to in Schedule A.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, a continuing first priority security interest in all of 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) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule A hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark or Trademark licensed under any Trademark License; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any such

Trademark;

but exclusive of:

(e) any written lease, license, contract or agreement to which the Obligor is a party, and any of its rights or interests thereunder, if and to the extent that a security interest in such rights or interests (i) is prohibited by or in violation of any law, rule or regulation applicable to such Obligor or (ii) is prohibited by or in violation of a term, provision or condition of any such lease, license, contract or agreement constituting a valid and enforceable restriction in favor of a Person that is not an Affiliate and the counterparty to such lease, license, contract or agreement refuses to consent to the pledge of a security interest by the Obligor to the Collateral Agent in such property after the Obligor's good faith effort to obtain such consent from the relevant counterparty (unless in the case of each of clause (i) and (ii) above, if such law, rule, regulation, term, provision or condition would be rendered ineffective with respect to the creation of the security interest hereunder pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law including the Bankruptcy Code)); provided, that the Collateral shall include (and such security interest shall attach) immediately at such time as the contractual or legal prohibition shall no longer be applicable (including, without limitation, with respect to any specific Collateral, because a consent to the grant of a security interest therein has been obtained from the relevant Person) and to the extent severable, shall attach immediately to any portion of such lease, license, contract or agreement (or any of its rights or interests thereunder) not subject to the prohibitions specified in (i) or (ii) above; provided, further, that the exclusions referred to in this clause (*i.e.*, including clause (e)(i) and clause (e)(ii)) shall not include any Proceeds or other distributions arising therefrom (whether in cash or in-kind) of any such lease, license, contract or agreement (or any of its rights or interests thereunder); and

(f) any "intent-to-use" application for registration of a trademark 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.

3. REPRESENTATION AND WARRANTY AND COVENANTS. Grantor hereby represents and warrants to Lender that Schedule A lists all registered Trademarks and all Trademark Licenses owned by Grantor in its own name on the date hereof. Grantor (either itself or through licensees) will (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless Lender shall obtain a first priority perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way. Grantor will notify Lender immediately if it knows that any application or registration relating to any Trademark may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding, Grantor's ownership of, or the validity of, any Trademark or Grantor's right to register the same or to own and maintain the same.

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

(signature pages follow)

IN WITNESS WHEREOF, 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.

GRANTOR:

THE LOVESAC COMPANY,
a Delaware company

By: [Signature]

Name: Jack A. Kruse

Title: President & COO

ACCEPTED AND ACKNOWLEDGED BY:

SIENA FUNDING LLC LLC

By: [Signature]

Name: Juan Carlos Maldonado

Title: V.P.

By: [Signature]

Name: Steven Sanicola

Title: Director

**SAC ACQUISITION LLC
TRADEMARKS & TRADEMARK APPLICATIONS
15605.220
Updated March 15, 2017**

Attorney Docket No.	Title	Official No.	Country	Case Status	Filing Date	Registration Date
15605.6	LoveSac	2659121	United States of America	Registered	22-Jan-2002	10-Dec-2002
15605.13A	LoveSac	1033613	Australia	Registered	08-Dec-2004	25-Jul-2005
15605.17	LoveSac	3035784	United States of America	Registered	13-Jan-2005	27-Dec-2005
15605.26	Sactionals	3134349	United States of America	Registered	06-Apr-2005	22-Aug-2006
15605.26a	Sactionals	010412369	EPO	Registered	14-Nov-2011	24-Apr-2012
15605.26b	Sactionals	TMA852206	Canada	Registered	09-Nov-2011	31-May-2013
15605.26c	Sactionals	01526451	Taiwan	Registered	11-Nov-2011	01-Jun-2013
15605.26d	Sactionals	10175883	China	Registered	11-Nov-2011	04-Jan-2013
15605.28	DURAFOAM	3234481	United States of America	Registered	29-Oct-2004	24-Apr-2007
15605.30	SAC	3028008	United States of America	Registered	29-Sep-2004	13-Dec-2005
15605.40	LoveSac	935449	Mexico	Registered	26-Aug-2005	29-May-2006
15605.46	LoveSac	3244136	United States of America	Registered	06-Jan-2006	22-May-2007
15605.49	Squattoman	3168679	United States of America	Registered	06-Jan-2006	07-Nov-2006
15605.50	SuperSac	3168632	United States of America	Registered	28-Dec-2005	07-Nov-2006
15605.51	MovieSac	3168678	United States of America	Registered	06-Jan-2006	07-Nov-2006
15605.56	LoveSac	TMA698659	Canada	Registered	18-Nov-2005	16-Oct-2007
15605.61	LoveSac	003252558	European Community	Registered	07-Sep-2003	20-Apr-2005
15605.98	LoveSac	45-0023943	Republic of Korea	Registered	28-May-2007	18-Jul-2008
15605.119	LOVESAC	1344/59	Saudi Arabia	Registered	13-Dec-2010	25-Aug-2012
15605.119.1	LOVESAC	1344/60	Saudi Arabia	Registered	13-Dec-2010	25-Aug-2012

Attorney Docket No.	Title	Official No.	Country	Case Status	Filing Date	Registration Date
15605.124	LOVESAC	8781416	China	Registered	27-Oct-2010	28-Feb-2014
15605.133.1	LOVESAC & DESIGN	8465792	China	Registered	09-Jul-2010	21-Jul-2011
15605.136	LOVESAC	4801804	United States of America	Registered	22-Aug-2011	01-Sep-2015
15605.137	LOVESAC	01526450	Taiwan	Registered	11-Nov-2011	01-Jul-2012
15605.138	LOVESAC	30208274 4	Hong Kong	Registered	11-Nov-2011	09-Oct-2012
15605.148	LOVESAC	958852	New Zealand	Registered	15-May-2012	06-Nov-2012
15605.157	LOVESOFT	5091651	United States of America	Registered	12-Aug-2014	29-Nov-2016
15605.164	LOVESAC	4-2015-18462	Vietnam	Pending	14-Jul-2015	
15605.165	SACTIONALS	4-2015-18461	Vietnam	Pending	14-Jul-2015	
15605.177	Lovesac Logo with Block E	87057762	United States of America	Pending	02-Jun-2016	
15605.177a	LOVESAC LOGO with block E	1813163	Australia	Pending	1-December-2016	
15605.187	Designed for Life	87086600	United States of America	Pending	28-Jun-2016	
15605.189	OTTABLE TM App.	87178371	United States of America	Pending	21-Sep-2016	
15605.191	LOVESAC TM	21805837	China	Pending	7-Nov-2016	
15605.192	LOVESAC TM	21805989	China	Pending	7-Nov-2016	
15605.200	LOVESAC TM	1813165	Australia	Pending	1-Dec-2016	
15605.201	SACTIONALS TM	1813167	Australia	Pending	1-Dec-2016	

TRADEMARK

RECORDED: 04/28/2017

REEL: 006047 FRAME: 0626