

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427610

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Grandview Gallery, LLC		05/15/2017	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Huntington Capital Investment Company II		
<b>Street Address:</b>	200 Public Square		
<b>Internal Address:</b>	7th Floor, #7-068		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87285524	CORE BY GRANDVIEW	
<b>Serial Number:</b>	87285521	GRANDVIEW	
<b>Serial Number:</b>	87258431	GRANDVIEW	
<b>Serial Number:</b>	87285511	GRANDVIEW GALLERY	
<b>Serial Number:</b>	87256750	GRANDVIEW GALLERY	
<b>Serial Number:</b>	87285562	GV	
<b>Serial Number:</b>	87285571	GV GRANDVIEW GALLERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8446706009		
<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>			
<b>Phone:</b>	734-623-1909		
<b>Email:</b>	dwtrademarks@dickinson-wright.com		
<b>Correspondent Name:</b>	Matthew J. Snider		
<b>Address Line 1:</b>	350 S. Main St.		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	Matthew J. Snider		
<b>SIGNATURE:</b>	/Matthew J. Snider/		

OP \$190.00 87285524

**DATE SIGNED:**

05/16/2017

**Total Attachments: 10**

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**NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS**

United States Patent and Trademark Office

Gentlemen:

Please be advised that, pursuant to the Patent and Trademark Security Agreement dated as of May 15, 2017 (the "Security Agreement"), by and between the Grantor and The Huntington Capital Investment Company II ("Lender"), the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Lender:

TRADEMARKS

MARKS	OWNER	SER. NO. FILING DATE	REG. NO. REG. DATE	STATUS
CORE BY GRANDVIEW	GRANDVIEW GALLERY, LLC	87/285,524 DECEMBER 30, 2016	N/A	PUBLISHED
GRANDVIEW	GRANDVIEW GALLERY, LLC	87/285,521 DECEMBER 30, 2016	N/A	PUBLISHED
GRANDVIEW	GRANDVIEW GALLERY, LLC	87/258,431 DECEMBER 6, 2016	N/A	PENDING
GRANDVIEW GALLERY	GRANDVIEW GALLERY, LLC	87/285,511 DECEMBER 30, 2016	N/A	PUBLISHED
GRANDVIEW GALLERY	GRANDVIEW GALLERY, LLC	87/256,750 DECEMBER 5, 2016	N/A	PENDING
	GRANDVIEW GALLERY, LLC	87/285,562 DECEMBER 30, 2016	N/A	PUBLISHED
 GRANDVIEW GALLERY	GRANDVIEW GALLERY, LLC	87/285,571 DECEMBER 30, 2016	N/A	APPROVED FOR PUBLICATION

The Grantor and the Lender hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

This Notice and the security interests and liens of the Lender in and upon the collateral described herein are secondary and subordinate at all times to the security interests and liens of

First Tennessee Bank National Association in and upon such collateral, regardless of the order of filing, pursuant to the terms of a Subordination Agreement between the Lender and First Tennessee Bank National Association.

Very truly yours,

GRANDVIEW GALLERY, LLC

By: John C. Aplin

Name: John C. Aplin

Title: Treasurer

ACKNOWLEDGED AND ACCEPTED:

THE HUNTINGTON CAPITAL  
INVESTMENT COMPANY II

By: \_\_\_\_\_

Name: Marty McCormick

Title: Managing Director

STATE OF TENNESSEE *IN*  
COUNTY OF SHELBY *Marion*

Personally appeared before me, the undersigned a Notary Public in and for said State and County aforesaid, John C. Aplin, who acknowledged himself to be, the Treasurer of GRANDVIEW GALLERY, LLC, a limited liability company, and as such officer duly authorized and empowered to execute the above instrument for and on behalf of the said GRANDVIEW GALLERY, LLC for the consideration, uses and purposes therein specified.

WITNESS my hand and Notarial Seal at office this 15<sup>th</sup> day of May, 2017.

*Marta T. Clarke*  
Notary Public

My Commission Expires:

\_\_\_\_\_



Marta T. Clarke  
Notary Public - Indiana  
County of Marion  
My Comm. Expires: Jun. 15, 2021

STATE OF OHIO  
COUNTY OF CUYAHOGA

Personally appeared before me, the undersigned a Notary Public in and for the State and County aforesaid, personally appeared Marty McCormick, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Director of **THE HUNTINGTON CAPITAL INVESTMENT COMPANY II**, the within-named bargainer, an Ohio corporation, and that he as such Managing Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the association by himself as such Managing Director.

WITNESS my hand and seal at office, on this \_\_\_\_ day of May, 2017.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

COLUMBUS 51755-55 69326v1

First Tennessee Bank National Association in and upon such collateral, regardless of the order of filing, pursuant to the terms of a Subordination Agreement between the Lender and First Tennessee Bank National Association.

Very truly yours,

GRANDVIEW GALLERY, LLC

By: \_\_\_\_\_  
Name: John C. Aplin  
Title: Treasurer

ACKNOWLEDGED AND ACCEPTED:

THE HUNTINGTON CAPITAL  
INVESTMENT COMPANY II

By: Marty McCormick  
Name: Marty McCormick  
Title: Managing Director

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, the undersigned a Notary Public in and for said State and County aforesaid, John C. Aplin, who acknowledged himself to be, the Treasurer of GRANDVIEW GALLERY, LLC, a limited liability company, and as such officer duly authorized and empowered to execute the above instrument for and on behalf of the said GRANDVIEW GALLERY, LLC for the consideration, uses and purposes therein specified.

WITNESS my hand and Notarial Seal at office this \_\_\_\_ day of May, 2017.

\_\_\_\_\_  
Notary Public

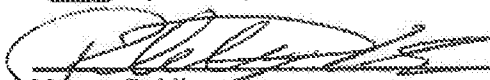
My Commission Expires:

\_\_\_\_\_

STATE OF OHIO  
COUNTY OF CUYAHOGA

Personally appeared before me, the undersigned a Notary Public in and for the State and County aforesaid, personally appeared Marty McCormick, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Director of THE HUNTINGTON CAPITAL INVESTMENT COMPANY II, the within-named bargainer, an Ohio corporation, and that he as such Managing Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the association by himself as such Managing Director.

WITNESS my hand and seal at office, on this 15 day of May, 2017.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

Aug 4, 2020

COLUMBUS 51755-55 69326v1



PHILLIP KHAMOUA  
Notary Public, State of Ohio  
My Comm. Expires Aug. 4, 2020  
Recorded in Cuyahoga County

## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Security Agreement") is entered into as of May 15, 2017, between GRANDVIEW GALLERY, LLC, a Tennessee limited liability company, whose address is 5185 Hickory Hill Road, Memphis, Tennessee 38141-8209 ("Grantor"), and THE HUNTINGTON CAPITAL INVESTMENT COMPANY II, an Ohio corporation whose address is 200 Public Square, 7th Floor, #7-068, Cleveland OH 44114, Attention: Marty McCormick (the "Lender"), in connection with that certain Senior Subordinated Note Purchase Agreement, dated as of the date hereof, by and between Grantor and Lender (the "Note Purchase Agreement").

### WITNESSETH:

That for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Lender as follows:

1. Definitions.

(a) Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Note Purchase Agreement.

(b) In addition, the following terms shall have the following meanings:

"Interest Rate Management Agreements" means interest rate management contracts with Lender on behalf of the Grantor, whether now existing or hereafter arising, which shall include, but are not limited to, interest rate swap transactions, basis swaps, forward rate transactions, commodity swaps, commodity options, equity or equity index swaps, equity or equity index options, bond options, interest rate options, foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options or any other similar transaction (including any option with respect to any of these transactions).

"Patent Licenses" means all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in Schedule I(a) attached hereto.

"Patents" means (a) all letters patent of the United States or any other country and all reissues and extensions thereof, including, without limitation, any thereof referred to in Schedule I(a) attached hereto; and (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any thereof referred to in Schedule I(a) attached hereto.

"Trademark Licenses" means any agreement, written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule I(a) attached hereto.



"Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule 1(a) attached hereto; and (b) all renewals thereof.

2. Grant of Security Interest in the Collateral. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, the Grantor hereby grants to the Lender a continuing security interest in, and a right to set off against, any and all right, title and interest of the Grantor in and to the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the "Collateral"):

- (a) all Patents;
- (b) all Patent Licenses;
- (c) all Trademarks;
- (d) all Trademark Licenses; and
- (e) Proceeds of any and all of the foregoing.

The Grantor and the Lender hereby acknowledge and agree that the security interest created hereby in the Collateral (i) constitutes continuing collateral security for all of the Obligations and (ii) is not to be construed as an assignment of any Patents, Patent Licenses, Trademarks or Trademark Licenses.

3. Representations and Warranties. The Grantor hereby represents and warrants to the Lender that until such time as the Obligations are satisfied in full:

(a) Patents and Trademarks.

(i) Schedule 1(a) hereto includes all Patents, Patent Licenses, Trademarks and Trademark Licenses owned by the Grantor in its own name as of the date hereof.

(ii) To the best of the Grantor's knowledge, each Patent and Trademark of the Grantor is valid, subsisting, unexpired, enforceable and has not been abandoned.


(iii) Except as set forth in Schedule 1(a) hereto, none of such Patents and Trademarks is the subject of any licensing or franchise agreement.

(iv) No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any Patent or Trademark.

Each of the parties hereto has caused a counterpart of this Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR

GRANDVIEW GALLERY, LLC

By:   
Name: John C. Aplin  
Title: Treasurer

Accepted and agreed to as of the  
date first above written:

THE HUNTINGTON CAPITAL  
INVESTMENT COMPANY II

By: \_\_\_\_\_  
Name: Marty McCormick  
Title: Managing Director

*[Signature Page to IP Security Agreement]*

TRADEMARK

REEL: 006059 FRAME: 0636

Each of the parties hereto has caused a counterpart of this Security Agreement to be duly executed and delivered as of the date first above written.

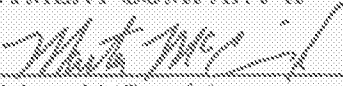
GRANTOR:

GRANDVIEW GALLERY, LLC

By: \_\_\_\_\_  
Name: John C. Aplin  
Title: Treasurer

Accepted and agreed to as of the  
date first above written:

THE HUNTINGTON CAPITAL  
INVESTMENT COMPANY II

By:  \_\_\_\_\_  
Name: Marty McCormick  
Title: Managing Director

*{Signature Page to LP Security Agreement}*

TRADEMARK  
REEL: 006059 FRAME: 0637

SCHEDULE 1(a)

INTELLECTUAL PROPERTY

U.S. Patents

1. Issued Patents


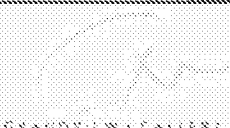
PATENT NO.	DESCRIPTION OF PATENT ITEM	DATE OF PATENT

2. Patent Applications

DESCRIPTION OF PATENT APPLIED FOR	PATENT APPLICATION NO.	DATE OF FILING OF PATENT APPLICATION

3. U.S. Trademarks

Registered Marks

MARKS	OWNER	SER. NO. FILING DATE	REG. NO. REG. DATE	STATUS
CORE BY GRANDVIEW	GRANDVIEW GALLERY, LLC	87/285,524 DECEMBER 30, 2016	N/A	PUBLISHED
GRANDVIEW	GRANDVIEW GALLERY, LLC	87/285,521 DECEMBER 30, 2016	N/A	PUBLISHED
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