

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arhaus, LLC		06/26/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	60 Wall St., 16th Flr., Mail Stop NYC60-1625		
Internal Address:	attn: Structured Finance Services-Arhaus, LLC Trust Agency Services		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2419269	ARHAUS	
Registration Number:	1743196	ARHAUS FURNITURE	
Registration Number:	3863738	ARHAUS JEWELS	
Registration Number:	4710396	ARHAUS THE LOFT	
Serial Number:	87140532	ARHAUS YOUR HOME	
Registration Number:	3731810	FURNISHING A BETTER WORLD	
Serial Number:	86122896	GREENHAUS	
Serial Number:	86122760	ARHAUS TABLE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Jacqueline Regis		
Address Line 1:	1999 Avenue of the Stars, Suite 1400		
Address Line 2:	c/o Hogan Lovells US LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Jacqueline Regis		

OP \$215.00 2419269

SIGNATURE:	/Michael Barys/
DATE SIGNED:	06/30/2017
Total Attachments: 14 source=Arhaus - TM cover sheet#page1.tif source=Arhaus - TM cover sheet#page2.tif source=Arhaus - TM cover sheet#page3.tif source=Arhaus - TM cover sheet#page4.tif source=Arhaus - TM cover sheet#page5.tif source=Arhaus - TM cover sheet#page6.tif source=Arhaus - TM cover sheet#page7.tif source=Arhaus - TM cover sheet#page8.tif source=Arhaus - TM cover sheet#page9.tif source=Arhaus - TM cover sheet#page10.tif source=Arhaus - TM cover sheet#page11.tif source=Arhaus - TM cover sheet#page12.tif source=Arhaus - TM cover sheet#page13.tif source=Arhaus - TM cover sheet#page14.tif	

**SECOND LIEN
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") made as of June 26, 2017, by ARHAUS, LLC, a Delaware limited liability company ("Borrower") and each of the other entities listed on the signature pages hereto (Borrower and such other entities, collectively, the "Grantors" and each, a "Grantor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation, in its capacity as collateral agent for the Lenders (in such capacity, together with its successors and permitted assigns, "Grantee"):

W I T N E S S E T H

WHEREAS, the Borrower, Lenders and the Grantee are parties to a certain Credit Agreement dated as of June 26, 2017 (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), providing for extensions of credit to be made to Borrower by the Lenders; and

WHEREAS, pursuant to the terms of a certain Guaranty and Collateral Agreement dated as of June 26, 2017, among the Grantors and Grantee (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), each Grantor has granted to Grantee, for the benefit of the Secured Parties, a security interest in substantially all of the assets of such Grantor including a security interest in all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (together with the goodwill of the Grantor's business symbolized by such Trademarks), Patents and Copyrights (each as defined in the Security Agreement), and all products and proceeds thereof, to secure the Obligations (as defined in the Credit Agreement).

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Grantee, for the benefit of the Secured Parties, and hereby reaffirms its grant pursuant to the Security Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), to the extent such security interest can be

granted under applicable law, whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (ii) each Patent and application for Patent listed on Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof; and
- (iii) each Copyright, Copyright registration and application for Copyright listed on Schedule 3 annexed hereto, together with any reissues, continuations or extensions thereof;
- (iv) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Patent or Copyright.

3. Miscellaneous. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee, Lenders, Secured Parties or any Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of Grantee and the other Secured Parties and their respective successors and assigns. This Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

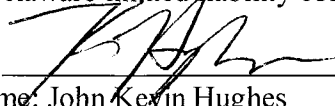
4. Intercreditor Agreement. This Agreement, and the rights and remedies of Grantee hereunder, are subject to the terms of that certain Intercreditor Agreement, dated as of June 26, 2017, by and between Monroe Capital Management Advisors LLC, in its capacity as administrative agent and collateral agent under the “First Lien Loan Documents” (as defined therein), including its successors and assigns in such capacity from time to time (“First Lien Agent”), and Grantee in its capacity as collateral agent, including its successors and assigns in such capacity from time to time, and acknowledged by the Credit Parties. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

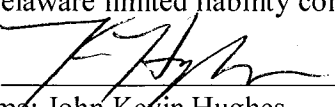
IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:

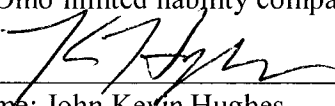
ARHAUS, LLC,
a Delaware limited liability company

By: 
Name: John Kevin Hughes
Title: Senior Vice President and Treasurer

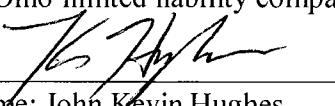
TB ARHAUS, LLC,
a Delaware limited liability company

By: 
Name: John Kevin Hughes
Title: Treasurer

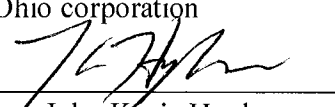
HOMEWORKS LOGISTICS, LLC,
an Ohio limited liability company

By: 
Name: John Kevin Hughes
Title: Treasurer

ARHAUS GIFT CARDS, LLC,
an Ohio limited liability company

By: 
Name: John Kevin Hughes
Title: Treasurer

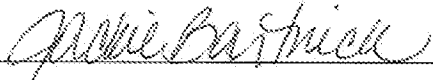
ARHAUS MANAGEMENT, INC.,
an Ohio corporation

By: 
Name: John Kevin Hughes
Title: Treasurer

Agreed and accepted
as of the date first written above

"Deutsche Bank National Trust Company for"

**DEUTSCHE BANK TRUST COMPANY
AMERICAS**, solely in its capacity as collateral agent
and not in its individual capacity


By: 
Name: _____
Title: Jacqueline Bartnick
 Director

By: 
Name: _____
Title: **ROBERT S. PESCHLER**
 VICE PRESIDENT

Trademarks:

SCHEDULE 1

Arhaus, LLC
 Trademark Applications and Registrations
 10-Apr-17

Mark	Country	Status	Class	Serial Number	Filing Date	Registration Number	Registration Use	Next Action Due	Next Renewal Due	PG # of Sheet Number
ARHAUS	United States	Registered	29, 35	75023428	15-Feb-06	2,419,288	9-Jan-07 Renewal		8-Jan-21	8122 50301801
ARHAUS	Canada	Pending		1790851	25-Aug-16					8102 50301701
ARHAUS FURNITURE	United States	Registered	42 (old class for cash)	7427232	4-Sep-02	1,743,186	29-Dec-02 Renewal		29-Dec-22	8102 50302001
ARHAUS JENSEN	United States	Registered	14, 35	77355939	19-Mar-09	4,882,738	19-Oct-10 Section 8 due by 19-Apr-17			
	United States	Registered	4, 23, 24	88712780	18-Nov-13	4,782,098	29-Jul-19 Section 8 due between 28-Jul-20 and 28-Aug-21		29-Jul-25	8102 50304501
	United States	Registered	35	85078059	30-Sep-13	4,770,986	31-Mar-19 Section 8 due between 31-Mar-20 and 31-Mar-21		31-Mar-25	8122 50303001
ARHAUS YOUR HOME	United States	Pending - published for opposition	20, 35	87140632	12-Aug-16					8122 50304001
ARHAUS MAKING A BETTER WORLD	United States	Registered	4, 14, 16, 28, 21, 35	77158639	23-Mar-07	3,731,810	29-Dec-08 Renewal		29-Dec-18	8122 50303801
ARHAUS	United States	Registered	41	86722896	19-Nov-13	4,540,147	1-Jul-14 Section 8 due between 1-Jul-19 and 5-Jul-20		1-Jul-24	8122 50303901

*Schedules by below to 3/28/18

Domain Names – Blocked

Blocked Domain	Reg. Date	Renewal Date
ARHAUS.XXX	12/01/2011	12/01/2021

Domain Names:

Domain Name	Registration Date	Expiration Date	Registrar
arhaus.com	12/12/1996	12/11/2018	Network Solutions (866-908-3442)
arhaus.info	5/22/2016	5/22/2018	Network Solutions (866-908-3442)
arhaus.net	12/11/2003	12/11/2017	Network Solutions (866-908-3442)
arhausfurniture.com	11/18/2003	11/18/2017	Network Solutions (866-908-3442)
arhausfurniture.net	3/11/2005	3/11/2018	Network Solutions (866-908-3442)
arhausshelter.com	12/11/2003	12/11/2021	Network Solutions (866-908-3442)
arhausshelter.net	12/11/2003	12/11/2021	Network Solutions (866-908-3442)
deliveryarhaus.com	10/24/2013	10/24/2017	Network Solutions (866-908-3442)
engagearhaus.com	10/24/2013	10/24/2017	Network Solutions (866-908-3442)
shoparhaus.com	10/24/2013	10/24/2017	Network Solutions (866-908-3442)
arhauscares.org	4/6/2017	4/6/2018	GoDaddy (480-505-8877)
arhausfurniture.org	4/6/2017	4/6/2018	GoDaddy (480-505-8877)
arhausfurniturereview.com	4/5/2017	4/5/2018	GoDaddy (480-505-8877)
arhausfurniturereview.org	4/6/2017	4/6/2018	GoDaddy (480-505-8877)
arhausfurniturecam.com	4/5/2017	4/5/2018	GoDaddy (480-505-8877)
arhausfurniturecam.org	4/6/2017	4/6/2018	GoDaddy (480-505-8877)
arhausreview.com	4/5/2017	4/5/2018	GoDaddy (480-505-8877)
arhausreview.org	4/6/2017	4/6/2018	GoDaddy (480-505-8877)
arhausreviews.com	4/5/2017	4/5/2018	GoDaddy (480-505-8877)
arhausreviews.org	4/6/2017	4/6/2018	GoDaddy (480-505-8877)
arhauscam.com	4/5/2017	4/5/2018	GoDaddy (480-505-8877)
arhauscam.org	4/6/2017	4/6/2018	GoDaddy (480-505-8877)

arhouzz.com	1/21/2011	1/21/2018	GoDaddy (480-505-8877)
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SCHEDULE 2

Patents: None.

SCHEDULE 3

Copyrights: None.