

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arhaus LLC		06/26/2017	Limited Liability Company: DELAWARE
TB Arhaus, LLC		06/26/2017	Limited Liability Company: DELAWARE
Homeworks Logistics, LLC		06/26/2017	Limited Liability Company: OHIO
Arhaus Gift Cards, LLC		06/26/2017	Limited Liability Company: OHIO
Arhaus Management, Inc.		06/26/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors LLC		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2419269	ARHAUS	
Registration Number:	1743196	ARHAUS FURNITURE	
Registration Number:	4782690	ARHAUS TABLE	
Registration Number:	4710396	ARHAUS THE LOFT	
Registration Number:	3731810	FURNISHING A BETTER WORLD	
Registration Number:	4560147	GREENHAUS	
Serial Number:	87140532	ARHAUS YOUR HOME	
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>			
Phone:	2023704750		
Email:	ipteam@cogencyglobal.com		
TRADEMARK			

OP \$190.00 2419269

Correspondent Name: Darlena Bari Stark
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F171106

NAME OF SUBMITTER: Lisa A. Cobbett

SIGNATURE: /Lisa A. Cobbett/

DATE SIGNED: 07/06/2017

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) made as of June 26, 2017, by each of the entities listed on the signature pages hereto (individually and collectively, the “Grantor”), in favor of MONROE CAPITAL MANAGEMENT ADVISORS LLC, in its capacity as administrative agent for the Lenders party to the Credit Agreement (defined below) (“Grantee”):

W I T N E S S E T H

WHEREAS, the Grantor, Grantee, Lenders and certain other Persons 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 certain of the Grantor, by the Lenders; and

WHEREAS, pursuant to the terms of a certain Guaranty and Collateral Agreement dated as of June 26, 2017, among, the Grantor and Grantee, among others (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 Lenders, 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 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 its benefit and the benefit of Lenders, 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 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 Lenders 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.

[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

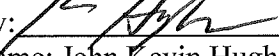
TB ARHAUS, LLC,
a Delaware limited liability company

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

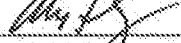
By: 
Name: John Kevin Hughes
Title: Treasurer

ARHAUS MANAGEMENT, INC.,
an Ohio corporation

By: 
Name: John Kevin Hughes
Title: Treasurer

Agreed and accepted
as of the date first written above

**MONROE CAPITAL MANAGEMENT ADVISORS
LLC, administrative agent and as Grantee**

By:  _____

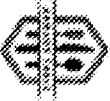
Name: Alex Franky

Title: Managing Director

SCHEDULE 1

Trademarks:

Arhaus, LLC Trademark Applications and Registrations

Mark	Country	Status	Class	Serial Number	Filing Date	Registration Number	Registration Date	Next Action Due	Next Renewal Due	FS Docket Number
ARHAUS	United States	Registered	20, 35	75952428	19-Feb-03	2,419,285	9-Jun-03	Renewal	9-Jun-21	500019391
ARHAUS	Canada	Pending		17388931	28-Aug-18					500072491
ARHAUS FURNITURE	United States	Registered	42 (old class for retail)	74272102	4-Sep-02	1,740,188	28-Dec-02	Renewal	28-Dec-21	500062591
	United States	Registered	6, 21, 24	807120780	18-Nov-13	4,710,800	28-Jun-15	Section 8 due between 28-Jul-20 and 28-Jul-21	28-Jun-20	500040831
ARHAUS THE LOFT	United States	Registered	35	85073655	30-Sep-13	4,710,800	31-Mar-15	Section 8 due between 31-Mar-20 and 31-Mar-21	31-Mar-20	500040831
ARHAUS YOUR HOME	United States	Pending - published for opposition	20, 35	87740532	13-Aug-19					500060831
BEHOLDING A BETTER WORLD	United States	Registered	4, 11, 18, 20, 21, 35	77186629	21-Mar-07	2,719,152	28-Dec-08	Renewal	28-Dec-19	400182091
GREYHAWKS	United States	Registered	41	88722856	19-Nov-13	4,500,147	1-Jul-14	Section 8 due between 1-Jul-19 and 1-Jul-20	1-Jul-24	500030831

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.