

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM435688

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SF Home Decor, LLC		07/13/2017	Limited Liability Company: DELAWARE
Sure Fit Home Products LLC	FORMERLY Sure Fit, Inc.	07/13/2017	Limited Liability Company: DELAWARE
Sure Fit Outdoor LLC		07/13/2017	Limited Liability Company: DELAWARE
Spencer N. Enterprises, Inc.		07/13/2017	Corporation: CALIFORNIA
Sure Fit Home Decor Holdings Corp.		07/13/2017	Corporation: DELAWARE
Spencer Intermediate Holdings Corp.		07/13/2017	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Goldman Sachs Private Middle Market Credit LLC, as Agent
<b>Street Address:</b>	225 W. Washington Street
<b>Internal Address:</b>	21st Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
<b>Serial Number:</b>	87394310	SPENCER N. ENTERPRISES
<b>Serial Number:</b>	87390927	425 SOUTH
<b>Serial Number:</b>	87383485	SPENCER HOME DECOR
<b>Serial Number:</b>	87074937	GRIP FIT TECHNOLOGY BY SURE FIT
<b>Serial Number:</b>	86433601	FORMFIT TECHNOLOGY BY SURE FIT
<b>Serial Number:</b>	86286564	FURNITURE ARMOR
<b>Serial Number:</b>	77912158	SURE FIT
<b>Serial Number:</b>	77741421	FURNITURE FRIEND
<b>Serial Number:</b>	77609117	PATIO ARMOR
<b>Serial Number:</b>	78505887	THE 10-MINUTE MAKEOVER

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	76597753	SURE FIT
Serial Number:	87323600	LOUNGE & GO
Serial Number:	78586902	THE ARC
Serial Number:	78654262	THE CRESCENT ROD

**CORRESPONDENCE DATA**

**Fax Number:** 3125585700

*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:** (312) 558-6352

**Email:** mfoy@winston.com

**Correspondent Name:** Michelle Foy, Winston & Strawn LLP

**Address Line 1:** 35 West Wacker Drive

**Address Line 2:** Suite 4200

**Address Line 4:** Chicago, ILLINOIS 60601-9703

<b>ATTORNEY DOCKET NUMBER:</b>	86111.19
<b>NAME OF SUBMITTER:</b>	Michelle Foy
<b>SIGNATURE:</b>	/Michelle Foy/
<b>DATE SIGNED:</b>	07/19/2017

**Total Attachments: 7**

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U.S. TRADEMARK SECURITY AGREEMENT

THIS U.S. TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 13, 2017, is among SF HOME DÉCOR, LLC, a Delaware limited liability company ("SF Home Décor"), SURE FIT HOME PRODUCTS LLC (f/k/a Sure Fit, Inc.), a Delaware limited liability company ("Sure Fit"), SURE FIT OUTDOOR LLC, a Delaware limited liability company ("Sure Fit Outdoor"), SPENCER N. ENTERPRISES, INC., a California corporation ("Spencer"), SURE FIT HOME DÉCOR HOLDINGS CORP., a Delaware corporation ("Parent"), SPENCER INTERMEDIATE HOLDINGS CORP., a Delaware corporation ("Spencer Intermediate," and collectively with SF Home Décor, Sure Fit, Sure Fit Outdoor and Parent, the "Grantors"), and Goldman Sachs Private Middle Market Credit LLC (the "Agent").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement dated as of July 13, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among the Grantors (collectively with any other borrowers from time to time party to the Loan Agreement, the "Borrowers"), the guarantors from time to time party thereto, the financial institutions from time to time party thereto as lenders (the "Lenders"), and the Agent, the Lenders have agreed to provide Loans to the Borrowers;

WHEREAS, pursuant to the Loan Agreement, the Grantors have granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of each Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations under the Loan Agreement;

WHEREAS, the parties to the Loan Agreement contemplate and intend that the Agent, on behalf of the Secured Parties, shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Loan Agreement in connection with all of each Grantor's right, title and interest in the Trademark Collateral; and

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors agree as follows:

***Section 1. Defined Terms***

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Loan Agreement.

***Section 2. Grant of Security Interest in Trademarks***

The Grantors hereby grant to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of each Grantor's right, title and interest in, to and under all trademarks, to the extent included in the Collateral, including but not limited to the trademarks listed on Schedule A, in

each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”).

***Section 3. Security for Obligations***

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

***Section 4. Security Agreement***

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

***Section 5. Recordation***

The Grantors hereby authorize and request that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

***Section 6. Miscellaneous***

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

***Section 7. Intercreditor Agreement***

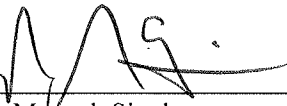
Notwithstanding anything herein to the contrary, the Agent and the Grantors acknowledge that the Lien and security interest granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent under this Agreement are subject to the provisions of the Intercreditor Agreement. 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.

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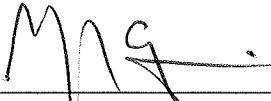
IN WITNESS WHEREOF, the parties hereto have caused this U.S. Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

**GRANTORS:**

**SURE FIT HOME DÉCOR HOLDINGS CORP.**

By:   
Name: Mayank Singh  
Title: Treasurer and Secretary

**SF HOME DÉCOR, LLC**

By:   
Name: Mayank Singh  
Title: Treasurer and Secretary

**SURE FIT HOME PRODUCTS LLC (f/k/a Sure Fit, Inc.)**

By: \_\_\_\_\_  
Name: Charles F. Kuehne  
Title: Vice President and Chief Financial Officer

**SURE FIT OUTDOOR LLC**

By: \_\_\_\_\_  
Name: Charles F. Kuehne  
Title: Vice President and Chief Financial Officer

**SPENCER INTERMEDIATE CORP.**

By: \_\_\_\_\_  
Name: Charles F. Kuehne  
Title: Treasurer and Chief Financial Officer

**SPENCER N. ENTERPRISES, INC.**

By: \_\_\_\_\_  
Name: Charles F. Kuehne  
Title: Treasurer and Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this U.S. Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

**GRANTORS:**

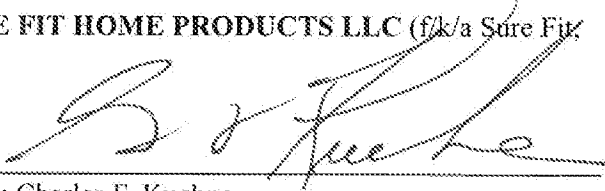
**SURE FIT HOME DÉCOR HOLDINGS CORP.**

By: \_\_\_\_\_  
Name: Mayank Singh  
Title: Treasurer and Secretary

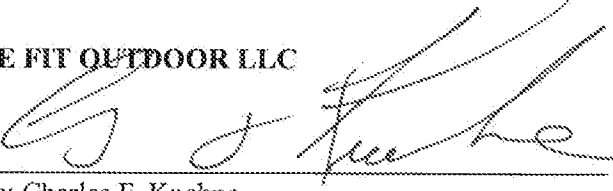
**SF HOME DÉCOR, LLC**

By: \_\_\_\_\_  
Name: Mayank Singh  
Title: Treasurer and Secretary

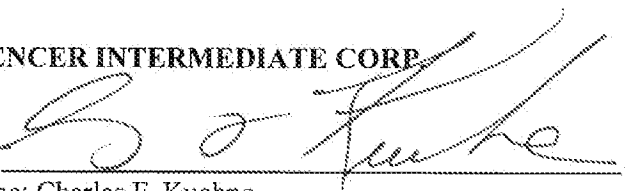
**SURE FIT HOME PRODUCTS LLC (f/k/a Sure Fit, Inc.)**

By:  \_\_\_\_\_  
Name: Charles F. Kuehne  
Title: Vice President and Chief Financial Officer

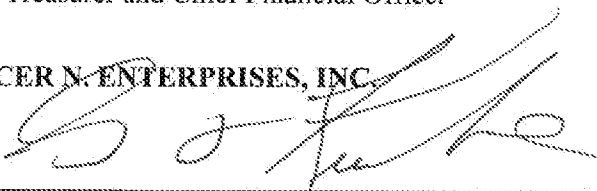
**SURE FIT OUTDOOR LLC**

By:  \_\_\_\_\_  
Name: Charles F. Kuehne  
Title: Vice President and Chief Financial Officer

**SPENCER INTERMEDIATE CORP.**

By:  \_\_\_\_\_  
Name: Charles F. Kuehne  
Title: Treasurer and Chief Financial Officer

**SPENCER N. ENTERPRISES, INC.**

By:  \_\_\_\_\_  
Name: Charles F. Kuehne  
Title: Treasurer and Chief Financial Officer

**AGENT:**


**GOLDMAN SACHS PRIVATE MIDDLE MARKET  
CREDIT LLC**



By: \_\_\_\_\_  
Name: Brendan McGovern  
Title: Authorized Signatory

**SCHEDULE A  
TO  
U.S. TRADEMARK SECURITY AGREEMENT**

UNITED STATES REGISTERED TRADEMARKS AND APPLICATIONS<sup>1</sup>

Source	Mark	Application Number	Registration Number	Owner Name
USPTO	<b>SPENCER N. ENTERPRISES</b>	87394310 3/31/17		Spencer N. Enterprises, Inc.
USPTO	<b>425 SOUTH</b>	87390927 3/29/17		Spencer N. Enterprises, Inc.
USPTO	<b>SPENCER HOME DECOR</b>	87383485 3/23/17		Spencer N. Enterprises, Inc.
USPTO	<b>GRIP FIT TECHNOLOGY BY SURE FIT</b>	<b>App</b> 87074937 <b>App</b> 17-JUN-2016	(Pending) Intent to Use	Sure Fit Inc.
USPTO	<b>FORMFIT TECHNOLOGY BY SURE FIT</b>	<b>App</b> 86433601 <b>App</b> 24-OCT-2014	<b>Reg</b> 4914778 <b>Reg</b> 08-MAR-2016	Sure Fit, Inc.
USPTO	<b>FURNITURE ARMOR</b>	<b>App</b> 86286564 <b>App</b> 20-MAY-2014		Sure Fit Inc.
USPTO	<b>SURE FIT</b>	<b>App</b> 77912158 <b>App</b> 14-JAN-2010	<b>Reg</b> 4332225 <b>Reg</b> 07-MAY-2013	Sure Fit Inc.
USPTO	<b>FURNITURE FRIEND</b> 	<b>App</b> 77741421 <b>App</b> 20-MAY-2009	<b>Reg</b> 3725361 <b>Reg</b> 15-DEC-2009	Sure Fit Inc.
USPTO	<b>PATIO ARMOR</b>	<b>App</b> 77609117 <b>App</b> 06-NOV-2008	<b>Reg</b> 3772748 <b>Reg</b> 06-APR-2010	Sure Fit Outdoor LLC

<sup>1</sup> Sure Fit Inc.'s IP will be transferred to Sure Fit Home Products, LLC at the Closing Date. Focus Products Group International, LLC's IP will be transferred to SF Home Décor, LLC at the Closing Date.



Source	Mark	Application Number	Registration Number	Owner Name
USPTO	THE 10-MINUTE MAKEOVER	App 78505887 App 26-OCT-2004	Reg 3028573 Reg 13-DEC-2005	Sure Fit Inc.
USPTO	SURE FIT	App 76597753 App 17-JUN-2004	Reg 3043711 Reg 17-JAN-2006	Sure Fit Inc.
USPTO	LOUNGE & GO	87323600; Filed 2/3/17	Pending - Intent to Use	Focus Products Group International, LLC
USPTO	THE ARC	78/586902 Filed 3/14/2005	Reg: 3342333 Reg: 11/20/2007	Focus Products Group International, LLC
USPTO	THE CRESCENT ROD	78/654262 Filed 6/20/2005	Reg: 3191529 Reg: 1/2/2007	Focus Products Group International, LLC

CANADIAN REGISTERED TRADEMARKS AND APPLICATIONS

Country	Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Owner
Canada	FURNITURE ARMOR	Allowed	1684870	07/11/2014			Sure Fit Inc.
Canada	GRIP TECHNOLOGY READY FIT	Pending	1821343	02/03/2017			Sure Fit Inc.
Canada	PATIO ARMOR	Pending	1775063	03/31/2016			Sure Fit Inc.
Canada	READY-FIT	Allowed	1728219	05/14/2015			Sure Fit Inc.
Canada	The ARC & Design	Registered	1253798	04/12/2005	TMA699873	10/31/2007	Sure Fit Inc.
Canada	THE CRESCENT ROD	Registered	1298284	04/19/2006	TMA698050	10/09/2007	Sure Fit Inc.