

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445507

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF SUCCESSION OF AGENCY - REEL/FRAME 4787/0170 AND 5762/0154

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		09/29/2017	Administrative Agent:

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC
Street Address:	225 W. Washington Street
Internal Address:	21 st Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3938207	CAPTURING LIFE'S MOMENTS
Registration Number:	3421762	CELEBRATE LIFE'S MOMENTS
Registration Number:	1809064	DANBURY CLOCK COMPANY
Registration Number:	3986580	DANBURY FALLS WATER GLOBE CO.
Registration Number:	3945611	EXPRESSIONS FROM THE HEART
Registration Number:	4101190	IMUSE PERSONALIZATION STUDIO
Registration Number:	1713471	REFLECTIONS
Registration Number:	2444538	THINGS REMEMBERED
Registration Number:	1022232	THINGS REMEMBERED
Registration Number:	1305481	THINGS REMEMBERED ENGRAVED GIFTS
Registration Number:	2454770	THINGS REMEMBERED PERSONALIZED GIFTS
Registration Number:	2440425	TR
Registration Number:	3507761	TR THINGS REMEMBERED CUSTOM ENGRAVERS
Serial Number:	85962118	DON'T JUST SAY IT. ENGRAVE IT.
Serial Number:	85306150	IENGRAVE
Serial Number:	85790798	TIMELESS BRILLIANCE COLLECTION

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 2123108007

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: 212.310.8582

Email: juan.arias@weil.com

Correspondent Name: Evan T. Nichols

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	21151.0148 E. Nichols
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NAME OF SUBMITTER:	Evan T. Nichols
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SIGNATURE:	/Evan T. Nichols/
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DATE SIGNED:	10/02/2017
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Total Attachments: 8

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**NOTICE OF SUCCESSION OF AGENCY
REEL/FRAME 038318/0419, VOLUME/DOCUMENT NO. V3616 D422, REEL/FRAME
004787/0170 AND REEL/FRAME 005762/0154**

This NOTICE OF SUCCESSION OF AGENCY (this “Notice”), dated as of September 29, 2017 (the “Effective Date”), is executed by Barclays Bank PLC, in its capacity as administrative agent and collateral agent under the Original Agreements (as defined below) (the “Prior Agent”), and Cortland Capital Market Services LLC, in its capacity as administrative agent and collateral agent under the Current Agreements (as defined below) (the “Successor Agent”).

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of August 30, 2016, by and among TRM Holdings Corporation, Things Remembered, Inc., the Prior Agent and certain other parties thereto (as further amended, supplemented or otherwise modified prior to the date hereof, the “Credit Agreement”), TRM Holdings Corporation, Things Remembered, Inc. and TRM Merger Sub, Inc. (the “Grantors”) and the Prior Agent entered into that certain Security Agreement, dated as of May 24, 2012 (the “Security Agreement”), that certain Grant of Security Interest in United States Patents, dated as of March 31, 2016 (the “Patent Security Agreement”), that certain Grant of Security Interest in United States Copyrights, dated May, 2012 (the “Copyright Security Agreement”), that certain Grant of Security Interest in United States Trademarks, dated May, 2012 (the “First Trademark Security Agreement”) and that certain Grant of Security Interest in United States Trademarks, dated March 31, 2016 (the “Second Trademark Security Agreement” and, together with the Credit Agreement, the Security Agreement, the Patent Security Agreement, the Copyright Security Agreement and the First Trademark Security Agreement collectively, the “Original Agreements”), pursuant to which the Grantors granted a security interest in and to certain collateral;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on March 31, 2016 at Reel/Frame 038318/0419, with respect to the patents listed on Schedule A attached hereto;

WHEREAS, the Copyright Security Agreement was recorded with the United States Copyright Office on May 25, 2012 at Volume/Document No. V3616 D422, with respect to the copyrights listed on Schedule B attached hereto;

WHEREAS, the First Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 24, 2012 at Reel/Frame 004787/0170, with respect to the trademarks listed on Schedule C attached hereto;

WHEREAS, the Second Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 31, 2016 at Reel/Frame 005762/0154, with respect to the trademarks listed on Schedule C attached hereto; and

WHEREAS, the Prior Agent, the Successor Agent, the Borrower and certain other parties have entered into that certain Second Amendment, Resignation, Consent and Appointment Agreement dated as of September [], 2017 (the “Agency Successor Agreement”; together with the Original Agreements, the “Current Agreements”), whereby the Prior Agent resigned as administrative agent and collateral agent and is succeeded and replaced by the Successor Agent as successor administrative agent and collateral agent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

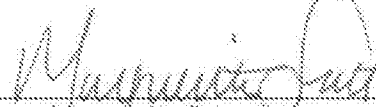
1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Agency Successor Agreement.

2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Agency Successor Agreement, the Prior Agent has ceased to be administrative agent and collateral agent in such capacities and is succeeded and replaced by the Successor Agent as administrative agent and collateral agent in such capacities. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interests in the collateral originally granted to the Prior Agent under the Patent Security Agreement, the Copyright Security Agreement, the First Trademark Security Agreement, and the Second Trademark Security Agreement, which security interests are now and hereby succeeded by and transferred to the Successor Agent. The Successor Agent hereby accepts such succession and transfer to it.

[Signature Pages Follow]

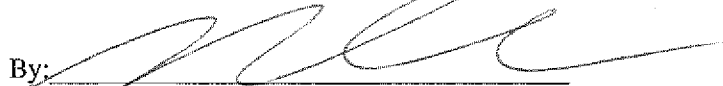
IN WITNESS WHEREOF, the parties have executed this Notice effective as of the Effective
Date:

BARCLAYS BANK PLC, as the Prior Agent

By: 
Name: Marguerite Sutton
Title: Vice President

[Prior Agent Signature Page]

CORTLAND CAPITAL MARKET SERVICES LLC, as the Successor Agent

By: 

Name:

Title: **Polina Arsenyeva**
Associate Counsel

[Successor Agent Signature Page to Notice of Change]

Schedule A

PATENTS

REEL/FRAME 038318/0419

<u>TITLE</u>	<u>COUNTRY</u>	<u>APPLICATION NUMBER</u>	<u>FILING DATE</u>	<u>OWNER</u>
SYSTEMS AND METHODS FOR IN- STORE FULFILLMENT OF ONLINE PURCHASE ORDERS FOR CUSTOMIZED PRODUCTS	US	14/698,440	4/28/2015	Things Remembered, Inc.

Schedule B

COPYRIGHTS



VOLUME/DOCUMENT NO. V3616 D422

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Things Remembered, Inc.	Things Remembered Artwork	9/28/11	Registered	VA0001794539

Schedule C

TRADEMARKS

REEL/FRAME 004787/0170:

Grantor	Mark	Juris- diction	Status	Reg. No./Reg. Date
Things Remembered, Inc.	CAPTURING LIFE'S MOMENTS	US	Registered	3938307 3/29/2011
Things Remembered, Inc.	CELEBRATE LIFE'S MOMENTS	US	Registered	3421762 5/6/2008
Things Remembered, Inc.	DANBURY CLOCK COMPANY	US	Registered	1809064 12/7/1993
Things Remembered, Inc.	DANBURY FALLS WATER GLOBE CO.	US	Registered	3986580 6/28/2011
Things Remembered, Inc.	EXPRESSIONS FROM THE HEART	US	Registered	3945611 4/12/2011
Things Remembered, Inc.	BMUSE PERSONALIZATION STUDIO	US	Registered	4101190 2/21/2012
Things Remembered, Inc.	REFLECTIONS	US	Registered	1713471 9/8/1992
Things Remembered, Inc.	THINGS REMEMBERED	US	Registered	2444538 4/17/2001
Things Remembered, Inc.	THINGS REMEMBERED	US	Registered	1022232 10/7/1995
Things Remembered, Inc.	THINGS REMEMBERED ENGRAVED GIFTS	US	Registered	1305481 11/13/1984
Things Remembered, Inc.	THINGS REMEMBERED PERSONALIZED GIFTS	US	Registered	2454770 5/29/2001
Things Remembered, Inc.	TR Design 	US	Registered	2440425 4/3/2001
Things Remembered, Inc.	TR THINGS REMEMBERED CUSTOM ENGRAVERS 	US	Registered	3507761 9/30/2008

REEL/FRAME 005762/0154:

<u>TRADEMARK</u>	<u>REG. NO. / DATE</u>	<u>APP. NO. / FILED</u>	<u>OWNER</u>	<u>STATUS</u>
DONT JUST SAY IT. ENGRAVE IT.	4694094 03-MAR-2015	85962118 17-JUN-2013	Things Remembered, Inc.	Registered
IENGRAVE	4265185 25-DEC-2012	85306150 27-APR-2011	Things Remembered, Inc.	Registered
TIMELESS BRILLIANCE COLLECTION	4500335 25-MAR-2014	85790798 29-NOV-2012	Things Remembered, Inc.	Registered