

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM452108

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wadley Holdings, LLC Southern Sales & Marketing Group, Inc.		11/02/2017	Limited Liability Company: ALABAMA Corporation: GEORGIA

RECEIVING PARTY DATA

Name:	Presidential Financial Corporation
Street Address:	3460 Preston Ridge Road
Internal Address:	Suite 550
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30005
Entity Type:	Corporation: GEORGIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5183775	STURDY STACK
Registration Number:	5109091	MEADOWCRAFT
Registration Number:	3838424	VISIONS BY MWI
Registration Number:	2572806	CLASSIC FURNITURE FOR THE GREAT OUTDOORS
Registration Number:	2675985	
Registration Number:	2332000	THE HOME COLLECTION BY MEADOWCRAFT
Registration Number:	2172999	ARLINGTON HOUSE
Registration Number:	2172998	MEADOWCRAFT
Registration Number:	2193504	SALTERINI

CH \$240.00 5183775

CORRESPONDENCE DATA

Fax Number: 4045228409
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: 404-420-5527
Email: rjk@phrd.com
Correspondent Name: Rhonda J. Kenyeri, Paralegal - PHR&D
Address Line 1: 303 Peachtree Street, Suite 3600
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Bobbi Accord Noland
SIGNATURE:	/ban/
DATE SIGNED:	11/27/2017
Total Attachments: 6 source=TSA#page1.tif source=TSA#page2.tif source=TSA#page3.tif source=TSA#page4.tif source=TSA#page5.tif source=TSA#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 2nd day of November, 2017, among **SOUTHERN SALES & MARKETING GROUP, INC.**, a Georgia corporation ("Southern Sales"), **WADLEY HOLDINGS, LLC**, an Alabama limited liability company ("Wadley" and, collectively with Southern Sales and each subsidiary or affiliate of Southern Sales or Wadley that hereafter joins the Loan Agreement as a borrower, the "Grantors" and, each individually, a "Grantor"), and **PRESIDENTIAL FINANCIAL CORPORATION**, a Georgia corporation (together with its successors and assigns, "Lender").

Recitals:

Grantors desire to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated on or about the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Grantors and Lender.

Under the terms of the Loan Agreement, each Grantor has granted to Lender a security interest in, among other property, certain intellectual property of such Grantor, and has agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Lender as follows:

1. Defined Terms. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. Grant of Security. Each Grantor hereby grants to Lender a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(i) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers (but expressly excluding intent-to-use trademarks to the extent solely to the extent, if any, that and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), whether registered or unregistered, together, in each case, with the goodwill symbolized thereby, including without limitation, the specific Trademarks listed on Exhibit A attached hereto (the "Trademarks");

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of any Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

3. Security for Obligations. The grant of a security interest in the Collateral by Grantors under this Agreement secures the performance of all Obligations of each Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, joint or several, including without limitation, the payment of all principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, the payment of all

amounts that constitute part of the Obligations and that would be owed by any Grantor to Lender under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Grantor.

4. **Recordation.** Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

5. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. **Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. Each

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

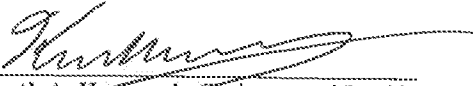
8. **WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY DISPUTE, LITIGATION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

[Remainder of page intentionally left blank;
signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered by a duly authorized officer as of the date first above written.


GRANTORS:

SOUTHERN SALES & MARKETING GROUP, INC.

By: 
Kenneth A. Harbaugh, Chairman and President

[CORPORATE SEAL]

WADLEY HOLDINGS, LLC

By: 
Kenneth A. Harbaugh, President

[SEAL]

[Signatures continue on following page.]

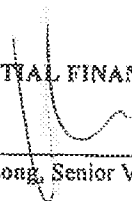
Address for Notices:

Southern Sales & Marketing Group, Inc.
5801 Trade Center Court, Suite A
Villa Rica, Georgia 30180
Attention: Kenneth A. Harbaugh, Chairman &
President

[Signatures continue on the following page]

LENDER:

PRESIDENTIAL FINANCIAL CORPORATION

By: 
Brian Long, Senior Vice President

Address for Notices:

Presidential Financial Corporation
3460 Preston Ridge Road, Suite 550
Alpharetta, GA 30005
Attn: Frank Palmieri, Sr. Vice President

EXHIBIT AUnited States Trademarks

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Owner</u>
nICE (stylized logo w/ ice cube dotting the "I")	January 10, 2017	5,118,483	Southern Sales & Marketing Group, Inc.
SOUTHERN HALLOWEEN	August 26, 2014	4,594,259	Southern Sales & Marketing Group, Inc.
HAYES	April 15, 2014	4,513,613	Southern Sales & Marketing Group, Inc.
GLOW & FLOW	May 6, 2014	4,526,538	Southern Sales & Marketing Group, Inc.
DESIGN BY NATURE EZ EASYBIRD HOUSES & FEEDERS	July 2, 2013	4,362,045	Southern Sales & Marketing Group, Inc.
DESIGN BY NATURE	April 2, 2013	4,314,204	Southern Sales & Marketing Group, Inc.
DESIGN BY NATURE	July 12, 2005	2,965,526	Southern Sales & Marketing Group, Inc.
STURDY STACK	April 11, 2017	5,183,775	Wadley Holdings, LLC
MEADOWCRAFT	December 27, 2016	5,109,091	Wadley Holdings, LLC
VISIONS BY MWI	August 24, 2010	3,838,424	Wadley Holdings, LLC
CLASSIC FURNITURE FOR THE GREAT OUTDOORS	May 28, 2002	2,572,806	Wadley Holdings, LLC
VISIONS BY MWI	August 24, 2010	3,838,424	Wadley Holdings, LLC
Design only (daffodils; iris)	January 21, 2003	2,675,985	Wadley Holdings, LLC
THE HOME COLLECTION BY MEADOWCRAFT	March 21, 2000	2,332,000	Wadley Holdings, LLC
ARLINGTON HOUSE	July 14, 1998	2,172,999	Wadley Holdings, LLC

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Owner</u>
MEADOWCRAFT	July 14, 1998	2,172,998	Wadley Holdings, LLC
SALTERINI	October 6, 1998	2,193,504	Wadley Holdings, LLC

Canadian Trademarks

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
MEADOWCRAFT	045640800	TMA261246	Wadley Holdings, LLC