

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454980

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
L.T.D. Commodities LLC		12/18/2017	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	ABC Funding, LLC, as collateral agent		
Street Address:	222 Berkeley Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1885664	ABC DISTRIBUTING HOLIDAY GIFT COLLECTION	
Registration Number:	4144109	ABC DISTRIBUTING	
Registration Number:	2887254	ABC DISTRIBUTING	
Registration Number:	3511516	ABC	
Registration Number:	4823423	GET SET 2 SAVE	
Registration Number:	5188280	INDULGE	
Registration Number:	4332730	LIVE * LOVE * BABY	
Registration Number:	3511499	LTD	
Registration Number:	2409188	LTD COMMODITIES	
Registration Number:	3259080	LTD COMMODITIES LLC	
Registration Number:	4144102	LTD COMMODITIES	
Registration Number:	4412011	LAKESIDE	
Registration Number:	4687749	THE LAKESIDE COLLECTION	
Registration Number:	2432488	THE LAKESIDE COLLECTION	
Registration Number:	4272975	LAKESIDE	
Registration Number:	4136841	PROVIDING AROUND THE WORLD VALUES SINCE	
CORRESPONDENCE DATA			
Fax Number:	2125935955		

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TRADEMARK

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: 212-756-2132
Email: scott.kareff@srz.com
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 19th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	077199-0006
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NAME OF SUBMITTER:	Scott Kareff (077199-0006)
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SIGNATURE:	/kc for sk/
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DATE SIGNED:	12/18/2017
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Total Attachments: 6

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ASSIGNMENT FOR SECURITY -- TRADEMARKS

This ASSIGNMENT FOR SECURITY -- Trademarks (this "Trademark Security Agreement") is made as of December 18, 2017, by L.T.D. Commodities LLC, an Illinois limited liability company located at 2800 Lakeside Drive, Bannockburn, Illinois 60015 ("Assignor"), in favor of ABC Funding, LLC, a Delaware limited liability company located at 222 Berkeley Street, Boston, Massachusetts 02116, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Assignee").

WHEREAS, the Assignor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement Supplement, dated as of December 18, 2017, pursuant to which the Assignor became a party to the Pledge and Security Agreement, dated as of September 8, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Assignee; and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

L.T.D. COMMODITIES LLC

By: 
Name: Joseph Albanese
Title: Vice President and Chief Financial Officer

SCHEDULE A TO ASSIGNMENT FOR SECURITY – TRADEMARKS

Trademark Registrations and Applications¹

[See attached.]

¹ All trademarks scheduled below in the name of LTD Commodities, Inc. to be assigned to L.T.D. Commodities LLC.

MARK	REGISTRATION NO.	REGISTRATION DATE	OWNER
ABC DISTRIBUTING HOLIDAY GIFT COLLECTION	1885664	MARCH 21, 1995	LTD COMMODITIES LLC
	4144109	MAY 15, 2012	LTD COMMODITIES LLC
ABC DISTRIBUTING	2887254	SEPTEMBER 21, 2004	LTD COMMODITIES LLC
ABC	3511516	OCTOBER 7, 2008	LTD COMMODITIES LLC
GET SET 2 SAVE	4823423	SEPTEMBER 29, 2015	LTD COMMODITIES LLC
INDULGE	5188280	APRIL 18, 2017	LTD COMMODITIES LLC
LIVE * LOVE * BABY	4332730	MAY 7, 2013	LTD COMMODITIES LLC
LTD	3511499	OCTOBER 7, 2008	LTD COMMODITIES LLC
LTD COMMODITIES	2409188	NOVEMBER 28, 2000	LTD COMMODITIES, INC.
	3259080	JULY 3, 2007	L.T.D. COMMODITIES LLC
	4144102	MAY 15, 2012	LTD COMMODITIES LLC

MARK	REGISTRATION NO.	REGISTRATION DATE	OWNER
LAKESIDE	4412011	OCTOBER 1, 2013	LTD COMMODITIES LLC
THE LAKESIDE COLLECTION	4687749	FEBRUARY 17, 2015	LTD COMMODITIES LLC
THE LAKESIDE COLLECTION	2432488	MARCH 6, 2001	LTD COMMODITIES, INC.
LAKESIDE	4272975	JANUARY 8, 2013	LTD COMMODITIES, LLC
PROVIDING AROUND THE WORLD VALUES SINCE 1963	4136841	MAY 1, 2012	LTD COMMODITIES LLC