

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459660

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TOWN & COUNTRY LINEN CORP.		01/26/2018	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	PROSPECT CAPITAL CORPORATION
Street Address:	10 EAST 40TH STREET
Internal Address:	42ND FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2021119	TOWN & COUNTRY LIVING
Registration Number:	4350459	EVERYTHINK
Registration Number:	4354268	BATCHWORKS
Registration Number:	4155878	HOOK & HOLD
Registration Number:	4189020	TOWN & COUNTRY LIVING
Registration Number:	5105209	AIRIA LIVING
Registration Number:	4500468	H2O TRENDS
Registration Number:	4877935	AQUADUX
Registration Number:	4800772	AIRIA BASICS
Registration Number:	4805196	NOODLE PALS
Registration Number:	4932131	TOWN & COUNTRY LIVING
Registration Number:	4828496	LUXÉ LIVING
Registration Number:	4831235	TOWN & COUNTRY LIVING
Registration Number:	4908072	SNUGGLEZZZ
Registration Number:	5120911	TRIV-MITT
Registration Number:	5120920	TRIV-MITT
Serial Number:	87149591	EASY-FLEX RINGS
Serial Number:	87210391	FASHION BAZAAR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4272724	THE CHEF'S PANTRY
Registration Number:	4295904	THE CHEF'S PANTRY
Registration Number:	2907591	THE CHEF'S PANTRY
Registration Number:	4257938	GOURMET GALLERY

CORRESPONDENCE DATA

Fax Number: 3105572193
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: 310-557-2900
Email: klathrop@proskauer.com
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	59297.053
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	01/26/2018

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, extended, supplemented or otherwise modified, renewed or replaced from time to time, this "IP Security Agreement") dated as of January 26, 2018 is made by each of the entities listed on the signature pages hereof (each, a "Grantor", and collectively, the "Grantors"), in favor of Prospect Capital Corporation, a Maryland corporation ("Prospect"), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

Introductory Statement

WHEREAS, pursuant to the Loan Agreement dated as of January 26, 2018 (as amended, restated, amended and restated, extended, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") among TOWN & COUNTRY HOLDINGS, INC., a Delaware corporation (the "Borrower"), T&C BUYER, INC., a Delaware corporation ("Holdings") and the other Guarantors referred to therein, the Lenders referred to therein, Prospect as administrative agent for the Lenders, and the Collateral Agent, the Lenders have agreed to make Term Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors are party to a Guaranty and Security Agreement dated as of January 26, 2018 (as amended, restated, amended and restated, extended, supplemented or otherwise modified, renewed or replaced from time to time, the "Guaranty and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this IP Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in IP Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and collaterally assigns to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "IP Collateral"):

(a) all of its Trademarks, including those material United States federal Trademark applications and registrations referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests in the IP Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this IP Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This IP 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; and “Integration”, respectively) are hereby incorporated herein by reference, and shall apply to this IP Security Agreement mutatis mutandis as if fully set forth herein. This IP Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

TOWN & COUNTRY LINEN CORP., as Grantor

By 

Name: Todd Olenoch

Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006258 FRAME: 0777

SCHEDULE 1

Trademark	Owner	Class/Goods	Application Filing Date	Application Number	Registration Date	Registration Number	Country
TOWN & COUNTRY LIVING	Town & Country Linen Corp.	IN CLASS 20: FABRIC DECORATOR PILLOWS, FABRIC CHAIR PADS	12/2/1992	74/336,190	12/3/1996	2,021,119	United States of America
EVERYTHINK	Town & Country Linen Corp.	IN CLASS 21: SHOWER CADDIES; SOAP DISHES; IN CLASS 24: SHOWER CURTAIN LINERS	1/25/2010	77/919,312	6/11/2013	4,350,459	United States of America
BATCHWORKS	Town & Country Linen Corp.	IN CLASS 21: BROWNIE PANS, BUNDT PANS, CAKE MOLDS, CAKE PANS	1/25/2010	77/919,326	6/18/2013	4,354,268	United States of America
HOOK & HOLD	Town & Country Linen Corp.	IN CLASS 06: HOOKS MADE OF METAL FOR HANGING A SHOWER CURTAIN AND LINER, HAVING AN ADDITIONAL INTEGRATED ATTACHMENT FOR HANGING A TOWEL OR OTHER ACCESSORIES	10/28/2010	85/163,993	6/5/2012	4,155,878	United States of America
TOWN & COUNTRY LIVING	Town & Country Linen Corp.	IN CLASS 24: PLACE MATS	6/3/2011	85/337,606	8/14/2012	4,189,020	United States of America
AIRIA LIVING	Town & Country Linen Corp.	IN CLASS 20: BEDDING, NAMELY, PILLOWS; BATH ACCESSORIES, NAMELY, BATH PILLOWS, SPA BATH PILLOWS; IN CLASS 24: BEDDING, NAMELY, BLANKETS; IN CLASS 27: BATH ACCESSORIES, NAMELY, BATHTUB MATS, AND BATH MATS; RUGS AND AREA	8/16/2012	85/705,973	12/20/2016	5,105,209	United States of America

		RUGS					
H2O TRENDS	Town & Country Linen Corp.	IN CLASS 24: FABRIC SHOWER CURTAINS, VINYL SHOWER CURTAINS, VINYL SHOWER CURTAIN LINERS, BATH TOWELS, BATH TOWEL SETS COMPRISED OF BATH TOWELS, HAND TOWELS, AND WASH CLOTHS	1/23/2013	85/830,323	3/25/2014	4,500,468	United States of America
AQUADUX	Town & Country Linen Corp.	IN CLASS 18: UMBRELLAS	5/16/2013	85/934,530	12/29/2015	4,877,935	United States of America
AIRIA BASICS	Town & Country Linen Corp.	IN CLASS 27: BATH MATS; NON-SLIP BATHTUB MATS; NON-SLIP MATS FOR BATHS	6/3/2014	86/298,507	8/25/2015	4,800,772	United States of America
NOODLE PALS	Town & Country Linen Corp.	IN CLASS 28: STUFFED TOYS	6/30/2014	86/324,173	9/1/2015	4,805,196	United States of America
TOWN & COUNTRY LIVING	Town & Country Linen Corp.	IN CLASS 024: TABLE CLOTHS; TABLE CLOTHS AND NAPKINS SOLD AS A SET; KITCHEN TOWELS	8/26/2015	86/737,594	4/5/2016	4,932,131	United States of America
LUXE LIVING	Town & Country Linen Corp.	IN CLASS 024: TOWELS, KITCHEN TOWELS, KITCHEN TIE TOWELS, TEA TOWELS, BAR MOP TOWELS.	8/22/2014	86374333	10/6/2015	4,828,496	United States of America

TOWN & COUNTRY LIVING	Town & Country Linen Corp.	IN CLASS 027: FLOOR MATS, BATH MATS.	3/4/2015	86552627	10/13/2015	4,831,235	United States of America
snuggleZzz	Town & Country Linen Corp.	IN CLASS 024: PILLOWCASES	6/25/2015	86673853	3/1/2016	4,908,072	United States of America
TRIV-MITT	Town & Country Linen Corp.	IN CLASS 021: POT HOLDERS	12/8/2015	86842724	1/10/2017	5,120,911	United States of America
TRIV-MITT	Town & Country Linen Corp.	IN CLASS 021: TRIVETS	12/10/2015	86845618	1/10/2017	5,120,920	United States of America
EASY-FLEX RINGS	Town & Country Linen Corp.	IN CLASS 020: SHOWER CURTAIN RINGS IN CLASS 024: SHOWER CURTAIN GROMMETS SOLD AS A COMPONENT OF SHOWER CURTAINS	8/24/2016	87149591			United States of America
FASHION BAZAAR	Town & Country Linen Corp.	IN CLASS 024: TOWELS, KITCHEN TOWELS, KITCHEN TIE TOWELS, TEA TOWELS, BAR MOP TOWELS, UNFITTED FABRIC CHAIR COVERS, DISH CLOTHS, PLACE MATS OF TEXTILE MATERIAL, FABRIC TABLE RUNNERS, TABLE CLOTH OF TEXTILE, TABLE CLOTHS NOT OF PAPER, TABLE NAPKINS OF TEXTILE	10/20/2016	87210391			United States of America
THE CHEF'S PANTRY	Town & Country Linen Corp.	IN CLASS 024: TABLE CLOTHS NOT OF PAPER, POT HOLDERS, DISH CLOTHS, AND ENSEMBLES OF	12/28/2010	85206788	1/8/2013	4,272,724	United States of America

		SAME.					
THE CHEF'S PANTRY	Town & Country Linen Corp.	IN CLASS 024: TABLE LINENS, TOWELS, PLACE MATS NOT OF PAPER, OVEN MITTS, DISH CLOTHS, FABRIC NAPKINS, FABRIC TABLECLOTHS.	5/7/2009	77732059	2/26/2013	4,295,904	United States of America
THE CHEF'S PANTRY	Town & Country Linen Corp.	IN CLASS 024: TABLE LINEN, TABLE CLOTHS NOT OF PAPER, KITCHEN TOWELS, PLACE MATS NOT OF PAPER, NAMELY PLASTIC, TEXTILE AND VINYL PLACE MATS, TEXTILE NAPKINS, OVEN MITTS, POT HOLDERS, DISH CLOTHS, AND ENSEMBLES OF SAME.	10/21/2002	76459765	12/7/2004	2,907,591	United States of America
GOURMET GALLERY	Town & Country Linen Corp.	IN CLASS 024: TOWELS, POT HOLDERS AND POT MITTS, DISH CLOTHS, NAPKINS NOT OF PAPER, PLACEMATS NOT OF PAPER, TABLECLOTHS NOT OF PAPER.	4/7/2009	77708655	12/11/2012	4,257,938	United States of America