

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460541

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sympoz LLC		01/31/2018	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Comcast Corporation		
Street Address:	One Comcast Center		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4957368	BOUNDLESS FABRICS	
Registration Number:	4957369	CLOUDBORN FIBERS	
Registration Number:	5130031	SPRIGHTLY YARNS	
Registration Number:	5187835	COLONIAL MANOR	
Registration Number:	4091898	SYMPOZ	
Registration Number:	4324203	CRAFTSY	
Registration Number:	5210721	CRAFTSY	
Registration Number:	5210722	CRAFTSY	
Registration Number:	5049921	LEARN IT. MAKE IT. LOVE IT.	
Registration Number:	5064412	LIFE IN THE MAKING	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>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.</i>			
Phone:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Melony Sot		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		

OP \$265.00 4957368

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	F175220
NAME OF SUBMITTER:	Emily Ohannessian
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	02/02/2018
Total Attachments: 6 source=Craftsy - Trademark Security Agreement (Executed)#page2.tif source=Craftsy - Trademark Security Agreement (Executed)#page3.tif source=Craftsy - Trademark Security Agreement (Executed)#page4.tif source=Craftsy - Trademark Security Agreement (Executed)#page5.tif source=Craftsy - Trademark Security Agreement (Executed)#page6.tif source=Craftsy - Trademark Security Agreement (Executed)#page7.tif	

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, SYMPOZ LLC, a Virginia limited liability company (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Sympoz LLC (the “**Borrower**”), Comcast Corporation, as Secured Party, are parties to a Credit Agreement dated as of January 31, 2018 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a Security Agreement dated as of January 31, 2018 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower and Comcast Corporation, as Secured Party (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations (the “**Secured Obligations**”) by granting to the Grantee a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below) (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark, in each case, excluding any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of Lanham Act has been filed, to extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use

applications or the resulting trademark or service mark registrations under applicable federal law;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

For so long as the Security Agreement remains in effect, the Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

To the extent prohibited in the Security Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 31st day of January, 2018.

SYMPOZ LLC

By: _____

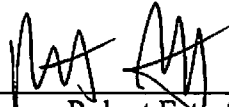
Name: John Levisay

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Acknowledged:

COMCAST CORPORATION,
as Secured Party

By: 
Name: Robert Eatroff
Title: Executive Vice President -
Global Corporate
Development and Strategy

[Signature Page to Trademark Security Agreement]

**Schedule 1
to Trademark
Security Agreement**

SYMPOZ LLC

U.S. TRADEMARK REGISTRATIONS

	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
1.	BOUNDLESS FABRICS	4957368	5/10/2016
2.	CLOUDBORN FIBERS	4957369	5/10/2016
3.	SPRIGHTLY YARNS	5130031	1/24/2017
4.	COLONIAL MANOR	5187835	4/18/2017
5.	LILY & LOOM	NONE	NONE
6.	MIDNIGHT QUILT SHOW	NONE	NONE
7.	OFF OUR NEEDLES	NONE	NONE
8.	SYMPOZ	4091898	1/24/2012
9.	CRAFTSY	4324203	4/23/2013
10.	CRAFTSY	5210721	5/23/2017
11.	CRAFTSY	5210722	5/23/2017
12.	LEARN IT. MAKE IT. LOVE IT.	NONE	NONE
13.	LEARN IT. MAKE IT. LOVE IT.	5049921	9/27/2016
14.	LIFE IN THE MAKING.	NONE	NONE
15.	LIFE IN THE MAKING	5064412	10/18/2016
16.	MAKE SOMETHING THAT MEANS SOMETHING.	NONE	NONE
17.	MAKE SOMETHING THAT MEANS SOMETHING.	NONE	NONE
18.	MAN ABOUT CAKE	NONE	NONE
19.	MASTERING IN MINUTES	NONE	NONE

U.S. TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.