

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM461208

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE LOVESAC COMPANY		02/02/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	One Boston Place, 18th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2659121	LOVESAC	
<b>Registration Number:</b>	3035784	LOVESAC	
<b>Registration Number:</b>	3134349	SACTIONALS	
<b>Registration Number:</b>	3234481	DURAFOAM	
<b>Registration Number:</b>	3028008	SAC	
<b>Registration Number:</b>	3244136	LOVESAC	
<b>Registration Number:</b>	3168679	SQUATTOMAN	
<b>Registration Number:</b>	3168632	SUPERSAC	
<b>Registration Number:</b>	3168678	MOVIESAC	
<b>Registration Number:</b>	4801804	LOVESAC	
<b>Registration Number:</b>	5091651	LOVESOFT	
<b>Serial Number:</b>	87057762	LOVESAC	
<b>Serial Number:</b>	87086600	DESIGNED FOR LIFE	
<b>Serial Number:</b>	87178371	OTTABLE	
<b>Serial Number:</b>	87388178	TOTAL COMFORT	
<b>Serial Number:</b>	87388188	THE WORLD'S MOST ADAPTABLE COUCH	
<b>Serial Number:</b>	87388182	THE WORLD'S MOST COMFORTABLE SEAT	
<b>Serial Number:</b>	87388186	ALWAYS FITS. FOREVER NEW	
<b>Serial Number:</b>	87388175	DESIGNED FOR LIFE FURNITURE CO.	

OP \$615.00 2659121

Property Type	Number	Word Mark
Serial Number:	87388171	ALWAYS FITS
Serial Number:	87388166	FOREVER NEW
Serial Number:	87403785	SACS
Serial Number:	87392578	SACS
Serial Number:	87392560	SIDE

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512  
*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:** 202-370-4750  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Darlena Stark  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F175347 TM IPSA
<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold
<b>SIGNATURE:</b>	/Joanne BL Arnold/
<b>DATE SIGNED:</b>	02/07/2018

**Total Attachments: 9**  
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 2nd day of February, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of February 2, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among The Lovesac Company, a Delaware corporation (the "Lead Borrower", and, together with the other entities that may from time to time become a party thereto as a borrower, each individually a "Borrower" and collectively, "Borrowers"), certain affiliates of Borrowers, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, the Security Agreement, dated as of February 2, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Credit Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of interpretation set forth in Section 1.2 of the Security Agreement, which rules of interpretation are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title

and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License; and

(d) excluding any Excluded Property.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of any proceeding under any Debtor Relief Law involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by

different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 10.9 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

**THE LOVESAC COMPANY**

By: *[Signature]*  
Name: *Sanna Bellomo*  
Title: *CEO*

ACCEPTED AND ACKNOWLEDGED BY  
AGENT:

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Agent**

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement (Lovesac)]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

**THE LOVESAC COMPANY**

By: \_\_\_\_\_

Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY  
AGENT:

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Agent**

By: \_\_\_\_\_

Name:

Title:

*William Ann*  
*Director*

[Signature Page to Trademark Security Agreement (Lovesac)]

**TRADEMARK**  
**REEL: 006269 FRAME: 0419**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Attorney Docket No.	Title	Official No.	Country	Case Status	Filing Date	Registration Date
15605.6	LoveSac	2659121	United States of America	Registered	22-Jan-2002	10-Dec-2002
15605.13A	LoveSac	1033613	Australia	Registered	09-Dec-2004	25-Jul-2005
15605.17	LoveSac	3035764	United States of America	Registered	13-Jan-2005	27-Dec-2005
15605.26	Sectionals	3134349	United States of America	Registered	06-Apr-2005	22-Aug-2006
15605.26a	Sectionals	010412369	EPO	Registered	14-Nov-2011	24-Apr-2012
15605.26b	Sectionals	TMA852206	Canada	Registered	09-Nov-2011	31-May-2013
15605.26c	Sectionals	01526451	Taiwan	Registered	11-Nov-2011	01-Jun-2013
15605.26d	Sectionals	10175883	China	Registered	11-Nov-2011	04-Jan-2013
15605.28	QUANIGAM	3234461	United States of America	Registered	29-Oct-2004	24-Apr-2007
15605.30	SAC	3028008	United States of America	Registered	29-Sep-2004	13-Dec-2005
15605.40	LoveSac	935449	Mexico	Registered	26-Aug-2005	29-May-2006
15605.46	LoveSac	3244136	United States of America	Registered	06-Jan-2006	22-May-2007
15605.49	Squattoman	3169579	United States of America	Registered	06-Jan-2006	07-Nov-2006
15605.50	SuperSac	3169532	United States of America	Registered	28-Dec-2005	07-Nov-2006
15605.51	MovieSac	3169578	United States of America	Registered	06-Jan-2006	07-Nov-2006
15605.56	LoveSac	TMA898659	Canada	Registered	18-Nov-2005	16-Oct-2007
15605.61	LoveSac	003252558	European Community	Registered	07-Sep-2003	20-Apr-2005
15605.66	LoveSac	45-0023943	Republic of Korea	Registered	26-May-2007	18-Jul-2008
15605.119	LOVESAC	1344/59	Saudi Arabia	Registered	13-Dec-2010	25-Aug-2012
15605.119.1	LOVESAC	1344/60	Saudi Arabia	Registered	13-Dec-2010	25-Aug-2012



Attorney Docket No.	Title	Official No.	Country	Case Status	Filing Date	Registration Date
15605.134	LOVESAC	8781416	China	Registered	27-Oct-2010	28-Feb-2014
15605.133.1	LOVESAC & DESIGN	8465792	China	Registered	09-Jul-2010	21-Jul-2011
15605.136	LOVESAC	4301604	United States of America	Registered	22-Aug-2011	01-Sep-2015
15605.137	LOVESAC	01526460	Taiwan	Registered	11-Nov-2011	01-Jul-2012
15605.138	LOVESAC	30208274 4	Hong Kong	Registered	11-Nov-2011	09-Oct-2012
15605.148	LOVESAC	958852	New Zealand	Registered	15-May-2012	06-Nov-2012
15605.157	LOVESOFT	5091661	United States of America	Registered	12-Aug-2014	29-Nov-2016
15605.164	LOVESAC	4-2015- 18462	Vietnam	Pending	14-Jul-2015	
15605.165	SACTIONALS	4-2015- 18461	Vietnam	Pending	14-Jul-2015	
15605.177	Lovesac Logo with Block E	87057762	United States of America	Pending	02-Jun-2015	
15605.177a	LOVESAC LOGO with block E	1813163	Australia	Pending	1-December-2015	
15605.167	Designed for Life	87066600	United States of America	Pending	26-Jun-2015	
15605.189	OTTABLE TM App.	87176371	United States of America	Pending	21-Sep-2015	
15605.191	LOVESAC TM	21805837	China	Pending	7-Nov-2015	
15605.192	LOVESAC TM	21805889	China	Pending	7-Nov-2015	
15605.200	LOVESAC TM	1813165	Australia	Pending	1-Dec-2015	
15605.201	SACTIONALS TM	1813167	Australia	Pending	1-Dec-2015	

Owner	Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status
THE LOVESAC COMPANY	US	TOTAL COMFORT	87388178	3/28/2017	n/a	n/a	Pending
THE LOVESAC COMPANY	US	THE WORLD'S MOST ADAPTABLE COUCH	87388188	3/28/2017	n/a	n/a	Pending
THE LOVESAC COMPANY	US	THE WORLD'S MOST COMFORTABLE SEAT	87388182	3/28/2017	n/a	n/a	Pending
THE LOVESAC COMPANY	US	ALWAYS FITS. FOREVER NEW.	87388186	3/28/2017	n/a	n/a	Pending
THE LOVESAC COMPANY	US	DESIGNED FOR LIFE FURNITURE CO.	87388175	3/28/2017	n/a	n/a	Pending
THE LOVESAC COMPANY	US	ALWAYS FITS	87388171	3/28/2017	n/a	n/a	Pending
THE LOVESAC COMPANY	US	FOREVER NEW	87388166	3/28/2017	n/a	n/a	Pending
The LoveSac Company	US	SACS	87403785	4/7/2017	n/a	n/a	Pending
THE LOVESAC COMPANY	US	SACS	87392578	3/30/2017	n/a	n/a	Pending
THE LOVESAC COMPANY	US	SIDE	87392560	3/30/2017	n/a	n/a	Pending

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.