

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463879

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sure Fit Home Decor Canada ULC		02/28/2018	Unlimited Liability Company: BRITISH COLUMBIA

RECEIVING PARTY DATA

Name:	Goldman Sachs Private Middle Market Credit LLC
Street Address:	225 W. Washington Street
Internal Address:	21st Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	76717143	TRANQUILITY
Serial Number:	76717641	STAYPUT TUCKING TOOL
Serial Number:	76717142	COMFORT TERRY
Serial Number:	76716521	SERENESLEEP
Serial Number:	76711669	
Serial Number:	76711668	SNEAKY
Serial Number:	76709834	ALLERGY SHIELD
Serial Number:	76708885	DREAMSERENE
Serial Number:	76708882	DREAMSEAL
Serial Number:	76707902	COVERING WHAT MATTERS
Serial Number:	76707903	QUICK COVER
Serial Number:	76709390	WET BLOCK
Serial Number:	76717144	SMOOTH SLEEP
Serial Number:	76708887	FURNITURE SKINS
Serial Number:	76714442	BEDPURE
Serial Number:	85924001	SLIP NOT
Serial Number:	86606146	DISCREET SHEETS
Serial Number:	86606172	SNEAKY SHEETS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86392096	COVERWORKS
Serial Number:	85314490	WET BLOCK TECHNOLOGY
Serial Number:	85314547	WET BLOCK TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: 3125585700

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: (312) 558-6352

Email: mfoy@winston.com

Correspondent Name: Michelle Foy, Winston & Strawn LLP

Address Line 1: 35 West Wacker Drive

Address Line 2: Suite 4200

Address Line 4: Chicago, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER: 86111.19

NAME OF SUBMITTER: Michelle Foy

SIGNATURE: /Michelle Foy/

DATE SIGNED: 03/01/2018

Total Attachments: 11

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U.S. TRADEMARK SECURITY AGREEMENT

THIS U.S. TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 28, 2018, is among SURE FIT HOME DÉCOR CANADA ULC, a British Columbia unlimited liability company (the "Grantor") and GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT LLC (the "Agent").

WITNESSETH:

WHEREAS, SF Home Décor, LLC, a Delaware limited liability company ("SF Home Décor"), Sure Fit Home Products, LLC, a Delaware limited liability company ("Sure Fit Home"), Sure Fit Outdoor LLC, a Delaware limited liability company ("Sure Fit Outdoor"), Spencer N. Enterprises, LLC, a California limited liability company ("Spencer" and together with SF Home Décor, Sure Fit Home and Sure Fit Outdoor, collectively, the "Borrowers"), Sure Fit Home Décor Holdings Corp., a Delaware corporation ("Sure Fit Holdings"), Spencer Intermediate, LLC, a Delaware limited liability company ("Spencer Intermediate" and together with Sure Fit Holdings, collectively, the "Existing Guarantors" and together with the Borrowers, collectively, the "Existing Obligors"), the Grantor, the lenders party thereto and Goldman Sachs Private Middle Market Credit LLC, as agent (in such capacity, "Agent") are parties to a Loan and Security Agreement dated as of July 13, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations under the Loan Agreement;

WHEREAS, the Grantor contemplates and intends that the Agent, on behalf of the Secured Parties, shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Loan Agreement in connection with all of such Grantor's right, title and interest in the Trademark Collateral; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all trademarks, to the extent included in the Collateral, including but not limited to the trademarks listed on Schedule A

attached hereto, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof) and any similar legislation in Canada, including but not limited to the *Bankruptcy and Insolvency Act* (Canada) and the *Companies' Creditors Arrangement Act* (Canada)), of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that (i) the Commissioner of Patent and Trademarks and any other applicable United States government officer and (ii) the commissioner, registrar or any other applicable government officer of the Canadian Intellectual Property Office record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

Section 7. Intercreditor Agreement

Notwithstanding anything herein to the contrary, the Agent and the Grantor acknowledge that the Lien and security interest granted to the Agent, on behalf of the Lenders, pursuant to this Agreement and the exercise of any right or remedy by the Agent under this Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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IN WITNESS WHEREOF, the Grantor has caused this U.S. Trademark Security Agreement to be duly executed and delivered by its authorized officer as of the date first above written.

GRANTOR:

SURE FIT HOME DÉCOR CANADA ULC

By: 

Name: Charles F. Kuehne

Title: Secretary and Chief Financial Officer

AGENT:

GOLDMAN SACHS PRIVATE MIDDLE
MARKET CREDIT LLC


By: 

Name: David Yu

Title: Authorized Signatory

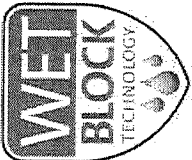
**SCHEDULE A
TO
U.S. TRADEMARK SECURITY AGREEMENT**

UNITED STATES REGISTERED TRADEMARKS AND APPLICATIONS

<u>TRADE-MARK</u>	<u>APPLICATION NO.</u>	<u>REGISTRATION NO.</u>	<u>GOODS/SERVICES</u>	<u>STATUS</u>
TRANQUILITY	76/717,143		Class 24: Bedding products, namely, waterproof mattress protector mattress covers	ABANDONED
STAYPUT TUCKING TOOL	76/717,641	5146840	Class 20: Furniture fittings not of metal in the nature of a piece of tubing for the purpose of holding furniture slip covers in place on furniture	Registered: February 21, 2017
COMFORT TERRY	76/717,142	5337394	Class 24: Bedding, namely, waterproof mattress protectors; Bedding products, namely, pillow covers, duvet covers	Registered: November 21st 2016
SERENESLEEP	76/716,521		Class 24: Bedding products, namely, mattress covers, bed sheets and pillow covers in the nature of pillow cases	Extension Letter: September 22nd 2016 Need to provide declaration of use with proof
	76/711,669		Class 24: Juvenile bedding, namely, duvet covers, waterproof fitted bed sheet protectors in the nature of covers, pillow slips in the nature of pillowcases, mattress covers and bed sheets	ABANDONED
SNEAKY	76/711,668		Class 24: Juvenile bedding, namely, duvet covers, waterproof fitted bed sheet protectors in the nature of covers, pillow slips in the nature of pillowcases, mattress covers and bed sheets	ABANDONED
ALLERGY SHIELD	76/709,834	4,432,686	Class 20: Mattress covers	Registered: November 12 th 2013 Renewal: November 12th 2018
DREAMSERENE	76/708,885	4,436,681	Class 24: Bedding, namely, mattress protectors in the nature of mattress covers	Registered: November 19 th 2013 Renewal: November 19th 2018

<u>TRADE-MARK</u>	<u>APPLICATION NO.</u>	<u>REGISTRATION NO.</u>	<u>GOODS/SERVICES</u>	<u>STATUS</u>
DREAMSEAL	76/708,882	4,466,665	<u>Class 24:</u> Insect repellents as component part of mattress covers	Registered: January 14 th 2014 Renewal: January 14th 2019
COVERING WHAT MATTERS	76/707,902	4,495,025	<u>Class 24:</u> Unfitted fabric furniture and patio furniture covers; unfitted furniture and patio furniture covers not of paper; mattress covers	Registered: March 11 th 2014 Renewal: March 11th 2019
QUICK COVER	76/707,903	4,510,952	<u>Class 20:</u> Liquid-proof fitted fabric furniture cover	Registered: April 18 th 2014 Renewal: April 18th 2019
WET BLOCK	76/709,390	4,522,117	<u>Class 24:</u> Water non-permeable lining in the nature of mattress covers	Registered: April 29 th 2014 Renewal: April 29th 2019
SMOOTH SLEEP	76/717/144	4,824,180	<u>Class 24:</u> Bedding products, namely, pillow covers, duvet covers, mattress encasements for bed bugs and allergy protection, crib protectors, namely, crib bumper	Registered: October 6 th 2015 Renewal: October 6th 2020
FURNITURE SKINS	76/708,887	4,841,561	<u>Class 12:</u> Covers for car seats; covers for airplane passenger seats	Registered: October 27 th 2015 Renewal: October 27th 2020
BEDPURE	76/14442	4,846,190	<u>Class 24:</u> Bedding products, namely, encasements, in the nature of pillow cases, pillow shams, mattress pads, and comforters; mattress and pillow protectors, namely, mattress pads, pillow covers and mattress covers	Registered: November 3 rd 2015 Renewal: November 3rd 2020
SLIP NOT	85/924,001		<u>Class 24:</u> Bedding covers, namely, mattress covers, mattress pads and sets of bedding covers containing a mattress pad and bed sheets	Suspended pending receipt of Canadian registration SUSPENDED- April 1st 2016
DISCREET SHEETS	86/606,146		<u>Class 24:</u> Bedding, namely, sheet sets; sheets; bed pads	Filed response to office action on December 18, 2015 SUSPENDED- July 26th 2016
SNEAKY SHEETS	86/606,172		<u>Class 24:</u> Bedding, namely, sheet sets; sheets; bed pads	Filed response to office action on December 18, 2015 SUSPENDED- July 26th 2016
COVERWORKS	86/392,096		<u>Class 24:</u> Household fabric furnishings, namely, unfitted fabric slipcovers for furniture, furniture throws, bedspreads, comforters, window coverings, namely, fabric valances; shower curtains, cushion covers and	Registered June 14th 2016 S. 8 & 15 Declaration due June 14th, 2022 Renewal due June 14th, 2026

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<u>TRADE-MARK</u>	<u>APPLICATION NO.</u>	<u>REGISTRATION NO.</u>	<u>GOODS/SERVICES</u>	<u>STATUS</u>
WET BLOCK TECHNOLOGY	85/314,490	4,716,648	table linens; Furniture protectors and mattress protectors, namely, unfitted furniture covering made of fabric and mattress covers	Registered April 7, 2015 S. 8 & 15 Declaration due April 7, 2021 Renewal due April 7, 2025
	85/314,547	4,724,034	Class 20: <u>Fitted fabric furniture covers</u> Class 24: <u>Bedding covers; water non-permeable lining for furniture and bedding covers; unfitted fabric furniture covers having a water non-permeable lining</u> Class 20: <u>Fitted fabric furniture covers</u> Class 24: <u>Unfitted fabric furniture covers having a water non-permeable lining; water non-permeable lining for furniture covers; water non-permeable lining for bedding covers; unfitted fabric bedding covers, namely, mattress covers, pillow covers and crib mattress covers, mattress sheets, pillow covers and crib mattress covers</u>	Registered April 21, 2015 S. 8 & 15 Declaration due April 21, 2021 Renewal due April 21, 2025

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CANADIAN REGISTERED TRADEMARKS AND APPLICATIONS




<u>TRADE-MARK</u>	<u>APPLICATION NO.</u>	<u>REGISTRATION NO.</u>	<u>GOODS/SERVICES</u>	<u>STATUS</u>
TRANQUILITY	1,699,415		Bedding, namely; bed linen, pillow covers, duvet covers, mattress protectors, pillow protectors, crib protectors	ABANDONED
SLIPCOVER SAVY				Made Application February 8 th 2016
STAY PUT TUCKING TOOL	1,717,789		A furniture product, namely a piece of tubing made of, but not limited to, foam or rubber, for the purpose of holding furniture slip covers in place	Approved Status Declaration and \$200 due February 2nd 2018
FABRIC SENSE	1,723,586		Protective covers for bedding, mattresses, furniture and cushions, made of treated fabric	Approved Status Declaration and \$200 due July 4th 2018
SLEEPSCAPE	1,533,778		Bedding, namely mattress protectors	ABANDONED
BEDPURE	1,631,140	TMA955566	Bedding products, namely mattress and pillow protectors, encasements, mattress pads, pillow cases, pillow shams and comforters	Registered November 11th 2016
SereneSleep	1,680,918		Mattress protectors	Approved Status Declaration and \$200 due June 4th 2017
SMOOTH SLEEP	1,699,413	TMA955543	Bedding products, namely; mattress protectors, pillow protectors; Bedding products, namely; pillow covers, duvet covers, crib protectors, mattress encasements	Registered November 11th 2016
COMFORT TERRY	1,699,408	TMA955540	Bedding products, namely mattress protectors, pillow protectors, crib protectors; Bedding products, namely; pillow covers, duvet covers, duvet protectors	Registered November 11th 2016
DREAMSEAL	1,692,532	TMA926,076	Bedding; namely mattress protectors	Registered: January 15 th 2016 Renewal: January 15th 2031
COVERING WHAT MATTERS.	1,509,086	TMA814,580	Mattress Covers, Furniture Covers, Car Seat Covers, Patio Furniture Covers .Providing warranties to customers for replacing damaged furniture	Registered: December 22 nd 2012 Renewal: December 22nd, 2012
QUICK COVER	1,509,084	TMA814,579	A liquid-proof cover for furniture	Registered: December 22 nd 2012 Renewal: December 22nd, 2012

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TRADE-MARK	APPLICATION NO.	REGISTRATION NO.	GOODS/SERVICES	STATUS
WET BLOCK	1,509,083	TMA814,581	Water non-permeable lining for furniture/bedding covers	Registered: December 22 nd 2012 Renewal: December 22nd 2012
SNEAKY	1,582,089	TMA860,223	Juvenile Bedding, namely, Duvet covers, Waterproof sheet protectors, Pillow slips, Mattress covers, Sheets	Registered: September 17 th 2013 Renewal: September 17th 2028
	1,582,090	TMA861,490	Juvenile Bedding, namely, Duvet Covers, Waterproof sheet protectors, Pillow slips, Mattress covers, Sheets	Registered: September 17 th 2013 Renewal: September 17th 2028
DreamSerene	1,533,779	TMA879,894	Mattress protectors, and mattress covers	Registered: June 11 th 2014 Renewal: June 11th 2029
THE UGLY COUCH CONTEST	1,543,179	TMA882,182	The operation of an Internet web site inviting participation in a contest	Registered: July 15 th 2014 Renewal: July 15th 2029
ALLERGY SHIELD	1,547,943	TMA886,246	Mattress protectors, pillow protectors, mattress encasements	Registered: September 19 th 2014 Renewal: September 19th 2029
FURNITURE SKINS	1,533,780	TMA907,463	Covers for car seats, covers for air plane seats	Registered: June 29 th 2015 Renewal: June 29th 2030
DISCREET SHEETS	1,712,440		Bedding; sheets; bed pads	Allowance Status Feb. 23rd 2018
SNEAKY SHEETS	1,712,432		Bedding; sheets; bed pads	Allowance Status Feb. 23rd 2018
SLIP NOT	1,602,081		Bedding covers	Allowed Declaration of Use due May 6, 2016 Extension: November 11th 2016 ABANDONED
	1,602,080		Bedding covers	Allowed Declaration of Use due May 6, 2016 Extension: November 11th 2016 ABANDONED
SURE FIT	524,449	TMA327,824	Knit and woven readymade slip covers; furniture throws; cushions and pillows; and draperies and bedspreads	Registered on May 22, 1987 Renewal due May 22, 2017 RENEWED

<u>TRADE-MARK</u>	<u>APPLICATION NO.</u>	<u>REGISTRATION NO.</u>	<u>GOODS/SERVICES</u>	<u>STATUS</u>
SNUGGER	1,182,773	TMA626,108	Inserts for adjusting or retaining slipcovers, removable covers, fabric covers, leather covers or related products	Registered on Nov. 22, 2004 Renewal due Nov. 22, 2019
CANADIAN COVER COMPANY	1,137,389	TMA630,801	Chair and sofa covers, cushions, products to decorate or protect a table, made of knitted, woven, natural or manmade fabric, draperies, drapery panels, curtains and valances, natural or manmade, knitted or woven fabrics for covering windows, tab panels, rod pocket panels, and valances, futon coverings, furniture coverings, slip covers, upholstered furniture, natural or manmade, knitted or woven fabric bed covers, sheets, duvets, comforters, shams, cushions, bed and skirt pillows, towels, shower curtains and dish clothes	Registered on Jan. 21, 2005 Renewal due Jan. 21, 2020
SLEEPLOGIC	1,262,006	TMA696,946	Mattresses, bed linen, comforters, pillows, pillow covers, bed frills, bed frames, bedspreads, duvets, duvet covers, mattress protectors, and blankets	Registered on Sept. 20, 2007 Renewal due Sept. 20, 2022
DECOR EXPRESS	683,013	TMA413,078	Chair and sofa covers, cushions, table covers, drapes, drapery panels, curtains and valances	Registered on June 4, 1993 Renewal due June 4, 2023
EURO COVER	705,108	TMA414,081	Slipcovers for furniture	Registered on June 25, 1993 Renewal due June 25, 2023
DEFINING THE SLEEP ZONE	1,330,580	TMA737,366	Mattresses, bed linen, comforters, pillows, pillow covers, bed frills, bed frames, bedspreads, duvets, duvet covers, mattress protectors, and blankets	Registered on April 2, 2009 Renewal due April 2, 2024
REDUCE REUSE RECOVER	1,351,931	TMA769,845	Readymade slip covers; furniture throws; cushions and pillows; and draperies and bed coverings	Registered on June 16, 2010 Renewal due June 16, 2025
COVERWORKS	754,652	TMA447,058	Household fabric furnishings, namely, furniture slipcovers, furniture throws, bedspreads, comforters, window coverings, namely valances; shower curtains, cushion covers and table linens	Registered on Sept. 1, 1995 Renewal due Sept. 1, 2025
BEDCARE	1,456,159	TMA782,168	Mattress warranty programs	Registered on Nov. 10, 2010 Renewal due Nov. 10, 2025

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<u>TRADE-MARK</u>	<u>APPLICATION NO.</u>	<u>REGISTRATION NO.</u>	<u>GOODS/SERVICES</u>	<u>STATUS</u>
	1,528,274	TMA824,144	Furniture slip covers; furniture throws; comforters; sheets; shams; duvets; duvet covers; blankets; cushions; cushion covers; pillows; pillow covers; draperies; drapery panels; curtains; valances; table linens; table covers; bedspreads; bed covers; bed linens; bed frills; bed frames; bed and skirt pillows; mattresses; mattress protectors; mattress covers; car seat covers; patio furniture covers; shower curtains; towels; dish clothes; inserts for adjusting or retaining slipcovers, removable covers, fabric covers and leather covers Providing warranties to customers for replacing damaged furniture; Mattress warranty programs	Registered on May 15, 2012 Renewal due May 15, 2027
WET BLOCK TECHNOLOGY 	1,521,883	TMA867,536	Furniture covers; bedding covers; water non-permeable lining for furniture and bedding covers	Registered on Dec. 17, 2013 Renewal due Dec. 17, 2028
	1,521,884	TMA867,543	Furniture covers; bedding covers; water non-permeable lining for furniture and bedding covers	Registered on Dec. 17, 2013 Renewal due Dec. 17, 2028
COUVRIR LE PLUS IMPORTANT.	1,515,985	TMA871,553	Mattress covers, furniture covers, car seat covers, patio furniture covers Providing warranties to customers for replacing damaged furniture	Registered on Feb. 18, 2014 Renewal due Feb. 18, 2029

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