

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468780

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		12/31/2017	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Plow & Hearth, LLC
Street Address:	7021 Wolftown-Hood Road
City:	Madison
State/Country:	VIRGINIA
Postal Code:	22727
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	1460401	HEARTHSONG
Registration Number:	1455274	HEARTHSONG
Registration Number:	1714548	TOYS YOU'LL FEEL GOOD ABOUT GIVING
Registration Number:	1967546	CHILDREN'S WEAR DIGEST
Registration Number:	2442195	HEARTHSONG
Registration Number:	2442235	HEARTHSONG.COM
Registration Number:	2780434	MAGIC CABIN
Registration Number:	3033508	CHILDHOOD'S PUREST TREASURES
Registration Number:	3495441	CONNECTAGONS
Registration Number:	3583370	HEART-TO-HEARTS
Registration Number:	3580478	IMAGINE MY PLACE
Registration Number:	4022352	HEARTHSONG
Serial Number:	85403921	THE SILLIES
Registration Number:	4247039	THE SILLIES
Registration Number:	4580473	SILLIES
Registration Number:	4427597	HUGGLEPOD
Registration Number:	4317161	GBOP
Registration Number:	4667123	BBOP
Registration Number:	4819536	ARCHIFORM

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4723308	WHEEL TOWN
Registration Number:	4772134	SKY ISLAND
Registration Number:	4723914	CHOMPOSAURUS
Registration Number:	4772252	WILD TEE
Registration Number:	4888128	SHUFFLE ZONE
Registration Number:	4951081	CONSTRUCTAGONS
Registration Number:	4976800	WONDERWAVE
Registration Number:	5021670	HUGGLEPOD HANGOUT
Registration Number:	5022650	COLOR-MY-HEART
Registration Number:	5184912	AQUAPOD
Registration Number:	5216697	CHALKSCAPES
Registration Number:	5184940	SUN SHADE POP-UP POOL
Registration Number:	5216739	SKYCURVE
Registration Number:	5215520	HALFPENNY
Serial Number:	87216056	SKYDOME
Registration Number:	5217583	JUMP! LEAP! CRAZY FEET!
Serial Number:	87216696	HS ACTIVE
Registration Number:	5218621	GOAL FOR IT!
Registration Number:	5218622	ROLL WITH IT!
Serial Number:	87276375	IMAGINING ME
Registration Number:	5223320	COLOR POPS
Registration Number:	5218658	JUMP2IT
Registration Number:	5373271	BEST IN PLAY
Registration Number:	5385685	BEST IN PLAY
Registration Number:	5155143	GLOW WILD

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 04/06/2018

Total Attachments: 4

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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Partial Release"), dated as of December 31, 2017 (the "Effective Date"), is made by WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (the "Grantee"), in favor of PLOW & HEARTH, LLC, a Delaware limited liability company (the "Grantor").

WHEREAS, the Grantor and Grantee have executed and delivered that certain Grant of Security Interest in United States Trademarks dated as of January 6, 2014 (the "Trademark Security Agreement") (as has been supplemented by the supplements described below, the "Supplements", and as further amended, restated, supplemented or otherwise modified from time to time, the "Amended Trademark Security Agreement"), for recording with the United States Patent and Trademark Office ("USPTO");

WHEREAS, the Trademark Security Agreement was recorded with the USPTO at Reel 5189, Frame 0563 on January 8, 2014;

WHEREAS, the First Supplement, dated October 31, 2014, to the Trademark Security Agreement was recorded with the USPTO at Reel 5402, Frame 0916 on November 18, 2014;

WHEREAS, the Second Supplement, dated February 13, 2015, to the Trademark Security Agreement was recorded with the USPTO at Reel 5461, Frame 0527 on February 18, 2015;

WHEREAS, the Third Supplement, dated May 15, 2015, to the Trademark Security Agreement was recorded with the USPTO at Reel 5525, Frame 0136 on May 29, 2015;

WHEREAS, the Fourth Supplement, dated November 25, 2015, to the Trademark Security Agreement was recorded with the USPTO at Reel 5676, Frame 0974 on November 25, 2015;

WHEREAS, the Fifth Supplement, dated January 29, 2016, to the Trademark Security Agreement was recorded with the USPTO at Reel 5731, Frame 0906 on February 16, 2016;

WHEREAS, the Sixth Supplement, dated April 12, 2016, to the Trademark Security Agreement was recorded with the USPTO at Reel 5769, Frame 0790 on April 12, 2016;

WHEREAS, the Seventh Supplement, dated April 29, 2016, to the Trademark Security Agreement was recorded with the USPTO at Reel 5800, Frame 0519 on May 24, 2016;

WHEREAS, the Eighth Supplement, dated July 29, 2016, to the Trademark Security Agreement was recorded with the USPTO at Reel 5847, Frame 0450 on August 4, 2016;

WHEREAS, the Ninth Supplement, dated November 28, 2016, to the Trademark Security Agreement was recorded with the USPTO at Reel 5933, Frame 0155 on December 1, 2016;

WHEREAS, the Tenth Supplement, dated February 16, 2017, to the Trademark Security Agreement was recorded with the USPTO at Reel 5990, Frame 0456 on February 16, 2017;

WHEREAS, the Eleventh Supplement, dated May 23, 2017, to the Trademark Security Agreement was recorded with the USPTO at Reel 6067, Frame 0457 on May 24, 2017; and

WHEREAS, the Twelfth Supplement, dated November 17, 2017, to the Trademark Security Agreement was recorded with the USPTO at Reel 6213, Frame 0346 on November 27, 2017;

WHEREAS, the Grantor, as the Assignor, has entered into that certain Intellectual Property Assignment Agreement, dated as of January 1, 2018 (the "IP Assignment") with Children's Group, LLC, as the Assignee (the "Assignee") pursuant to which, *inter alia*, the Grantor has agreed to assign to the Assignee all of its right, title and interest in and to certain trademarks of Assignor (the "Trademark Assets"); and

WHEREAS, in connection with the IP Assignment, the Grantor has requested that that the Grantee release, discharge fully and reassign to the Grantor its interest in the Marks listed on Schedule I attached hereto (the Marks set forth on Schedule I attached hereto are hereinafter referred to as the "Specified Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Amended Trademark Security Agreement.

2. Release. The Grantee, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to solely the Specified Collateral. Nothing herein shall be deemed to constitute a release or discharge of the Grantee's security interest in any other Collateral, which security interest remains in full force and effect as of the date hereof.

4. Governing Law. This Partial Release shall be governed by, and construed in accordance with, the law of the State of New York, without giving effect to conflict of laws principles thereof, but including Section 5-1401 of the New York General Obligations Law.

Except for the release of Specified Collateral specifically identified on Schedule I attached hereto, all terms and provisions of the Amended Trademark Security Agreement shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of the Amended Trademark Security Agreement, as modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein. **Any lien and/or security interest granted pursuant to the Amended Trademark Security Agreement or the Security Agreement shall remain unchanged and in full force and effect except as specifically released hereby and shall continue to secure the payment and performance of all of the Secured Obligations (as defined in the Security Agreement).**

IN WITNESS WHEREOF, the Grantee has caused this Partial Release to be executed by its duly authorized representative as of the Effective Date:

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

By: _____

Name: MICHAEL WASH

Title: AUTHORIZED SIGNATORY

Schedule I
Specified Collateral (Marks)

Serial Number	Reg. Number	Word Mark
73641939	1460401	HEARTHSONG
73641997	1455274	HEARTHSONG
74233391	1714548	TOYS YOU'LL FEEL GOOD ABOUT GIVING
74703913	1967546	CHILDREN'S WEAR DIGEST
75822453	2442195	HEARTHSONG
75833874	2442235	HEARTHSONG.COM
76389594	2780434	MAGIC CABIN
76578278	3033508	CHILDHOOD'S PUREST TREASURES
77380372	3495441	CONNECTAGONS
77563167	3583370	HEART-TO-HEARTS
77570670	3580478	IMAGINE MY PLACE
85230960	4022352	HEARTHSONG
85403921		THE SILLIES
85403940	4247039	THE SILLIES
85403952	4580473	SILLIES
85703843	4427597	HUGGLEPOD
85715588	4317161	GBOP
86294399	4667123	BBOP
86389124	4819536	ARCHIFORM
86389160	4723308	WHEEL TOWN
86438717	4772134	SKY ISLAND
86444142	4723914	CHOMPOSAURUS
86444148	4772252	WILD TEE
86548067	4888128	SHUFFLE ZONE
86762907	4951081	CONSTRUCTAGONS
86762914	4976800	WONDERWAVE
86860129	5021670	HUGGLEPOD HANGOUT
86931110	5022650	COLOR-MY-HEART
87089968	5184912	AQUAPOD
87090696	5216697	CHALKSCAPES
87100312	5184940	SUN SHADE POP-UP POOL
87100317	5216739	SKYCURVE
87100373	5215520	HALFPENNY
87216056		SKYDOME
87216692	5217583	JUMP! LEAP! CRAZY FEET!
87216696		HS ACTIVE
87276364	5218621	GOAL FOR IT!
87276370	5218622	ROLL WITH IT!
87276375		IMAGINING ME
87290016	5223320	COLOR POPS
87299199	5218658	JUMP2IT
87357509	5373271	BEST IN PLAY
87509304	5385685	BEST IN PLAY
87100318	5155143	GLOW WILD

TRADEMARK