

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470314

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Thirteenth Supplement to Grant of Security Interest in United States Trademarks		
RESUBMIT DOCUMENT ID:	900444802		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plow & Hearth, LLC		03/28/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	One Boston Place, 19th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87652086	HEARTHSONG	
Serial Number:	87703526	BUNGEEBOUNCE	
Serial Number:	87704394	FUNSHINE	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera		
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:	04/18/2018		
Total Attachments: 4			

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THIRTEENTH SUPPLEMENT TO GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This Thirteenth Supplement to Grant of Security Interest in United States Trademarks (this "Supplement") is made as of the 28 day of March, 2018 by **PLOW & HEARTH, LLC**, a Delaware limited liability company (the "Grantor") in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION** (the "Grantee").

WHEREAS, the Grantor executed and delivered a Grant of Security Interest in United States Trademarks dated January 6, 2014 and recorded on January 8, 2014 at Reel 5189, Frame 0563 (as amended of record from time to time, hereinafter, the "Existing Grant") in favor of the Grantee, pursuant to which the Grantor pledged, assigned and granted a security interest in certain Marks (as defined therein), as supplemented pursuant to the First Supplement to Grant of Security Interest in United States Trademarks dated October 31, 2014 and recorded on November 18, 2014 at Reel 5402, Frame 0916, as further supplemented pursuant to the Second Supplement to Grant of Security Interest in United States Trademarks dated February 13, 2015 and recorded on February 18, 2015 at Reel 5461, Frame 0527, as further supplemented pursuant to the Third Supplement to Grant of Security Interest in United States Trademarks dated May 15, 2015 and recorded on May 29, 2015 at Reel 5525, Frame 0136, as further supplemented pursuant to the Fourth Supplement to Grant of Security Interest in United States Trademarks dated November 25, 2015 and recorded on November 25, 2015 at Reel 5676, Frame 0974, as further supplemented pursuant to the Fifth Supplement to Grant of Security Interest in United States Trademarks dated January 29, 2016 and recorded on February 16, 2016 at Reel 5731, Frame 0906, as further supplemented pursuant to the Sixth Supplement to Grant of Security Interest in United States Trademarks dated April 12, 2016 and recorded on April 12, 2016 at Reel 5769, Frame 0790, as further supplemented pursuant to the Seventh Supplement to Grant of Security Interest in United States Trademarks dated April 29, 2016 and recorded on May 24, 2016 at Reel 5800, Frame 0519, as further supplemented pursuant to the Eighth Supplement to Grant of Security Interest in United States Trademarks dated July 29, 2016 and recorded on August 4, 2016 at Reel 5847, Frame 0450, as further supplemented pursuant to the Ninth Supplement to Grant of Security Interest in United States Trademarks dated November 28, 2016 and recorded on December 1, 2016 at Reel 5933, Frame 0155, as further supplemented pursuant to the Tenth Supplement to Grant of Security Interest in United States Trademarks dated February 16, 2017 and recorded on February 16, 2017 at Reel 5990, Frame 0456, as further supplemented pursuant to the Eleventh Supplement to Grant of Security Interest in United States Trademarks dated May 23, 2017 and recorded on May 24, 2017 at Reel 6067, Frame 0457, and as further supplemented pursuant to the Twelfth Supplement to Grant of Security Interest in United States Trademarks dated November 17, 2017 and recorded on November 27, 2017 at Reel 6213, Frame 0346 (collectively, the "TM Supplements", and together with the Existing Grant, collectively, the "Grant"); and

WHEREAS, the Grantor has developed additional Marks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Marks in favor of the Grantee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.

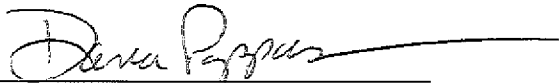
2. Supplement to Schedule A. Schedule A to the Grant is hereby supplemented, but not replaced, by Schedule A-1 annexed hereto. For the purposes of clarity, from and after the date hereof, Schedule A shall be deemed to include (i) the Marks referenced on Schedule A as such Schedule A exists immediately prior to the date hereof (including as supplemented pursuant to the TM Supplements), and (ii) the Marks referenced on Schedule A-1 annexed hereto.

3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.

 - b. This Supplement and the Grant cover the entire understanding of the parties with respect to the matters set forth herein and supersede all prior discussions and negotiations hereon.

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.

PLOW & HEARTH, LLC, as Grantor

By: 
Name: DANA PAPPAS
Title: CFO

[Signature page to Thirteenth Supplement to Trademark Security Agreement]

SCHEDULE A-1

<u>Mark</u>	<u>App. No/Reg. No</u>	<u>App./Reg. Date</u>	<u>Owner</u>
HEARTHSONG (NEW)	87652086	10/19/2017	Plow & Hearth, LLC
BUNGEEBOUNCE	87703526	11/30/2017	Plow & Hearth, LLC
FUNSHINE	87704394	12/01/2017	Plow & Hearth, LLC

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