

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Budget Blinds, LLC		07/09/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	4444760	BB COMMERCIAL SOLUTIONS	
Registration Number:	4485900	BB COMMERCIAL SOLUTIONS	
Registration Number:	4592370	BB COMMERCIAL SOLUTIONS	
Registration Number:	2688527	BUDGET BLINDS	
Registration Number:	1813191	BUDGET BLINDS	
Registration Number:	5388505	IB INSPIRED BLINDS	
Registration Number:	3437368	ILLUSIONS	
Registration Number:	4393124	INSPIRED DRAPES	
Registration Number:	4318315	ID INSPIRED DRAPES	
Registration Number:	5051415	INSPIRED SHADES COLLECTION	
Registration Number:	4688597	LATOIR	
Registration Number:	3652810	LATOIR	
Registration Number:	5403343	MOTOREASE SHADES BY BUDGET BLINDS	
Registration Number:	4577554	SERVICE IS ALWAYS IN STYLE	
Registration Number:	3393775	SIGNATURE SERIES	
Registration Number:	3431852	SIGNATURE SERIES BY BUDGET BLINDS	
Registration Number:	5142869	SIGNATURE BASICS	
Registration Number:	5142870	SIGNATURE SELECT	
Serial Number:	87649230	B	

CH \$1015.00 4444760

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87626864	B BUDGET BLINDS
Serial Number:	87685855	B BUDGET BLINDS STYLE AND SERVICE FOR EV
Serial Number:	87626849	BUDGET BLINDS STYLE AND SERVICE FOR EVER
Serial Number:	87780762	ENRICHED HOME BY BUDGET BLINDS
Serial Number:	87445864	IBC INSPIRED BEDDING COLLECTION
Serial Number:	87445824	INSPIRED BEDDING COLLECTION
Serial Number:	87446184	INSPIRED BLINDS
Serial Number:	87403637	INSPIRED COLLECTION
Serial Number:	87403669	INSPIRED COLLECTION
Serial Number:	87446172	INSPIRED SHADES
Serial Number:	87784682	INSPIRED WINDOW COVERINGS
Serial Number:	87445875	IS INSPIRED SHADES
Serial Number:	87697914	MOTOR EASE SHADES BY BUDGET BLINDS
Serial Number:	87649208	SIGNATURE BASICS BY BUDGET BLINDS
Serial Number:	87649218	SIGNATURE SELECT BY BUDGET BLINDS
Serial Number:	87673808	SIGNATURE SERIES BY BUDGET BLINDS
Serial Number:	87028414	SMART BLINDS BY BUDGET BLINDS
Serial Number:	87028382	SMART HOME BY BUDGET BLINDS
Serial Number:	87028394	SMART SHADES BY BUDGET BLINDS
Serial Number:	87028410	SMART WINDOW COVERINGS BY BUDGET BLINDS
Serial Number:	87421091	STYLE AND SERVICE FOR EVERY BUDGET.

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@kattenlaw.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	07/09/2018

Total Attachments: 6

source=10. Trademark Security Agreement (Budget Blinds) (Executed)#page1.tif
source=10. Trademark Security Agreement (Budget Blinds) (Executed)#page2.tif
source=10. Trademark Security Agreement (Budget Blinds) (Executed)#page3.tif
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TRADEMARK SECURITY AGREEMENT, dated as of July 9, 2018 (this "Agreement"), among Budget Blinds, LLC (the "Grantor") and Antares Capital LP, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of July 9, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among HOME FRANCHISE CONCEPTS MIDCO, LLC, a Delaware limited liability company ("Holdings"), HOME FRANCHISE CONCEPTS, LLC, a California limited liability company (the "Borrower"), the LENDERS party thereto and ANTARES CAPITAL LP, as Administrative Agent (the "Administrative Agent"), and (b) the Collateral Agreement, dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the trademarks and trademark applications, including the goodwill associated therewith, listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act but only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

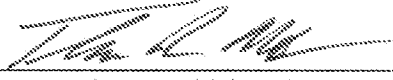
SECTION 4. Termination. Upon Payment in Full, the Security Interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. 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 contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


BUDGET BLINDS, LLC, as Grantor

By: 
Name: Thomas Hillebrandt
Title: Chief Financial Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006375 FRAME: 0853

ANTARES CAPITAL LP, as Administrative Agent

By: 

Name: Rich Davidson

Title: Its Duly Authorized Signatory

TRADEMARK COLLATERAL

Mark	Type	Status	Jurisdiction	SN/RN
B	Logo	Pending	US	87649230
B BUDGET BLINDS	Logo	Pending	US	87626864
B BUDGET BLINDS STYLE AND SERVICE FOR EVERY BUDGET	Logo	Pending	US	87685855
BB COMMERCIAL SOLUTIONS	Word	Registered	US	4444760
BB COMMERCIAL SOLUTIONS [Lateral logo]	Logo	Registered	US	4485900
BB COMMERCIAL SOLUTIONS [Stacked logo]	Logo	Registered	US	4592370
BUDGET BLINDS	Logo	Registered	US	2688527
BUDGET BLINDS	Word	Registered	US	1813191
B BUDGET BLINDS STYLE AND SERVICE FOR EVERY BUDGET	Logo	Pending	US	87626849
ENRICHED HOME BY BUDGET BLINDS	Logo	Pending	US	87780762
IB INSPIRED BLINDS	Logo	Registered	US	5388505
IBC INSPIRED BEDDING COLLECTION	Logo	Pending	US	87445864
ILLUSIONS	Word	Registered	US	3437368
INSPIRED DRAPES	Word	Registered	US	4393124
ID INSPIRED DRAPES	Logo	Registered	US	4318315
INSPIRED BEDDING COLLECTION	Word	Pending	US	87445824
INSPIRED BLINDS	Word	Pending	US	87446184
INSPIRED COLLECTION	Word	Pending	US	87403637
INSPIRED COLLECTION	Logo	Pending	US	87403669
INSPIRED SHADES	Word	Pending	US	87446172
INSPIRED SHADES COLLECTION	Word	Registered	US	5051415
INSPIRED WINDOW COVERINGS	Word	Pending	US	87784682
IS INSPIRED SHADES	Logo	Pending	US	87445875
LATOIR (Principal	Word	Registered	US	4688597

Mark	Type	Status	Jurisdiction	SN/RN
Register)				
LATOUR (Supplemental Register)	Word	Registered	US	3652810
MOTOR EASE SHADES BY BUDGET BLINDS	Logo	Pending	US	87697914
MOTOREASE SHADES BY BUDGET BLINDS	Word	Registered	US	5403343
SERVICE IS ALWAYS IN STYLE	Word	Registered	US	4577554
SIGNATURE BASICS BY BUDGET BLINDS	Logo	Pending	US	87649208
SIGNATURE SELECT BY BUDGET BLINDS	Logo	Pending	US	87649218
SIGNATURE SERIES	Word	Registered	US	3393775
SIGNATURE SERIES BY BUDGET BLINDS	Logo	Pending	US	87673808
SIGNATURE SERIES BY BUDGET BLINDS	Word	Registered	US	3431852
SIGNATURE BASICS	Word	Registered	US	5142869
SIGNATURE SELECT	Word	Registered	US	5142870
SMART BLINDS BY BUDGET BLINDS	Word	Pending	US	87028414
SMART HOME BY BUDGET BLINDS	Word	Pending	US	87028382
SMART SHADES BY BUDGET BLINDS	Word	Pending	US	87028394
SMART WINDOW COVERINGS BY BUDGET BLINDS	Word	Pending	US	87028410
STYLE AND SERVICE FOR EVERY BUDGET	Word	Pending	US	87421091