

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481644

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blick Art Materials, LLC		06/27/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn St., 22nd Floor, IL-1458		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1917283	ART GUILD	
Registration Number:	2726039	BLICK	
Registration Number:	2558928	BLICK STUDIO	
Registration Number:	3901695	ARTROOM AID	
Registration Number:	2616498	MASTERSTROKE	
Registration Number:	2129168	DICK BLICK ART MATERIALS	
Registration Number:	2129167		
Registration Number:	4252561	UTRECHT	
Registration Number:	2874879	STUDIO SERIES	
Registration Number:	2466111		
Registration Number:	2330580	SUPREME PROFESSIONAL QUALITY UTRECHT	
Registration Number:	2337034	UTRECHT	
Serial Number:	87686323	ARTISTS SERVING ARTISTS	
Registration Number:	4609121	BLICK	
Registration Number:	4601070	BLICK	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1075.230
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	07/12/2018

Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is dated as of June 27, 2018, by Blick Art Materials, LLC, a Delaware limited liability company (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as administrative agent ("Administrative Agent") for the Lenders (as defined in the Credit Agreement (as hereinafter defined)).

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement dated as of April 1, 2013 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, the other Loan Parties from time to time party thereto, Administrative Agent and the Lenders from time to time party thereto, Lenders have agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantor; and

WHEREAS, pursuant to the Credit Agreement, Grantor entered into that certain Pledge and Security Agreement dated as of April 1, 2013 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, the other Loan Parties from time to time party thereto, and Administrative Agent, pursuant to which Grantor granted to Administrative Agent, for its own benefit and for the benefit of the Lenders, among other things, a continuing security interest in certain of such Grantor's assets, including, without limitation, the Trademark Collateral (as defined below).

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

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Administrative Agent and grants to Administrative Agent, for its own benefit and for the benefit of Lenders, a Lien on and security interest in, all of such Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto,

including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

3. Cumulative Remedies. All of the rights and remedies of Administrative Agent under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

4. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of Administrative Agent and its successors and assigns.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall be one and the same instrument. Delivery by telecopy or electronic portable document format (*i.e.*, "pdf") transmission of executed signature pages hereof from one party hereto to another party hereto shall be deemed to constitute due execution and delivery by such party.

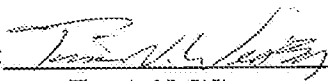
7. Amendment and Restatement. This Agreement amends and restates in its entirety that certain Trademark Security Agreement, dated as of January 10, 2014, effective as of December 28, 2013 (the "Original Agreement"), by Grantor in favor of Administrative Agent. The execution and delivery of this Agreement shall not constitute a termination, release or novation of the Original Agreement.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first above written.

GRANTOR:

BLICK ART MATERIALS, LLC, a
Delaware limited liability company

By: 
Name: Travis N. Wisner
Title: CFO and Secretary


AGREED AND ACCEPTED:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: Robert S. Sheppard
Name: Robert S. Sheppard
Title: Authorized Officer

SCHEDULE A
TRADEMARKS

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
ART GUILD & design 	74/503,043	Registered	1,917,283	9/05/95	Blick Art Materials, LLC
BLICK	78/975,035	Registered	2,726,039	6/10/03	Blick Art Materials, LLC
BLICK STUDIO	78/043,796	Registered	2,558,928	4/9/02	Blick Art Materials, LLC
ARTROOM AID	77/845,291	Registered	3,901,695	1/04/11	Blick Art Materials, LLC
MASTERSTROKE	76/040,903	Registered	2,616,498	9/10/02	Blick Art Materials, LLC
DICK BLICK ART MATERIALS	75/268,243	Registered	2,129,168	1/13/98	Blick Art Materials, LLC
	75/268,242	Registered	2,129,167	1/13/98	Blick Art Materials, LLC
UTRECHT & design 	85/430,395	Registered	4,252,561	12/4/12	Blick Art Materials, LLC
STUDIO SERIES	78/289,207	Registered	2,874,879	08/17/04	Blick Art Materials, LLC
	75/546,067	Registered	2,466,111	7/3/01	Blick Art Materials, LLC

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
SUPREME PROFESSIONAL QUALITY UTRECHT & design 	75/324,049	Registered	2,330,580	3/21/00	Blick Art Materials, LLC
UTRECHT	75/307,350	Registered	2,337,034	4/4/00	Blick Art Materials, LLC
ARTISTS SERVING ARTISTS	87/686,323	Pending Application filed 11/15/17	N/A	N/A	Blick Art Materials, LLC
BLICK	86187393	Registered	4609121	9/23/14	Blick Art Materials, LLC
BLICK	86187340	Registered	4601070	9/9/14	Blick Art Materials, LLC