

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM481925

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOME DYNAMIX, LLC		07/13/2018	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	PROSPECT CAPITAL CORPORATION		
Street Address:	10 EAST 40TH STREET		
Internal Address:	42ND FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 70			
Property Type	Number	Word Mark	
Registration Number:	2556469	HOME DYNAMIX	
Registration Number:	2400934	SOHOME	
Registration Number:	3252516	WOVEN DYNAMIX	
Registration Number:	4013831	COMFORT PRO MAT	
Registration Number:	4162276	CALM CHEF	
Registration Number:	4162275	COMFY POOCH	
Registration Number:	4162277	PREMIER KITCHEN	
Registration Number:	4246776	RELIEF MAT	
Registration Number:	4215411	SOOTHING STEP	
Registration Number:	4215466	KITCHEN RETREAT	
Registration Number:	4223377	COMFY NAP	
Registration Number:	4261008	INDULGENCE	
Registration Number:	4261074	DAY SPA	
Registration Number:	4272406	DIVINE STEP	
Registration Number:	4318756	GENTLE STEP	
Registration Number:	4318755	SENSATION STEP	
Registration Number:	4343947	RELAXED CHEF	
Registration Number:	4433364	TRANQUILITY STEP	
TRADEMARK			

CH \$1765.00 2556469

Property Type	Number	Word Mark
Registration Number:	4408447	COOK N COMFORT
Registration Number:	4544354	CLOUDWALK
Registration Number:	4368523	CLOUDWALK
Registration Number:	4368522	LUSTREWOOD
Registration Number:	4554297	HOME DYNAMIX
Registration Number:	4633120	FURRY FRIENDS
Registration Number:	4456608	COMFY POOCH
Registration Number:	4598125	BEDDING DYNAMIX
Registration Number:	4512358	LIVING DYNAMIX
Registration Number:	4598147	EGYPTIAN DYNAMIX
Registration Number:	4474646	CASUAL ELEGANCE
Registration Number:	4516387	LAURA HILL
Registration Number:	4466496	DESIGNER CHEF
Registration Number:	4609133	JILL MORGAN
Registration Number:	4796257	CLASSIC TRENDS
Registration Number:	4896203	AIR-FLO
Registration Number:	4823540	NEW YORK LOFT
Registration Number:	4823541	NOLITA LOFT
Registration Number:	4865978	SOHOME
Registration Number:	4862712	MICRO LUSH
Registration Number:	4929112	MODENA
Registration Number:	4859808	CHELSEA LOFT
Registration Number:	4859811	BERKELEY SQUARE
Registration Number:	4829276	ALL SEASON
Registration Number:	4957347	COMFY KITTY
Registration Number:	4966383	SLEEPOSOPHY
Registration Number:	4975131	SUPER SPONGE BATH MAT
Registration Number:	4966418	POLAR EXPRESSIONS
Registration Number:	5162111	BRUSH STROKE
Registration Number:	5346819	MICROBAMBOO
Registration Number:	5134616	LAURA HILL
Registration Number:	5079679	WHISK
Registration Number:	5079756	JILL MORGAN
Registration Number:	5297254	JAMIE LYNN
Registration Number:	5143291	CASUAL ELEGANCE
Registration Number:	5143292	SOHOME
Registration Number:	5143294	LAURA HILL
Registration Number:	5143313	MICRO LUSH

Property Type	Number	Word Mark
Registration Number:	5297792	SOFT STEP CHEF MAT
Registration Number:	5385398	HOME DYNAMIX. DESIGNED WITH YOU IN MIND
Registration Number:	4698644	SMARTDRY
Registration Number:	5514610	KIDS IMAGE
Registration Number:	5481947	SCENTSATIONS
Serial Number:	87839828	FEEL-AT-EASE
Serial Number:	87839862	CALM STEP
Serial Number:	87839905	SPA RETREAT
Serial Number:	87062730	CHAR-FUSED TECHNOLOGY
Serial Number:	87209666	ULTIMATE LUXURY
Serial Number:	87510717	MICRO PLUSH
Serial Number:	87510488	SMART DRY
Serial Number:	87599303	THERMA FLANNEL
Serial Number:	87599307	THERMA-LUSH

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 3105572900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	59297.053
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	07/16/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, extended, supplemented or otherwise modified, renewed or replaced from time to time, this “IP Security Agreement”) dated as of July 13, 2018 is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Prospect Capital Corporation, a Maryland corporation (“Prospect”), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

Introductory Statement

WHEREAS, pursuant to the Loan Agreement dated as of January 26, 2018 (as amended by that certain First Amendment to Loan Agreement dated as of July 13, 2018 and as may be further amended, restated, amended and restated, extended, supplemented or otherwise modified, renewed or replaced from time to time, the “Loan Agreement”) among TOWN & COUNTRY HOLDINGS, INC., a Delaware corporation (the “Borrower”), T&C BUYER, INC., a Delaware corporation (“Holdings”) and the other Guarantors referred to therein, the Lenders referred to therein, Prospect as administrative agent for the Lenders, and the Collateral Agent, the Lenders have agreed to make Term Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors are party to a Guaranty and Security Agreement dated as of January 26, 2018 (as supplemented by that certain Joinder and Assumption Agreement dated as of July 13, 2018 and as may be further amended, restated, amended and restated, extended, supplemented or otherwise modified, renewed or replaced from time to time, the “Guaranty and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this IP Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in IP Collateral. Each 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 of such Grantor, hereby pledges and collaterally assigns to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “IP Collateral”):

(a) all of its Trademarks, including those material United States federal Trademark applications and registrations referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests in the IP Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this IP Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This IP Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF

NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; and “Integration”, respectively) are hereby incorporated herein by reference, and shall apply to this IP Security Agreement *mutatis mutandis* as if fully set forth herein. This IP Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

HOME DYNAMIX, LLC, as Grantor

By: 

Name: Todd Ofenloch

Title: Vice President and Secretary

Schedule 1

Trademarks

Trademarks:

<u>Trademark</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Country</u>
HOME DYNAMIX	Home Dynamix, LLC	4/2/02	2556469	United States of America
SOHOME	Home Dynamix, LLC	10/31/00	2400934	United States of America
WOVEN DYNAMIX	Home Dynamix, LLC	6/12/07	3252516	United States of America
COMFORT PRO MAT	Home Dynamix, LLC	8/16/11	4013831	United States of America
CALM CHEF	Home Dynamix, LLC	6/19/12	4162276	United States of America
COMFY POOCH	Home Dynamix, LLC	6/19/12	4162275	United States of America
PREMIER KITCHEN	Home Dynamix, LLC	6/19/12	4162277	United States of America
RELIEF MAT	Home Dynamix, LLC	11/20/12	4246776	United States of America
SOOTHING STEP	Home Dynamix, LLC	9/25/12	4215411	United States of America
KITCHEN RETREAT	Home Dynamix, LLC	9/25/12	4215466	United States of America
COMFY NAP	Home Dynamix, LLC	10/9/12	4223377	United States of America
INDULGENCE	Home Dynamix, LLC	12/18/12	4261008	United States of America
DAY SPA	Home Dynamix, LLC	12/18/12	4261074	United States of America
DIVINE STEP	Home Dynamix, LLC	1/8/13	4272406	United States of America
GENTLE STEP	Home Dynamix, LLC	4/9/13	4318756	United States of America
SENSATION STEP	Home Dynamix, LLC	4/9/13	4318755	United States of America
RELAXED CHEF	Home Dynamix, LLC	5/28/13	4343947	United States of America
TRANQUILITY STEP	Home Dynamix, LLC	11/12/13	4433364	United States of America
COOK N COMFORT	Home Dynamix, LLC	9/24/13	4408447	United States of America
CLOUDWALK	Home Dynamix, LLC	6/3/14	4544354	United States of America
CLOUDWALK	Home Dynamix, LLC	7/16/13	4368523	United States of America
LUSTREWOOD	Home Dynamix, LLC	7/16/13	4368522	United States of America
HOME DYNAMIX (LOGO)	Home Dynamix, LLC	6/24/14	4554297	United States of America
FURRY FRIENDS	Home Dynamix, LLC	11/4/14	4633120	United States of America
COMFY POOCH	Home Dynamix, LLC	12/14/13	4456608	United States of America
BEDDING DYNAMIX	Home Dynamix, LLC	9/2/14	4598125	United States of America

<u>Trademark</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Country</u>
LIVING DYNAMIX	Home Dynamix, LLC	4/8/14	4512358	United States of America
EGYPTIAN DYNAMIX	Home Dynamix, LLC	9/2/14	4598147	United States of America
CASUAL ELEGANCE	Home Dynamix, LLC	1/28/14	4474646	United States of America
LAURA HILL	Home Dynamix, LLC	4/15/14	4516387	United States of America
DESIGNER CHEF	Home Dynamix, LLC	1/14/14	4466496	United States of America
JILL MORGAN	Home Dynamix, LLC	9/23/14	4609133	United States of America
CLASSIC TRENDS	Home Dynamix, LLC	8/18/14	4796257	United States of America
AIR-FLO	Home Dynamix, LLC	2/2/16	4896203	United States of America
NEW YORK LOFT	Home Dynamix, LLC	9/29/15	4823540	United States of America
NOLITA LOFT	Home Dynamix, LLC	9/29/15	4823541	United States of America
SOHOME	Home Dynamix, LLC	12/8/15	4865978	United States of America
MICRO LUSH	Home Dynamix, LLC	12/1/15	4862712	United States of America
MODENA	Home Dynamix, LLC	3/29/16	4929112	United States of America
CHELSEA LOFT	Home Dynamix, LLC	11/24/15	4859808	United States of America
BERKELEY SQUARE	Home Dynamix, LLC	11/24/15	4859811	United States of America
ALL SEASON	Home Dynamix, LLC	10/6/15	4829276	United States of America
COMFY KITTY	Home Dynamix, LLC	5/10/16	4957347	United States of America
SLEEPOSOPHY	Home Dynamix, LLC	5/24/16	4966383	United States of America
SUPER SPONGE BATH MAT	Home Dynamix, LLC	6/7/16	4975131	United States of America
POLAR EXPRESSIONS	Home Dynamix, LLC	5/24/16	4966418	United States of America
BRUSH STROKE	Home Dynamix, LLC	3/14/17	5162111	United States of America
MICROBAMBOO	Home Dynamix, LLC	11/28/17	5346819	United States of America
LAURA HILL	Home Dynamix, LLC	1/31/17	5134616	United States of America
WHISK	Home Dynamix, LLC	11/8/16	5079679	United States of America
JILL MORGAN	Home Dynamix, LLC	11/11/16	5079756	United States of America
JAMIE LYNN	Home Dynamix, LLC	9/26/17	5297254	United States of America
CASUAL ELEGANCE	Home Dynamix, LLC	2/14/17	5143291	United States of America
SOHOME	Home Dynamix, LLC	2/14/17	5143292	United States of America
LAURA HILL	Home Dynamix, LLC	2/14/17	5143294	United States of America
MICRO LUSH	Home Dynamix, LLC	2/14/17	5143313	United States of America
SOFT STEP CHEF MAT	Home Dynamix, LLC	9/26/17	5297792	United States of America
HOME DYNAMIX. DESIGNED WITH YOU IN MIND	Home Dynamix, LLC	1/23/18	5385398	United States of America
SMARTDRY (in Int'l Class 27 for "bath rugs")	Home Dynamix, LLC	03/10/15	4698644	United States of America
KIDS IMAGE	Home Dynamix, LLC	7/10/2018	5514610	United States of America
SCENTSATIONS	Home Dynamix, LLC	5/29/2018	5481947	United States of America

Trademark Applications:

<u>MARK</u>	<u>Owner</u>	<u>FILING DATE</u>	<u>SERIAL NO.</u>
FEEL-AT-EASE	Home Dynamix, LLC	3/19/18	87839828
CALM STEP	Home Dynamix, LLC	3/19/18	87839862
SPA RETREAT	Home Dynamix, LLC	3/19/18	87839905
CHAR-FUSED TECHNOLOGY	Home Dynamix, LLC	6/7/16	87062730
ULTIMATE LUXURY	Home Dynamix, LLC	10/20/16	87209666
FEEL-AT-EASE	Home Dynamix, LLC	3/19/18	87839828
CALM STEP	Home Dynamix, LLC	3/19/18	87839862
SPA RETREAT	Home Dynamix, LLC	3/19/18	87839905
MICRO PLUSH	Home Dynamix, LLC	6/29/17	87510717
SMART DRY	Home Dynamix, LLC	6/29/17	87510488
THERMA FLANNEL	Home Dynamix, LLC	9/7/17	87599303
THERMA-LUSH	Home Dynamix, LLC	9/7/17	87599307