

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merchsource, LLC		09/18/2018	Limited Liability Company: DELAWARE
Threesixty Brands Group LLC		09/18/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	wells fargo bank, N.A.		
Street Address:	2450 Colorado Ave.		
City:	santa monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	75395755	TRAVEL GEAR	
Serial Number:	86977014	WEMCO	
Serial Number:	87566332	SHARPER IMAGE	
Serial Number:	87560148	ZOLTAN THE GREAT	
Registration Number:	5452526	TURBO TUMBLER	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<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:	2128598000		
Email:	alana.rodriguez@friedfrank.com		
Correspondent Name:	Alana rodriguez		
Address Line 1:	1 new york plaza		
Address Line 4:	new York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	3043-5		
NAME OF SUBMITTER:	Alana Rodriguez		
SIGNATURE:	/alana rodriguez/		

CH \$140.00 75395755

DATE SIGNED:	09/27/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 18, 2018, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Wells Fargo Bank, N.A. (as successor-in-interest by assignment from General Electric Company), as administrative agent ("Wells Fargo"), (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

A. Pursuant to the Credit Agreement, dated as of October 1, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among 360 HOLDINGS III CORP., a Delaware corporation ("Topco Borrower"), MERCHSOURCE, LLC, a Delaware limited liability company ("MerchSource"), VORNADO AIR, LLC, a Delaware limited liability company ("Vornado") (Topco Borrower, MerchSource and Vornado are sometimes referred to herein collectively as "US Borrowers" and individually as a "US Borrower"), THREESIXTY SOURCING LIMITED, a company incorporated in Hong Kong with limited liability ("ThreeSixty") (ThreeSixty and the US Borrowers are sometimes referred to herein collectively as "Borrowers" and individually as a "Borrower") and each of the other entities listed on the signature pages thereto or that becomes a party thereto, the Lenders and Wells Fargo, as Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

B. Each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of October 1, 2015, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

C. All of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark 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 mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 “Trademark Collateral”):

all of its Trademarks providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, other than Excluded Property;

(a) all renewals and extensions of the foregoing;

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

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark 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.

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 its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark 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 Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MERCHSOURCE, LLC,
as Grantor

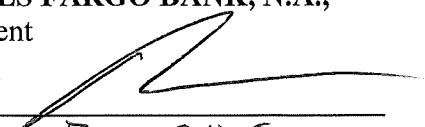
By: 
Name: Adam Gromfin
Title: Vice President

THREESIXTY BRANDS GROUP LLC,
as Grantor

By: 
Name: Adam Gromfin
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, N.A.,
as Agent

By: 
Name: Ben Culler
Title: Authorized Signatory


[Signature Page to Trademark Security Agreement - ABL]

TRADEMARK
REEL: 006445 FRAME: 0575

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Applications

1. NEWLY ACQUIRED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Country	App No	Filing Date	Reg No	Reg Date	Owner
	United States of America	75395755	25-Nov-1997	2224069	16-Feb-1999	MerchSource, LLC
WEMCO	United States of America	86977014	01-Jul-2014	4819928	22-Sep-2015	MerchSource, LLC

2. NEWLY FILED TRADEMARK APPLICATIONS

Trademark Name	Jurisdiction	Serial Number/Registration Number	Status	Owner
SHARPER IMAGE	US	87566332 08/11/2017	Pending	ThreeSixty Brands Group LLC
ZOLTAN THE GREAT	US	87/560,148 08/08/2017	Pending	ThreeSixty Brands Group LLC

2. NEWLY ISSUED TRADEMARKS

Trademark Name	Jurisdiction	Serial Number/Registration Number	Status	Owner
TURBO TUMBLER	US	5452526 09/19/2017	Registered	MerchSource, LLC