

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM492132

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|---|---|----------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| UMA ENTERPRISES HOLDINGS, INC. | | 08/24/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | THE HUNTINGTON NATIONAL BANK | | |
| Street Address: | 200 Public Square | | |
| City: | Cleveland | | |
| State/Country: | OHIO | | |
| Postal Code: | 44114 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4225403 | UMA | |
| Registration Number: | 4225406 | U | |
| Serial Number: | 86274325 | DECMODE COLLECTION | |
| Serial Number: | 86274214 | BM BRIMFIELD & MAY | |
| Serial Number: | 86225638 | DECO SEVENTY-NINE | |
| Serial Number: | 86204548 | C G COLE & GREY | |
| Serial Number: | 87647435 | UMA HOME DÉCOR | |
| Serial Number: | 87647440 | WHAT YOU WANT. WHEN YOU WANT IT. | |
| Serial Number: | 87758773 | ALCATRAZ | |
| Serial Number: | 87841579 | RIDGE ROAD DÉCOR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2163485474 | | |
| <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: | 216-348-5400 | | |
| Email: | ipmailbox@mcdonaldhopkins.com | | |
| Correspondent Name: | McDonald Hopkins LLC | | |
| Address Line 1: | 600 Superior Avenue, East, Suite 2100 | | |
| Address Line 4: | Cleveland, OHIO 44114-2653 | | |

OP \$265.00 4225403

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|---|-------------------|
| ATTORNEY DOCKET NUMBER: | 34659-00066 |
| NAME OF SUBMITTER: | Kimberly Hefner |
| SIGNATURE: | /Kimberly Hefner/ |
| DATE SIGNED: | 10/01/2018 |
| Total Attachments: 6 source=7601476#page1.tif source=7601476#page2.tif source=7601476#page3.tif source=7601476#page4.tif source=7601476#page5.tif source=7601476#page6.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of August 24, 2018, is made by and among UMA ENTERPRISES HOLDINGS, INC., a Delaware corporation (the “**Grantor**”) in favor of THE HUNTINGTON NATIONAL BANK (the “**Agent**”), a national banking association.

WHEREAS, the Grantor has entered into a Credit and Security Agreement dated as of the date hereof (the “**Loan Agreement**”), with the Agent, UMA Enterprises, Inc., UMA Enterprises Group Holdings, Inc., and the other Lenders thereto.

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to the Agent, for the benefit of itself and the other Lenders, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Agent, for the benefit of itself and the other Lenders, a security interest in and to all of the right, title, and interest to, and under the following (the “**IP Collateral**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, and the unregistered trademarks used by Grantor, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by the Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The

provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the IP Collateral are as provided by the Loan Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

UMA ENTERPRISES HOLDINGS, INC.,
a Delaware corporation


By:  _____

Name: Ira Starr

Title: Secretary

AGREED TO AND ACCEPTED:

THE HUNTINGTON NATIONAL BANK

By: 
Name: Dennis Hatvany
Title: Senior Vice President

SCHEDULE 1

Trademark Registrations

| Company or Subsidiary that is the Owner of the IP | Description of IP | Registration Date | Application or Registration Number |
|---|--------------------|-------------------|------------------------------------|
| UMA Enterprises Holdings, Inc. | UMA | October 16, 2012 | Reg. No. 4,225,403 |
| UMA Enterprises Holdings, Inc. | Stylized "U" | October 16, 2012 | Reg. No. 4,225,406 |
| UMA Enterprises Holdings, Inc. | DecMode Collection | N/A | 86274325 |
| UMA Enterprises Holdings, Inc. | bm Brimfield & May | N/A | 86274214 |
| UMA Enterprises Holdings, Inc. | Deco Seventy-Nine | N/A | 86225638 |
| UMA Enterprises Holdings, Inc. | C G Cole & Grey | N/A | 86204548 |

Trademark Applications

| Company or Subsidiary that is the Owner of the IP | Description of IP | Application Number |
|---|----------------------------------|--------------------|
| UMA Enterprises Holdings, Inc. | UMA HOME DÉCOR | 87/647435 |
| UMA Enterprises Holdings, Inc. | WHAT YOU WANT. WHEN YOU WANT IT. | 87/647440 |

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| UMA Enterprises Holdings, Inc. | ALCATRAZ | 87/758773 |
| UMA Enterprises Holdings, Inc. | WHAT YOU WANT. WHEN YOU WANT IT. | 1888281 |
| UMA Enterprises Holdings, Inc. | WHAT YOU WANT. WHEN YOU WANT IT | 2034780 |
| UMA Enterprises Holdings, Inc. | RIDGE ROAD DÉCOR | 87/841579 |
| UMA Enterprises Holdings, Inc. | UMA HOME DÉCOR | NOT ASSIGNED |
| UMA Enterprises Holdings, Inc. | UMA HOME DÉCOR | 2034776 |