

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM489078

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEW VIEW GIFTS & ACCESSORIES, LTD.		09/07/2018	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	1 South Broad Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4172368	BEST OF BREED	
Registration Number:	4422711	BEST OF BREED	
Registration Number:	4814940	COUNTRY DRINKING JAR	
Registration Number:	4598069	DOWN HOME COUNTRY DRINKWARE	
Registration Number:	4598068	DOWN HOME COUNTRY DRINKWARE	
Registration Number:	4183841	ECO STYLE	
Registration Number:	4183840	ECO STYLE	
Registration Number:	2685192	FRENCH MEMO BOARD	
Registration Number:	4115516	FRONT STREET	
Registration Number:	4210451	FRONT STREET	
Registration Number:	4268736	HAVEN	
Registration Number:	4580527	HAVEN	
Registration Number:	4580909	IV WALLS	
Registration Number:	5073723	PEG-IT	
Registration Number:	3392931	PRESENTING LIFE	
Registration Number:	1974630	PRINZ	
Registration Number:	2002944	PRINZ	
Registration Number:	2004306	PRINZ	
Registration Number:	5231194	PRINZ AT HOME	
TRADEMARK			

CH \$490.00 4172368

CORRESPONDENCE DATA**Fax Number:**

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.

Email: kansley@stradley.com
Correspondent Name: Kareem Ansley
Address Line 1: Stradley Ronon
Address Line 2: 100 Park Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	185535-0075
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NAME OF SUBMITTER:	Kareem Ansley
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SIGNATURE:	/Kareem Ansley/
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DATE SIGNED:	09/07/2018
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Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 7th day of September, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 7, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among **NEW VIEW GIFTS & ACCESSORIES, LTD.**, a Pennsylvania corporation (“New View Gifts”), those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (together with New View Gifts, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of September 7, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of

such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

a. all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

b. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

c. all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Grantors make no representation regarding any security interest granted in any Intellectual Property owned by any licensor, which is licensed to such Grantor. Each Grantor hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor and Agent agrees to use commercially reasonable efforts to notify Grantors of any such modification. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I or to notify the Grantor of any amendment to Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile

or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

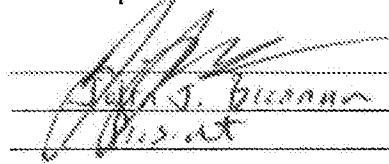
GRANTOR:

NEW VIEW GIFTS & ACCESSORIES, LTD.,
a Pennsylvania corporation

By: _____

Name: _____

Title: _____



Robert S. Gleason

President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 

Name: _____

Title: _____

Andrew S. Young
Authorized Signatory


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
New View Gifts & Accessories, LTD.	US	BEST OF BREED	4172368	July 10, 2012
New View Gifts & Accessories, LTD.	US	BEST OF BREED (expanded goods)	4422711	Oct. 22, 2013
New View Gifts & Accessories, LTD.	US	COUNTRY DRINKING JAR & Design	4814940	Sept. 15, 2015
New View Gifts & Accessories, LTD.	US	DOWN HOME COUNTRY DRINKWARE	4598069	Sept. 2, 2014
New View Gifts & Accessories, LTD.	US	DOWN HOME COUNTRY DRINKWARE & Design	4598068	Sept. 2, 2014
New View Gifts & Accessories, LTD.	US	ECO STYLE & Design ¹	4183841	July 31, 2012
New View Gifts & Accessories, LTD.	US	ECO STYLE ²	4183840	July 31, 2012
New View Gifts & Accessories, LTD.	US	FRENCH MEMO BOARD	2685192	Feb. 11, 2003
New View Gifts & Accessories, LTD.	US	FRONT STREET	4115516	Mar. 20, 2012
New View Gifts & Accessories, LTD.	US	FRONT STREET (stylized)	4210451	Sept. 18, 2012
New View Gifts &	US	HAVEN	4268736	Jan. 1, 2013

¹ This registration is listed as “live” within the USPTO’s records, however New View has chosen to abandon it. The due date for filing a Declaration of Use was 7/31/2018 and no such filing was made. It is anticipated that New View will receive a formal Notice of Abandonment within the next six months.

² As with the ‘841 registration, New View has elected to permit this registration to go abandoned through failure to submit a Declaration of Use by 7/31/2018. It is anticipated that New View will received a formal Notice of Abandonment within the next six months.

Accessories, LTD.				
New View Gifts & Accessories, LTD.	US	HAVEN (expanded goods)	4580527	Aug. 5, 2014
New View Gifts & Accessories, LTD.	US	IV WALLS	4580909	Aug. 5, 2014
New View Gifts & Accessories, LTD.	US	PEG-IT	5073723	Nov. 1, 2016
New View Gifts & Accessories, LTD.	US	PRESENTING LIFE	3392931	Mar. 4, 2008
New View Gifts & Accessories, LTD.	US	PRINZ	1974630	May 21, 1996
New View Gifts & Accessories, LTD.	US	PRINZ	2002944	Sept. 24, 1996
New View Gifts & Accessories, LTD.	US	PRINZ	2004306	Oct. 1, 1996
New View Gifts & Accessories, LTD.	US		5231194	June 27, 2017

Chinese Trademark Registrations

Trademark	Registration Number	Registration Date
FRONT STREET (Class 4)	8533265	Aug. 7, 2011
FRONT STREET (Class 11)	8533264	Aug. 7, 2011
FRONT STREET (Class 16)	8533263	Dec. 14, 2011
FRONT STREET (Class 20)	8533262	Dec. 14, 2011
FRONT STREET (Class 20)	8533261	Aug. 7, 2012

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Blue Moon Acquisition Corp.	US	BEAD BOUTIQUE ³	3465183	July 15, 2008
Blue Moon Acquisition Corp.	US	BEAD SHOP ⁴	3506816	Sept. 23, 2008
Blue Moon Acquisition Corp.	US	BLUE MOON	3585409	March 10, 2009
Blue Moon Acquisition Corp.	US	BLUE MOON BEADS	3614310	May 05 2009
Blue Moon Acquisition Corp.	US	BLUE MOON BEADS	3059867	Feb. 21, 2006
Blue Moon Acquisition Corp.	US	BLUE MOON BEADS SHOP	3222145	March 27, 2007
Blue Moon Acquisition Corp.	US	BLUE MOON JEWELRY	4267739	Jan. 01, 2013
Blue Moon Acquisition Corp.	US	BLUE MOON JEWELRY	4172391	Jul. 10, 2012
Blue Moon Acquisition Corp.	US	CREATIVITY INC.	2987837	Aug. 23, 2005
Blue Moon Acquisition Corp.	US	DCWV HOME	4191426	Aug. 14, 2012
Blue Moon Acquisition Corp.	US	DCWV INK	4156777	June 12, 2012
Blue Moon Acquisition Corp.	US	DCWVDECOR	4226704	Oct. 16, 2012
Blue Moon Acquisition Corp.	US	DOMESTIC BLISS DÉCOR ⁵	4277355	Jan. 15, 2013
Blue Moon Acquisition Corp.	US	FASHION A LA CARTE ⁶	4272963	Jan. 08, 2013

³ This registration is listed as “live” within the USPTO’s records. However, Blue Moon has chosen to abandon it. The due date for filing a renewal was July 15, 2018 and no such filing was made. It is anticipated that Blue Moon will receive a formal Notice of Abandonment within the next six months.

⁴ Blue Moon has decided to abandon this registration. No renewal will be filed prior to the September 23, 2018 deadline.

⁵ Blue Moon has elected to abandon this registration.

⁶ Blue Moon has elected to abandon this registration.

Blue Moon Acquisition Corp.	US	LET US ACCESSORIZE YOUR LIFE!	4199769	Aug. 28, 2012
Blue Moon Acquisition Corp.	US	MY LIFE MY WALL ⁷	4114369	March 20, 2012
Blue Moon Acquisition Corp.	US	ONCE IN A BLUE MOON	3649293	July 07, 2009
Blue Moon Acquisition Corp.	US	ONCE UPON A WALL ⁸	4114368	March 20, 2012
Blue Moon Acquisition Corp.	US	PRESSED PETALS ⁹	3453850	June 24, 2008
Blue Moon Acquisition Corp.	US	SHORT CUTS	4514456	April 15, 2014
Blue Moon Acquisition Corp.	US	STORY LOCKETS	4536150	May 27, 2014

Additional Trademark Licenses¹⁰

Grantor	Country	Mark	Application/Registration No.	App/Reg Date
Blue Moon Acquisition Corp.	Australia	BLUE MOON	1071081	August 19, 2005
Blue Moon Acquisition Corp.	Canada	BLUE MOON BEADS	TMA717891	July 4, 2008
Blue Moon Acquisition Corp.	Canada	BLUE MOON JEWELRY	TMA880421	June 19, 2014
Blue Moon Acquisition Corp.	Canada	CREATIVITY INC.	TMA630453	January 18, 2005
Blue Moon	Canada	SHORTCUTS	TMA916531	Oct. 6, 2015

⁷ This registration is listed as “live” within the USPTO’s records, however Blue Moon has chosen to abandon it. The due date for filing a Declaration of Use was March 20, 2018 and no such filing was made. It is anticipated that Blue Moon will receive a formal Notice of Abandonment within the next six months.

⁸ Blue Moon elected to abandon this registration by failing to file a Declaration of Use by March 20, 2018. It is anticipated that Blue Moon will receive a formal Notice of Abandonment within the next six months.

⁹ Blue Moon elected to abandon this registration by filing to file a renewal by June 24, 2018. It is anticipated that Blue Moon will receive a formal Notice of Abandonment within the next six months.

¹⁰ These registrations were included in the properties transferred from DCWV Acquisition Corporation to Blue Moon Acquisition Corp. as part of the June 22, 2017 Purchase Agreement; however, they were not specifically identified in the Exhibit to the Intellectual Property Assignment Agreement. As a result, Blue Moon is pursuing a confirmation of title through a Confirmatory Assignment.

Acquisition Corp.				
Blue Moon Acquisition Corp.	Canada	STORY LOCKETS	TMA946152	Aug. 15, 2016
Blue Moon Acquisition Corp.	China	MY LIFE MY WALL (class 014)	8325133	June 14, 2011
Blue Moon Acquisition Corp.	China	MY LIFE MY WALL (class 016)	8325132	June 14, 2011
Blue Moon Acquisition Corp.	China	MY LIFE MY WALL (class 020)	8325131	Aug. 14, 2011
Blue Moon Acquisition Corp.	China	ONCE UPON A WALL (class 014)	8325137	May 28, 2011
Blue Moon Acquisition Corp.	China	ONCE UPON A WALL (class 016)	8325136	June 14, 2011
Blue Moon Acquisition Corp.	China	ONCE UPON A WALL (class 020)	8325135	May 28, 2011
Blue Moon Acquisition Corp.	China	ONCE UPON A WALL (class 027)	8325134	July 28, 2011
Blue Moon Acquisition Corp.	European Community	ONCE UPON A WALL	009124728	May 21, 2010
Blue Moon Acquisition Corp.	European Community	SHORTCUTS	012166179	Sept. 24, 2013
Blue Moon Acquisition Corp.	Hong Kong	MY LIFE/MY WALL	301620963	May 24, 2010
Blue Moon Acquisition Corp.	Hong Kong	ONCE UPON A WALL	301620954	May 24, 2010
Blue Moon Acquisition Corp.	New Zealand	BLUE MOON	734500	May 10, 2013