

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506002

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE ECHO DESIGN GROUP, INC.		12/17/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	100 Park Avenue		
Internal Address:	3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 57			
Property Type	Number	Word Mark	
Serial Number:	88020495		
Serial Number:	88051835	SMART SCARF	
Serial Number:	88051857	EASY SNAP DUVET	
Serial Number:	87926185		
Serial Number:	87926175		
Serial Number:	87732375	COLORPLAY	
Serial Number:	87630888	COLORPLAY	
Serial Number:	87630847	COLORPLAY	
Serial Number:	87630801	COLORPLAY	
Serial Number:	87876512	ECHO23NYC	
Serial Number:	87091322	VERSATIE	
Serial Number:	87732402	COLORPLAY	
Serial Number:	87732389	COLORPLAY	
Serial Number:	86446266		
Serial Number:	86444231		
Serial Number:	86592488	ECHO	
Serial Number:	86051747	ECHODESIGN	
Serial Number:	86016308	E	
TRADEMARK			

OP \$1440.00 88020495

Property Type	Number	Word Mark
Serial Number:	85087631	ECHO
Serial Number:	85085257	ECHO
Serial Number:	85960290	ECHO
Serial Number:	85712176	CLEARLY COOL
Serial Number:	85979637	CLUB 7 SIGNATURE
Serial Number:	85668392	ECHODESIGN
Serial Number:	85498392	ECHO TEXT
Serial Number:	85498385	ECHO TOUCH WARMERS
Serial Number:	85482857	ECHO WARMERS
Serial Number:	85282228	TOUCH&GO
Serial Number:	85170363	COLOR TOUCH
Serial Number:	78879719	ECHO
Serial Number:	78235372	ECHO
Serial Number:	78235430	ECHO
Serial Number:	78186432	ECHO
Serial Number:	78235346	ECHO
Serial Number:	78235415	ECHO
Serial Number:	78235410	ECHO
Serial Number:	78235420	ECHO
Serial Number:	77921470	ECHODESIGN
Serial Number:	77719807	ECHO TOUCH
Serial Number:	77983488	COLORPLAY
Serial Number:	77917604	COLORPLAY
Serial Number:	77078306	MSOFT
Serial Number:	75976144	ECHO
Serial Number:	75654255	ECHO
Serial Number:	75488951	ECHO WOMAN & MAN & HOME
Serial Number:	75422278	ECHO SOFT
Serial Number:	74594567	ECHO
Serial Number:	74594566	ECHO
Serial Number:	74158398	ECHO
Serial Number:	73779996	RUNWAY
Serial Number:	73588825	SIGNATURE ECHO
Serial Number:	73588824	CLUB 7 ECHO
Serial Number:	73539065	ECHO
Serial Number:	73284808	ECHO
Serial Number:	71670197	ECHO ORIGINATIONS
Serial Number:	72198777	TRAVELAIRE

Property Type	Number	Word Mark
Serial Number:	71553860	ECHO

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: James.Murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Robin Riley
SIGNATURE:	/Robin Riley/
DATE SIGNED:	01/15/2019

Total Attachments: 7

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

THE ECHO DESIGN GROUP, INC.

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: NY

Execution Date(s): December 17, 2018

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: 100 Park Avenue, 3rd Floor

City: New York

State: NY

Country: USA

Zip: 10017

Association Citizenship:

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other Citizenship: USA

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: **Trademark Security Agreement**
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule 1

B. Trademark Registration No.(s) See Attached Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Robin Riley

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-905-3705

Fax Number:

Email Address: rriley@otterbourg.com

6. Total number of applications and registrations involved: 57

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

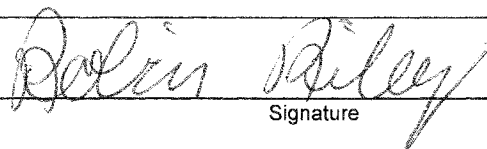
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number
Authorized User Name:

9. Signature:


Signature

Robin Riley
Name of Person Signing

December 26, 2018

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of December 17, 2018, is made by **THE ECHO DESIGN GROUP, INC.**, a corporation organized under the laws of the State of New York ("Grantor") in favor of **WELLS FARGO BANK NATIONAL ASSOCIATION** ("Lender"), and is being delivered in connection with that certain Credit Agreement, dated of even date herewith (as amended or modified from time to time, the "Credit Agreement"), by and between Grantor and Lender.

WHEREAS, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, pursuant to that certain Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Security Agreement") as security for Grantor's obligations arising under the Credit Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Lender as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant of Security. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of 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, misappropriation, violation, dilution, 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.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Credit Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Trademark 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 Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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

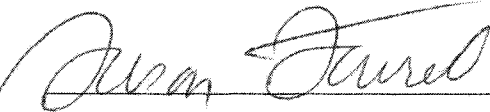
7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by,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

8. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Credit Agreement.

[Signature page follows]

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

THE ECHO DESIGN GROUP, INC., as
Grantor

By: 
Name: Susan Farrell
Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Lender

By: _____
Name: Robert J. Ostrowe
Title: Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 006525 FRAME: 0360

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

THE ECHO DESIGN GROUP, INC., as
Grantor

By: _____

Name: Susan Farrell

Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Lender

By:



Name: Robert J. Ostrowe

Title: Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 006525 FRAME: 0361

SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS

Serial Number	Reg. Number	Word Mark
88020495		
88051835		SMART SCARF
88051857		EASY SNAP DUVET
87926185		
87926175		
87732375		COLORPLAY
87630888		COLORPLAY
87630847		COLORPLAY
87630801		COLORPLAY
87876512		ECHO23NYC
87091322	5541561	VERSATIE
87732402		COLORPLAY
87732389		COLORPLAY
86446266	5601519	
86444231	5541241	
86592488	4855258	ECHO
86051747	4732348	ECHODESIGN
86016308	4485250	E
85087631	4001238	ECHO
85085257	4001225	ECHO
85960290	5237335	ECHO
85712176	4511575	CLEARLY COOL
85979637	4401813	CLUB 7 SIGNATURE
85668392	4389367	ECHODESIGN
85498392	4299142	ECHO TEXT
85498385	4302482	ECHO TOUCH WARMERS
85482857	4302410	ECHO WARMERS
85282228	4280304	TOUCH&GO
85170363	4206646	COLOR TOUCH
78879719	4195048	ECHO
78235372	3344954	ECHO
78235430	4136004	ECHO
78186432	3323796	ECHO
78235346	3946022	ECHO
78235415	3600069	ECHO
78235410	3506354	ECHO

Serial Number	Reg. Number	Word Mark
78235420	3532354	ECHO
77921470	4132313	ECHODESIGN
77719807	3832753	ECHO TOUCH
77983488	4365033	COLORPLAY
77917604	4418830	COLORPLAY
77078306	3873688	MSOFT
75976144	2080360	ECHO
75654255	2646159	ECHO
75488951	2334474	ECHO WOMAN & MAN & HOME
75422278	2255183	ECHO SOFT
74594567	2016227	ECHO
74594566	2051802	ECHO
74158398	1835887	ECHO
73779996	1559982	RUNWAY
73588825	1422953	SIGNATURE ECHO
73588824	1422006	CLUB 7 ECHO
73539065	1382222	ECHO
73284808	1184921	ECHO
71670197	0634072	ECHO ORIGINATIONS
72198777	0789091	TRAVELAIRE
71553860	0524118	ECHO