

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512092

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Shade Store, LLC		02/28/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Serial Number:	87957123	THE SHADE STORE	
Serial Number:	77351371	THE SHADE STORE	
Serial Number:	77351682	THE SHADE STORE	
Serial Number:	85481242	THE SHADE STORE	
Serial Number:	78626316	THE SHADE STORE	
Serial Number:	78609624	THE SHADE STORE	
Serial Number:	87134491	THE SHADE STORE	
Serial Number:	87134488	THE SHADE STORE	
Serial Number:	87827630	THE SHADE STORE	
Serial Number:	77049603	CUSTOM MADE SIMPLE	
Serial Number:	85481236	CUSTOM MADE SIMPLE	
Serial Number:	87954084	THE BED STORE	
Serial Number:	85193931	THE BED STORE	
Serial Number:	85193955	THE SOFA STORE	
Serial Number:	87954098	THE SOFA STORE	
Serial Number:	87954111	THE FURNITURE STORE	
Serial Number:	87954125	THE ART STORE	
Serial Number:	87954136	THE SURFACE STORE	
Serial Number:	87954147	THE HOME STORES	

CH \$1040.00 87957123

Property Type	Number	Word Mark
Serial Number:	87954154	CUSTOM MADE SIMPLE
Serial Number:	85180003	PRETTY SIMPLE
Serial Number:	85536345	MEASURING MADE SIMPLE
Serial Number:	86925633	PRETTY SIMPLE
Serial Number:	87288968	MOTORIZATION MADE SIMPLE
Serial Number:	87812714	MEASURE & INSTALL MADE SIMPLE
Serial Number:	85180055	WHAT'S ON YOUR WINDOWS?
Serial Number:	85961508	CHANGE YOUR VIEW
Serial Number:	86301150	FROM OUR WORKROOM TO YOUR WINDOW
Serial Number:	86569054	BRING YOUR STYLE INTO VIEW
Serial Number:	86691276	YOUR VIEW IS ABOUT TO CHANGE
Serial Number:	86717784	GUILTY PLEASURES MADE POSSIBLE BY THE SH
Serial Number:	86698748	BEHIND THE CURTAIN
Serial Number:	86771732	WINDOW DÉCOR TO FIT ANY STYLE
Serial Number:	86954107	SOHO SHADE COMPANY
Serial Number:	87492232	BEAUTIFUL IN EVERY SHADE
Serial Number:	87474866	ALL THE VIEWS FIT TO COVER
Serial Number:	87836941	EVERY SHADE IS BEAUTIFUL
Serial Number:	87853678	EVERY SHADE IS BEAUTIFUL
Serial Number:	86983404	GLOWE BY THE SHADE STORE
Serial Number:	87370367	GLOWE
Serial Number:	87370384	GLOWE

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: Brooke L. Fischer

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	46015-013
NAME OF SUBMITTER:	Brooke L. Fischer
SIGNATURE:	/Brooke L. Fischer/
DATE SIGNED:	02/28/2019

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of February 28, 2019, is made by The Shade Store, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of JEFFERIES FINANCE LLC, as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of February 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under its registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); *provided* that “Trademark Collateral” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

THE SHADE STORE, LLC

By: _____

Name: Gerald Bennett

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

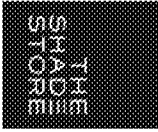
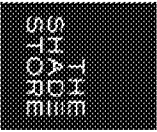
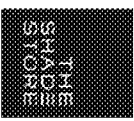
TRADEMARK
REEL: 006577 FRAME: 0309

Accepted and Agreed:

JEFFERIES FINANCE LLC, as Collateral Agent


By: 
Name: E. Joseph Hess
Title: Managing Director

SCHEDULE A

<u>Owner</u>	<u>Mark</u>	<u>Serial Number / Registration Number</u>	<u>Filing Date</u>
The Shade Store, LLC	THE SHADE STORE	87/957,123	6/11/2018
The Shade Store, LLC	THE SHADE STORE	77/351,371 3,559,896	12/13/2007
The Shade Store, LLC		77/351,682 3,559,897	12/13/2007
The Shade Store, LLC		85/481,242 4,178,868	11/28/2011
The Shade Store, LLC	 Supplemental Register	78/626,316 3,102,453	5/10/2005
The Shade Store, LLC	THE SHADE STORE Supplemental Register	78/609,624 3,102,449	4/15/2005

Owner	Mark	Serial Number / Registration Number	Filing Date
The Shade Store, LLC	THE SHADE STORE	87/134,491 5,175,583	8/10/2016
The Shade Store, LLC		87/134,488 5,175,582	8/10/2016
The Shade Store, LLC	THE SHADE STORE	87/827,630 5,629,759	3/9/2018
The Shade Store, LLC	CUSTOM MADE SIMPLE	77/049,603 3,313,329	11/22/2006
The Shade Store, LLC	CUSTOM MADE SIMPLE	85/481,236 4,741,513	11/28/2011
The Shade Store, LLC		87/954,084	6/8/2018
The Shade Store, LLC		85/193,931 4,696,139	12/9/2010
The Shade Store, LLC		85/193,955 4,696,140	12/9/2010
The Shade Store, LLC	The SOFA STORE	87/954,098	6/8/2018
The Shade Store, LLC	THE FURNITURE STORE	87/954,111	6/8/2018

Owner	Mark	Serial Number / Registration Number	Filing Date
The Shade Store, LLC	THE ART STORE	87/954,125	6/8/2018
The Shade Store, LLC	THE SURFACE STORE	87/954,136	6/8/2018
The Shade Store, LLC	THE HOME STORES	87/954,147	6/8/2018
The Shade Store, LLC	CUSTOM MADE SIMPLE	87/954,154	6/8/2018
The Shade Store, LLC	PRETTY SIMPLE	85/180,003 3,981,588	11/18/2010
The Shade Store, LLC	MEASURING MADE SIMPLE	85/536,345 4,415,482	2/7/2012
The Shade Store, LLC	PRETTY SIMPLE	86/925,633 5,459,538	3/2/2016
The Shade Store, LLC	MOTORIZATION MADE SIMPLE	87/288,968 5,592,889	1/4/2017
The Shade Store, LLC	MEASURE & INSTALL MADE SIMPLE	87/812,714 5,575,556	2/27/2018
The Shade Store, LLC	WHAT'S ON YOUR WINDOWS?	85/180,055 3,981,591	11/18/2010
The Shade Store, LLC	CHANGE YOUR VIEW	85/961,508 5,054,932	6/17/2013
The Shade Store, LLC	FROM OUR WORKROOM TO YOUR WINDOW	86/301,150 4,951,983	6/5/2014
The Shade Store, LLC	BRING YOUR STYLE INTO VIEW	86/569,054 5,023,411	3/19/2015
The Shade Store, LLC	YOUR VIEW IS ABOUT TO CHANGE	86/691,276 4,893,114	7/13/2015
The Shade Store, LLC	GUILTY PLEASURES MADE POSSIBLE BY THE SHADE STORE	86/717,784 5,360,394	8/7/2015
The Shade Store, LLC	BEHIND THE CURTAIN	86/698,748	7/20/2015

Owner	Mark	Serial Number / Registration Number	Filing Date
The Shade Store, LLC	WINDOW DÉCOR TO FIT ANY STYLE	5,360,383 86/771,732 5,387,137	9/29/2015
The Shade Store, LLC	SOHO SHADE COMPANY	86/954,107 5,592,007	3/26/2016
The Shade Store, LLC	BEAUTIFUL IN EVERY SHADE	87/492,232 5,551,933	6/16/2017
The Shade Store, LLC	ALL THE VIEWS FIT TO COVER	87/474,866 5,551,869	6/5/2017
The Shade Store, LLC	EVERY SHADE IS BEAUTIFUL	87/836,941 5,575,894	3/16/2018
The Shade Store, LLC	EVERY SHADE IS BEAUTIFUL	87/853,678 5,575,916	3/28/2018
The Shade Store, LLC	GLOWE BY THE SHADE STORE	86/983,404 5,365,684	12/8/2015
The Shade Store, LLC	GLOWE	87/370,367	3/14/2017
The Shade Store, LLC	GLOW 	87/370,384	3/14/2017