

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528002

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pier 1 Services Company		06/12/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main St., 14 Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	Bank: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5752356	THIS IS ME	
Registration Number:	5440047	TRADE PERKS	
Registration Number:	5126990	COCONUT ISLES	
Registration Number:	5016796	ENCHANTED PARADISE	
Registration Number:	5016800	SEA AIR	
Registration Number:	5016773	PARK AVENUE PUPPIES	
Registration Number:	4955445	PIER 1 IMPORTS	
Registration Number:	4812270	SQUAREASAN	
Registration Number:	4937657	PUPASAN	
Registration Number:	4652927	GINGER PEACH	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		

OP \$265.00 5752356

ATTORNEY DOCKET NUMBER:	1096427 TM
NAME OF SUBMITTER:	Maria Morales
SIGNATURE:	/Maria Morales/
DATE SIGNED:	06/17/2019

Total Attachments: 5

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**SUPPLEMENT TO CONFIRMATORY GRANT OF SECURITY INTEREST IN
U.S. TRADEMARKS**

This SUPPLEMENT TO CONFIRMATORY GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Confirmatory Grant*”) dated June 12, 2019, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Bank of America, N.A., as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Term Loan Credit Agreement, dated as of April 30, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “*Credit Agreement*”), among Pier 1 Imports (U.S.), Inc., Pier 1 Imports, Inc., the Lenders party thereto from time to time and Bank of America, N.A., as Administrative Agent and Collateral Agent, (ii) each Secured Hedge Agreement and (iii) each Secured Cash Management Agreement. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Secured Cash Management Agreements, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or Secured Cash Management Agreements, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Secured Cash Management Agreements, each Grantor has executed and delivered that certain Term Loan Security Agreement dated April 30, 2014, made by the Grantors to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Confirmatory Grant for recording with the U.S. Patent and Trademark Office and other governmental authorities.

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

SECTION 1. Terms. Terms defined in the Credit Agreement and/or Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or Security Agreement, as applicable.

SECTION 2. Grant of Security. Each Grantor hereby ratifies and affirms the Security Interest granted to the Collateral Agent in the Security Agreement and hereby further grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing

security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Secured Obligations. The grant of a security interest in the Trademarks by each Grantor under this Confirmatory Grant is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Confirmatory Grant.

SECTION 5. Execution in Counterparts. This Confirmatory Grant 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.

SECTION 6. Security Agreement. This Confirmatory Grant has been entered into in conjunction with the provisions of the Security Agreement. Each 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 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.


SECTION 7. Governing Law. THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

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IN WITNESS WHEREOF, the undersigned have executed this Supplement to Confirmatory Grant of Security Interest in U.S. Trademarks as of the date first above written.

PIER 1 SERVICES COMPANY, Grantor

By: Pier 1 Holdings, Inc., Managing Trustee

By: 
Name: Robert Boston
Title: SVP Chief Legal
and Compliance Officer

IN WITNESS WHEREOF, the undersigned have executed this Supplement to Confirmatory Grant of Security Interest in U.S. Trademarks as of the date first above written.

PIER 1 SERVICES COMPANY, Grantor

By: _____
Name: _____
Title: _____

BANK OF AMERICA, N.A. as Collateral Agent and Grantee

By:  _____
Name: Erik M. Truette
Title: Vice President

SCHEDULE A

Trademark Registrations and Applications

Mark	App. No./ App. Date	Reg. No./ Reg. Date
THIS IS ME	87729047 20-DEC-2017	5752356 14-MAY-2019
TRADE PERKS	87416707 19-APR-2017	5440047 03-APR-2018
COCONUT ISLES	86842210 08-DEC-2015	5126990 24-JAN-2017
ENCHANTED PARADISE	86842299 08-DEC-2015	5016796 09-AUG-2016
SEA AIR	86842358 08-DEC-2015	5016800 09-AUG-2016
PARK AVENUE PUPPIES	86841482 07-DEC-2015	5016773 09-AUG-2016
PIER 1 IMPORTS 	86734803 24-AUG-2015	4955445 10-MAY-2016
SQUAREASAN	86530608 10-FEB-2015	4812270 15-SEP-2015
PUPASAN	86440278 30-OCT-2014	4937657 12-APR-2016
GINGER PEACH	86286630 20-MAY-2014	4652927 09-DEC-2014