

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM545054

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION OF TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GARRISON LOAN AGENCY SERVICES LLC		10/11/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UNIVERSITY FURNISHINGS, L.P.		
<b>Street Address:</b>	2149 S. Jupiter Road		
<b>City:</b>	Garland		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75041		
<b>Entity Type:</b>	Limited Partnership: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5002032	L THE LIVING COMPANY	
<b>Registration Number:</b>	4531793	UNIVERSITY FURNISHINGS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>			
<b>Phone:</b>	212.310.8000		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	H.T. Flanagan		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	H.T. Flanagan-58431.0070		
<b>NAME OF SUBMITTER:</b>	H.T. Flanagan		
<b>SIGNATURE:</b>	/H.T. Flanagan/		
<b>DATE SIGNED:</b>	10/14/2019		
<b>Total Attachments: 4</b>			
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source=Project Waterfall - University Furnishings Payoff Letter - Garrison  
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## TERMINATION OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION OF TRADEMARK SECURITY AGREEMENT**, dated as of October 11, 2019 (this "Termination"), is made by GARRISON LOAN AGENCY SERVICES LLC, in its capacity as agent for the Lenders (as defined in the A&R Loan Agreement (as defined below)) (in such capacity, the "Agent"), in favor of UNIVERSITY FURNISHINGS, L.P., a Texas limited liability company (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the A&R Loan Agreement or the Trademark Security Agreement (each as defined below), as applicable.

**WHEREAS**, pursuant to that certain Revolving Credit, Term Loan, Guaranty and Security Agreement, dated as of December 17, 2015 (the "Original Loan Agreement"), by and among The Living Company Holdings, LLC, a Delaware limited liability company ("Holdings"), the Grantor, any other borrowers party thereto from time to time, certain subsidiaries of Holdings party thereto as guarantors, PNC Bank, National Association ("PNC"), as a revolving lender and as a term loan lender, the other lenders party thereto, PNC, as agent for the lenders, and the Agent, as agent for the term loan B lenders, the lenders made loans for the benefit of Borrowers;

**WHEREAS**, pursuant to the Original Loan Agreement, the Grantor, executed and delivered to PNC, for the benefit of the secured parties party to the Original Loan Agreement, that certain Trademark Security Agreement, dated as of December 17, 2015, and recorded with the United States Patent and Trademark Office at Reel/Frame number 5691/0876 (the "Trademark Security Agreement");

**WHEREAS**, the Grantor, pursuant to the Trademark Security Agreement, granted to PNC, for the benefit of the secured parties party to the Original Loan Agreement, a security interest in all of its rights, titles and interests in, to and under the Trademark Collateral (as defined therein), including, without limitation, such Trademark Collateral listed on Exhibit A attached hereto;

**WHEREAS**, in connection with that certain Amended and Restated Revolving Credit, Term Loan, Guaranty and Security Agreement, dated as of October 13, 2017 (as amended, restated and/or otherwise modified from time to time, the "A&R Loan Agreement"), by and among Holdings, Grantor (Grantor, together with any other entity joined thereto as a borrower from time to time, collectively, the "Borrowers", and each, a "Borrower"), certain subsidiaries of Holdings party thereto as Guarantors, other lenders party thereto (collectively, the "Lenders" and each, individually, a "Lender") and the Agent, as agent for the Lenders, and pursuant to a certain letter agreement providing for payoff of certain obligations and assignment of agency, dated as of October 13, 2017, PNC, in its capacity as agent for the lenders party to the Original Loan Agreement, assigned to the Agent all of its rights, responsibilities, duties and obligations as administrative agent and collateral agent under the Original Loan Agreement;

**WHEREAS**, pursuant to that certain Assignment of Trademark Security Agreement, dated as of October 13, 2017, PNC, in its capacity as agent for the lenders party to the Original Loan Agreement, assigned to the Agent, all of PNC's right, title and interest in, to and under the Trademark Security Agreement and all intellectual property covered or proposed to be covered thereby; and

**WHEREAS**, the Agent has agreed to terminate and release its security interest in all of the Trademark Collateral, including, without limitation, the Trademarks identified on Exhibit A attached hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. The Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases any and all mortgages, liens, and security interests that it has in, to and under the Trademark Collateral, including, without limitation, the Trademarks identified on Exhibit A attached hereto.

2. Authorization to Record. The Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Termination.

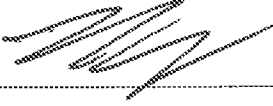
3. Further Assurances. The Agent shall take all further actions, and provide to the Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Termination, all at the sole expense of the Grantor.

4. Governing Law. This Termination shall be governed by, and construed and enforced in accordance with, the law of the State of New York.

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**IN WITNESS WHEREOF**, the Agent has caused this Termination of Trademark Security Agreement to be duly executed as of the date first set forth above.

**GARRISON LOAN AGENCY SERVICES LLC,**  
as Agent


By:  \_\_\_\_\_

Name:

Its:

Matthew J Lambert  
Vice President

**EXHIBIT A**

Trademark/Design	Jurisdiction	Status	App. Number	Reg. Number	Filing Date	Reg. Date	Owner
L. The Living Company and  Design	U.S. Federal	Reg.	86795865	5002032	22-Oct- 2015	19- July- 2016	University Furnishings, L.P.
UNIVERSITY FURNISHINGS	U.S. Federal	Reg.	85846055	4531793	11-Feb- 2013	20- May- 2014	University Furnishings, L.P.