

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545940

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FACTORY CONNECTION, LLC		10/18/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	One Boston Place, 18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3180857	FC	
Registration Number:	4045375	ACCESSORY CONNECTION	
Registration Number:	4107832	FACTORY CONNECTION	
Registration Number:	4127948	THE BRANDS YOU LOVE FOR LESS	
Registration Number:	4256810	SAND MOUNTAIN OUTFITTERS	
Registration Number:	4794316	THE LOOKS YOU LOVE FOR LESS	
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		
ATTORNEY DOCKET NUMBER:	1143162 TM		
NAME OF SUBMITTER:	Janet Wamsley		
SIGNATURE:	/Janet Wamsley/		

OP \$165.00 3180857

DATE SIGNED:	10/21/2019
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 18th day of October, 2019, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually a "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION (together with its successors and assigns, "Wells Fargo").

W I T N E S S E T H:

WHEREAS, reference is made to that certain Credit Agreement dated as of February 28, 2011 (as amended (including pursuant to the Fifth Amendment referred to below), restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by, among others, the Grantors and Wells Fargo;

WHEREAS, reference is further made to that certain Security Agreement dated of February 28, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), by and among the Grantors and Wells Fargo, pursuant to which, among other things, the Grantors granted a security interest in favor of Wells Fargo in the Trademark Collateral (as defined below);

WHEREAS, the Grantors and Wells Fargo are amending certain terms of the Credit Agreement pursuant to that certain Fifth Amendment to Credit Agreement dated as of even date (the "Fifth Amendment"); and

WHEREAS, it is (i) a condition precedent to the effectiveness of the Fifth Amendment and Wells Fargo's continuing to make certain financial accommodations available to Borrower pursuant to the terms and conditions of the Credit Agreement, and (ii) a requirement of the Security Agreement, that the Grantors execute and deliver to Wells Fargo 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Wells Fargo a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (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 hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds 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 Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all 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 Obligations and would be owed by the Grantors, or any of them, to Wells Fargo, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT; EXISTING TRADEMARK SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Wells Fargo pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Wells Fargo with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Each Grantor further acknowledges and agrees that nothing herein shall be deemed to derogate from any term of that certain Trademark Security Agreement dated as of February 28, 2011 (the "Existing Trademark Security Agreement"), which Existing Trademark Security Agreement remains in full force and effect as of the date hereof.

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. The Grantors shall give prompt notice in writing to Wells Fargo with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantors' obligations under this Section, the Grantors hereby authorize Wells Fargo unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of the Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Wells Fargo's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate

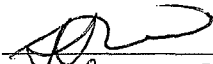
counterparts shall together constitute but one and the same instrument in proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Products that, at such time, are allowed by Wells Fargo to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

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

FACTORY CONNECTION, LLC

By: 
Name: Steve Williams
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: Chanda Ruff
Name: Chanda Ruff
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Factory Connection, LLC	United States	FC & Design	3180857	12/05/2006
Factory Connection, LLC	United States	Accessory Connection	4045375	10/25/2011
Factory Connection, LLC	United States	Factory Connection	4107832	3/6/2012
Factory Connection, LLC	United States	The Brands You Love For Less	4127948	4/17/2012
Factory Connection, LLC	United States	Sand Mountain Outfitters	4256810	12/11/2012
Factory Connection, LLC	United States	The Looks You Love For Less	4794316	8/18/2015

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None

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