

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Christmas Products, LLC		11/15/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	350 South Grand Avenue		
Internal Address:	Suite 3850		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	3185533	A FAMILY COMPANY WITH ROOTS 3 GENERATION	
Registration Number:	4839903	BAYBERRY	
Registration Number:	5717827	COSMIC LIGHTS	
Registration Number:	5321150	CRESTWOOD	
Registration Number:	2484379		
Registration Number:	5326065	DOWNSWEPT DOUGLAS	
Registration Number:	4733429	DUAL COLOR	
Serial Number:	88660505	DUAL COLOR	
Registration Number:	5548227	DUNHILL	
Registration Number:	4748103	DUNHILL FIR	
Registration Number:	3629028	FEEL REAL	
Serial Number:	88660537	FEEL REAL	
Registration Number:	3153999	FORESTREE	
Registration Number:	5289352	GLITTERY BRISTLE	
Registration Number:	3229619	GOOD ENOUGH TO FOOL SANTA	
Registration Number:	5229524	INFINITY LIGHTS	
Registration Number:	3077776	INSTABLOCK	
Registration Number:	5294540	KINGSWOOD	
TRADEMARK			

CH \$815.00 3185533

Property Type	Number	Word Mark
Registration Number:	4989282	LIGHT PARADE
Registration Number:	4084559	MEMORY-SHAPE
Registration Number:	4860743	MUSIC MATCH
Serial Number:	88545456	NATIONAL LUGGAGE COMPANY
Serial Number:	88240767	NATIONAL OUTDOOR LIVING
Serial Number:	88371265	NATIONAL TRAVEL SAFE
Registration Number:	2475045	NATIONAL TREE COMPANY
Registration Number:	5326107	NEWBERRY
Registration Number:	5499712	NORDIC SPRUCE
Registration Number:	5321151	NORTH VALLEY
Registration Number:	3171958	OPTICLITES
Registration Number:	3547327	READY-LIT
Registration Number:	5664129	TRICKY TRUNKS
Registration Number:	5294541	WINTRY PINE

CORRESPONDENCE DATA

Fax Number: 2156562498

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: 215-656-3381

Email: pto.phil@dlapiper.com

Correspondent Name: IP GROUP OF DLA PIPER LLP (US)

Address Line 1: ONE LIBERTY PLACE

Address Line 2: 1650 MARKET ST. SUITE 5000

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER: William L. Bartow

SIGNATURE: /williamlbartow/

DATE SIGNED: 11/18/2019

Total Attachments: 8

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 15, 2019 (this "Security Interest"), is made by NATIONAL CHRISTMAS PRODUCTS, LLC, a Delaware limited liability company (the "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below), with principal offices at 350 South Grand Avenue, Suite 3850, Los Angeles, CA 90071 (the "Grantee").

WHEREAS, the Grantor and Grantee have entered into those certain Credit Agreement, Security Agreement, and Pledge Agreement, each dated as of November 15, 2019 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Documents"); and

WHEREAS, the Credit Documents require the Grantor to execute and deliver this Security Interest.

NOW, THEREFORE, in consideration of the premises in the Credit Documents and herein and in order to ensure compliance with the Credit Documents, the receipt and sufficiency of which are hereby acknowledged by the Grantor and Grantee, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the definitions given to them in the Credit Documents.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment and performance when due of all of its Obligations, Grantor does hereby pledge and grant to the Grantee, in each case for the benefit of the Secured Creditors, a continuing security interest in all of the right, title and interest of such Grantor in, to and under all of the following, or in which or to which such Grantor has any rights, in each case whether now existing or hereafter from time to time acquired (the "Trademark Collateral"):

(i) all Trademarks and all licenses providing for the grant by or to such Grantor of any right under any Trademark, in each case, including, without limitation, those referred to on Schedule A hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

As used herein, "Trademarks" shall mean all right, title and interest in and to any trademarks, service marks and trade names now held or hereafter acquired by any Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by any Grantor, which are registered or filed in the United States Patent and Trademark Office, as well as any unregistered trademarks and service marks used by any Grantor, and any trade dress including logos, designs, fictitious business names and other business identifiers used by any Grantor; provided that in each case, "Trademarks" shall not include 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 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, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use application or any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Credit Documents. The security interest granted pursuant to this Security Interest is granted in conjunction with the security interest granted to the Grantee pursuant to the Credit Documents, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Documents, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Security Interest and the Credit Documents, the terms of the Credit Documents shall control.

SECTION 5. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor remains liable for all duties and obligations arising under or with respect to the Trademark Collateral, and, subject to the exercise of any right or remedy by the Grantee and Grantor further agrees that Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action reasonably necessary in connection with, the rights of Grantor with respect to all Trademark Collateral.

SECTION 6. Counterparts; Telecopied Signatures. This Security Interest and any waiver or amendment hereto may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. This Security Interest may be executed and delivered by facsimile or electronic transmission all with the same force and effect as if the same was a fully executed and delivered original executed counterpart hereof.

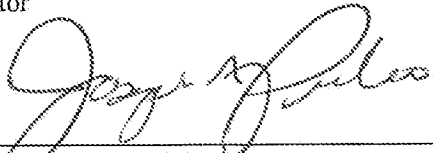
SECTION 7. Governing Law. The validity, interpretation and enforcement of this Security Interest and any dispute arising out of or in connection with this Security Interest, whether sounding in contract, tort, equity or otherwise, shall be governed by the internal laws (as opposed to the conflicts of law provisions other than Section 5-1401 of the New York General Obligations Law) and decisions of the State of New York.

SECTION 8. Miscellaneous. This Security Interest shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of the Grantee, the future holders of the loans, and their respective permitted successors and assigns. The Grantee may, in accordance with the terms and conditions of the Credit Documents, assign or otherwise transfer all or any portion of its rights and obligations under this Security Interest to any successor, and such successor shall thereupon become vested with all the benefits in respect hereof granted to the Grantee herein or otherwise, in each case as provided in the Credit Documents. Grantor may not (other than in accordance with the terms and conditions of the Credit Documents) assign or transfer any rights or obligations hereunder without the prior written consent of the Grantee. No amendment of any provision of this Security Interest shall in any event be effective unless the same shall be in writing and signed by Grantor and the Grantee. No waiver of any provision of this Security Interest, or consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee. Each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In case any provision in or obligation under this Security Interest shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.

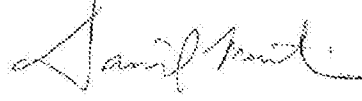
NATIONAL CHRISTMAS PRODUCTS, LLC,
as Grantor

By: 
Name: Joseph A. Puleo
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006797 FRAME: 0757

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent and Grantee

By:  _____

Name: Daniel Morihira
Title: Senior Vice President

SCHEDULE A

Trademark	(Application No.) Registration No.	(Application Date) Registration Date
A FAMILY COMPANY WITH ROOTS 3 GENERATIONS DEEP	3185533	19-DEC-2006
BAYBERRY	4839903	27-OCT-2015
COSMIC LIGHTS	5717827	02-APR-2019
CRESTWOOD	5321150	31-OCT-2017
Design Only 	2484379	04-SEP-2001
DOWNSWEPT DOUGLAS	5326065	31-OCT-2017
DUAL COLOR	4733429	05-MAY-2015
DUAL COLOR	(88660505)	18-OCT-2019
DUNHILL	5548227	28-AUG-2018
DUNHILL FIR	4748103	02-JUN-2015

Trademark	(Application No.) Registration No.	(Application Date) Registration Date
FEEL REAL	3629028	26-MAY-2009
FEEL REAL	(88660537)	18-OCT-2019
FORESTREE	3153999	10-OCT-2006
GLITTERY BRISTLE	5289352	19-SEP-2017
GOOD ENOUGH TO FOOL SANTA	3229619	17-APR-2007
INFINITY LIGHTS	5229524	20-JUN-2017
INSTABLOCK	3077776	04-APR-2006
KINGSWOOD	5294540	26-SEP-2017
LIGHT PARADE	4989282	28-JUN-2016
MEMORY-SHAPE	4084559	10-JAN-2012
MUSIC MATCH	4860743	24-NOV-2015
NATIONAL LUGGAGE COMPANY	(88545456)	(29-JUL-2019)
NATIONAL OUTDOOR LIVING	(88240767)	(24-DEC-2018)

Trademark	(Application No.) Registration No.	(Application Date) Registration Date
NATIONAL TRAVEL SAFE	(88371265)	(4-APR-2019)
NATIONAL TREE COMPANY	2475045	07-AUG-2001
NEWBERRY	5326107	31-OCT-2017
NORDIC SPRUCE	5499712	19-JUN-2018
NORTH VALLEY	5321151	31-OCT-2017
OPTICLITES	3171958	14-NOV-2006
READY-LIT	3547327	16-DEC-2008
TRICKY TRUNKS	5664129	29-JAN-2019
WINTRY PINE	5294541	26-SEP-2017