

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550974

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Elements International Group, LLC		11/22/2019	Limited Liability Company: TEXAS
Kyvno, LLC		11/22/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	88088889	SOCIETY DEN
Registration Number:	5749493	PICKET HOUSE FURNISHINGS
Registration Number:	5749437	ABBAY AVENUE FURNITURE
Serial Number:	87698242	E
Serial Number:	87698202	ELEMENTS
Registration Number:	5402528	KYVNO

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

OP \$165.00 88088889

ATTORNEY DOCKET NUMBER:	074658-19118
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	11/26/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 22nd day of November, 2019, among ELEMENTS INTERNATIONAL GROUP, LLC, a Texas limited liability company ("Elements") and KYVNO, LLC, a Delaware limited liability company ("Kyvno") (each a "Grantor" and collectively, the "Grantors"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantors, ELEMENTS DOMESTIC GROUP, LLC, a Delaware limited liability company ("Elements Domestic"), AVALON REAL ESTATE HOLDINGS, LLC, a Delaware limited liability company ("Avalon"), AVALON REAL ESTATE HOLDINGS II, LLC, a Delaware limited liability company ("Avalon II"), ELEMENTS INTERNATIONAL GROUP (CANADA), INC., a corporation formed under the laws of British Columbia ("Elements Canada"), STYLE-LINE FURN., INC., a Mississippi corporation ("Style-Line"), such other Persons as may hereafter become Borrowers thereunder (together with their permitted successors and assigns and Grantors, Elements Domestic, Avalon, Avalon II, Kyvno, Elements Canada, and Style-Line, collectively, the "Borrowers" and each individually, a "Borrower"), the Persons which are now or which hereafter become lenders thereunder (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, 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 such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the 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 each Grantor, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks of such Grantor. Without limiting each Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of 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 Agent'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 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 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 Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other 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 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 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. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

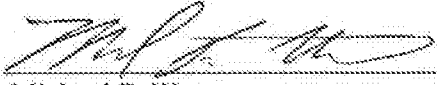
8. GOVERNING LAW. This Trademark Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

[Remainder of page intentionally left blank; signature pages follow.]

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.

GRANTOR:

ELEMENTS INTERNATIONAL GROUP, LLC,
a Texas limited liability company

By: 
Name: Michael F. Wurster
Title: President

KYVNO, LLC,
a Delaware limited liability company

By: 
Name: Michael F. Wurster
Title: President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006804 FRAME: 0313

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Arthur Boyle

Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006804 FRAME: 0314

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Description of Trademark	Jurisdiction	Owner	Application / Registration Number	Application / Registration Date	Status
SOCIETY DEN	United States	Elements International Group, LLC	(88088889)	(8/22/2018)	Live
PICKET HOUSE FURNISHINGS	United States	Elements International Group, LLC	5749493	5/14/2019	Live
ABBEY AVENUE FURNITURE	United States	Elements International Group, LLC	5749437	5/14/2019	Live
	United States	Elements International Group, LLC	(87698242)	(11/27/2017)	Live
	United States	Elements International Group, LLC	(87698202)	(11/27/2017)	Live
KYVNO	United States	Kyvno, LLC	5402528	2/13/2018	Live
ELEMENTS Design	Canada	Elements International Group, LLC	TMA1028226	06/18/2019	Live