

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560175

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
StyleCraft Home Collection, Inc.		02/03/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4838112	HARP & FINIAL
Registration Number:	4814650	HARP & FINIAL
Registration Number:	4796833	DESIGN IS IN THE DETAILS
Registration Number:	4729488	HARP & FINIAL
Serial Number:	88037794	COLLECTIVE DESIGN
Serial Number:	88054845	WEBSTER INTERIORS
Serial Number:	88054837	COASTAL COLLECTION
Serial Number:	88263418	SOUTH MAIN
Serial Number:	88263400	CROSSLINES
Registration Number:	5725073	ARTISAN COVE

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 (074658-19151 ND)

Address Line 1: One Logan Square

OP \$265.00 4838112

Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-19151
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	02/03/2020

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 3rd day of February, 2020, by and between STYLECRAFT HOME COLLECTION, INC., a Delaware corporation ("Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its permitted 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"), by and among Grantor, each Person joined thereto as a borrower from time to time (together with Grantor, collectively, the "Borrowers", and, each, a "Borrower"), STYLECRAFT CONSUMER HOLDINGS, LLC, a Delaware limited liability company ("Holdings" and, together with each other Person joined thereto as a guarantor from time to time, collectively, the "Guarantors", and, each, a "Guarantor" and, together with the Borrowers, collectively the "Loan Parties" and, each, a "Loan Party"), the financial institutions party thereto as lenders from time to time (collectively, the "Lenders" and, each, individually, a "Lender") 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, Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the respective meanings set forth in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of 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 Grantor's trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those U.S. trademarks and U.S. trademark applications referred to on Schedule I hereto;

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

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any "intent-to-use" United States trademark applications to the extent that an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or if filed, has not been deemed in conformity with 15 U.S.C. §1051(a) or (c) (it being agreed that for purposes of this Trademark Security Agreement no Lien granted to Agent on any "intent-to-use" United States trademark applications is intended to be a present assignment thereof).

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 Grantor to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving 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 Secured Parties, pursuant to the Credit Agreement. 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the terms of the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice to Agent to the extent required by, and in accordance with, the Credit Agreement with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new U.S. trademarks, U.S. trademark applications or Licenses for Trademarks of Grantor. 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 in Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed an original signature hereto.

7. CONSTRUCTION. Section 1.4 of the Credit Agreement is hereby incorporated herein, *mutatis mutandis*.

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.


9. TERMINATION. This Trademark Security Agreement shall terminate and the Lien on, and the security interests in, the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Trademark Security Agreement, as reasonably requested by, and at the sole cost of, the Grantor, Agent shall execute all documents, make all filings, and take all other actions to evidence and record the release of the Lien on, and security interest in, the Trademark Collateral granted herein.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, 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:

STYLECRAFT HOME COLLECTION, INC.,
a Delaware corporation

By: 
Name: Darren M. Snyder
Title: Vice President


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006854 FRAME: 0900

[Signatures Continued from Previous Page]

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Brian Caldwell

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006854 FRAME: 0901

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Loan Party	Trademark Title	Application No.	Date of Application	Reg. No.	Date of Registration
StyleCraft Home Collection, Inc.	HARP & FINIAL	86421298	10/11/2014	4838112	10/20/2015
StyleCraft Home Collection, Inc.	HARP & FINIAL	86421244	10/11/2014	4814650	09/15/2015
StyleCraft Home Collection, Inc.	DESIGN IS IN THE DETAILS	86421255	10/11/2014	4796833	08/18/2015
StyleCraft Home Collection, Inc.	HARP & FINIAL	86975780	10/11/2014	4729488	04/28/2015
StyleCraft Home Collection, Inc.	COLLECTIVE DESIGN	88037794	7/13/2018	N/A	N/A
StyleCraft Home Collection, Inc.	WEBSTER INTERIORS	88054845	7/26/2018	N/A	N/A
StyleCraft Home Collection, Inc.	COASTAL COLLECTION	88054837	7/26/2018	N/A	N/A
StyleCraft Home Collection, Inc.	SOUTH MAIN	88263418	1/16/2019	N/A	N/A
StyleCraft Home Collection, Inc.	CROSSLINES	88263400	1/16/2019	N/A	N/A
StyleCraft Home Collection, Inc.	ARTISAN COVE	87853228	3/28/2018	5725073	4/16/2019