

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Essex Technology Group, LLC		02/11/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AB Private Credit Investors LLC		
Street Address:	500 W. 5th Street, Suite 1100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5040396	BARGAIN HUNT	
Registration Number:	5203871	BARGAIN HUNT	
Registration Number:	4602332	BARGAIN HUNT SUPERSTORES	
Registration Number:	5905229	CLOVER MEDIA	
Registration Number:	3961518	ESSEX	
Serial Number:	88683846	CLOVER MEDIA	
Serial Number:	88682228	ESSEX WHOLESALE	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	7044441124		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	Elaine B. Hunt		
SIGNATURE:	/Elaine B. Hunt/		

CH \$190.00 5040396

DATE SIGNED:	02/12/2020
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 11, 2020, is made by each entity listed as Grantor on the signature pages hereto (each a “**Grantor**”, and collectively, the “**Grantors**”), in favor of AB Private Credit Investors LLC, in its capacity as administrative agent and collateral agent for the Lenders under the Security Agreement referred to below (the “**Agent**”).

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the Credit Agreement), each Grantor has pledged and granted to the Agent a continuing security interest in and to all of (i) its Trademarks, including, without limitation, the Trademarks listed on Schedule I hereto, (ii) its Patents, including, without limitation, the Patents listed on Schedule II hereto and (iii) its Copyrights, including, without limitation, the Copyrights listed on Schedule III hereto, in each case solely, to the extent the same constitute Collateral (as defined in the Security Agreement) (collectively, the “**Intellectual Property**”). Until the Termination Date (as defined in Credit Agreement), the Agent shall retain its security interest in the Intellectual Property granted herein and in the Security Agreement.

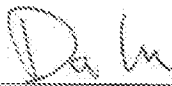
NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, each Grantor hereby grants to the Agent a security interest in all of its rights, title and interest in, to and under the Intellectual Property.

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this Intellectual Property Security Agreement, the Grantors do not grant any lien or security interest in any of the Excluded Assets (as defined in the Security Agreement). Additionally, unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Security Agreement.

[Signature Pages Follow]

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

ESSEX TECHNOLOGY GROUP, LLC

By: 
Name: David Wachsman
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006862 FRAME: 0147



ACCEPTED AND ACKNOWLEDGED BY:

AB PRIVATE CREDIT INVESTORS LLC,
as Agent

By: 
Name: Justin Grimm
Title: Managing Director

**Schedule I
Trademarks**

U.S. Trademark Registrations and Applications

Mark	Serial No. Filing Date	Reg. No./ Reg. Date	Status
BARGAIN HUNT and Design  Bargain Hunt	SN: 86/893,049 Feb. 1, 2016	RN: 5,040,396 Sep. 13, 2016	Registered
BARGAIN HUNT	SN: 87/183,692 Sep. 26, 2016	RN: 5,203,871 May 16, 2017	Registered
BARGAIN HUNT SUPERSTORES	SN: 85/867,739 Mar. 5, 2013	RN: 4,602,332 Sep. 9, 2014	Registered
CLOVER MEDIA and Design  Clover Media	SN: 88/287,570 Feb. 4, 2019	RN: 5,905,229 Nov. 5, 2019	Registered
CLOVER MEDIA	SN: 88/683,846 Nov. 7, 2019	RN: n/a	Registered
ESSEX	SN: 85/130,320 Sep. 15, 2010	RN: 3,961,518 May 17, 2011	Registered
ESSEX WHOLESALE	SN: 88/682,228 Nov. 6, 2019	RN: n/a	Registered

Schedule II
Patents

United States Patents Registrations and Applications

1. Registrations

None.

2. Applications

None.

**Schedule III
Copyrights**

United States Copyright Registrations and Applications

1. Registrations

Title	Reg. No./ Reg. Date	Status
Inventory management and processing.	TXu001197656 / Aug. 12, 2004	Registered

2. Applications

None.