

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stonewall Kitchen, LLC		01/31/2020	Limited Liability Company: MAINE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2637330	CAR CANDLE	
Registration Number:	4837404	COLOURS	
Registration Number:	4762836	DECOR	
Registration Number:	5306796	DECOR	
Registration Number:	5355612	HAPPI HOME	
Registration Number:	2809525	SIMMERBLENDS	
Registration Number:	5402065	THE VILLAGE FRAGRANCE COMPANY	
Registration Number:	5311966	THE VILLAGE FRAGRANCE COMPANY	
Registration Number:	5581151	THE VILLAGE FRAGRANCE COMPANY	
Registration Number:	5306797	TRADITIONS	
Registration Number:	3768080	TREE SCENTER	
Registration Number:	2161759	VILLAGE CANDLE	
Serial Number:	87742940	HAPPI VILLAGE	
Serial Number:	87742942	HAPPI VILLAGE	
Serial Number:	88431839	STONED	
Serial Number:	88431855	STONED BY VILLAGE CANDLE	
CORRESPONDENCE DATA			
Fax Number:			

OP \$415.00 2637330

TRADEMARK

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: (312) 288-3589
Email: Results-UCCTeam2@wolterskluwer.com
Correspondent Name: Nancy Helm-Brown
Address Line 1: 2929 Allen Pkwy
Address Line 2: Ste 3300
Address Line 4: Houston, TEXAS 77019

NAME OF SUBMITTER:	Diandra M. LaMantia
SIGNATURE:	/Diandra M. LaMantia/
DATE SIGNED:	02/18/2020

Total Attachments: 8

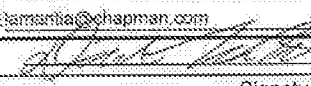
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): Stonewall Kitchen, LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other (limited liability company) Citizenship (see guidelines) <u>Maine</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input type="checkbox"/> No Name: <u>BMO Harris Bank N.A., as Administrative Agent</u> Street Address: <u>111 West Monroe Street</u> City: <u>Chicago</u> State: <u>Illinois</u> Country: <u>USA</u> Zip: <u>60603</u> <input type="checkbox"/> Individual(s) Citizenship _____ <input checked="" type="checkbox"/> Association Citizenship <u>USA</u> <input type="checkbox"/> Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
3. Nature of conveyance/Execution Date(s) : Execution Date(s) <u>January 31, 2020</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	

4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) Text See Schedule I attached hereto and made a part hereof.	B. Trademark Registration No.(s) See Schedule I attached hereto and made a part hereof. Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):	

5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Diandra M. LaMantia</u> Internal Address: <u>Chapman and Cutler LLP</u> Street Address: <u>111 West Monroe Street</u> City: <u>Chicago</u> State: <u>Illinois</u> Zip: <u>60603</u> Phone Number: <u>312-845-3274</u> Docket Number: _____ Email Address: <u>lamantia@chapman.com</u>	6. Total number of applications and registrations involved: 16
	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed
	8. Payment Information: Deposit Account Number _____ Authorized User Name _____
9. Signature:  for Chapman and Cutler LLP February 18, 2020 Signature Date Diandra M. LaMantia, Project Assistant Name of Person Signing	Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2020 (this “*Trademark Security Agreement*”), is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of BMO Harris Bank N.A. (“*BMO*”), as administrative agent (in such capacity, together with its permitted successors and permitted assigns, “*Agent*”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 31, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among SWK Intermediate, Inc., a Delaware corporation, SWK Acquisition, Inc., a Delaware corporation (whose obligations as Borrower under the Credit Agreement were assumed by Stonewall Intermediate Holdco, Inc., a Delaware corporation, substantially concurrently with the initial Borrowing (as this and other capitalized terms used in this Preamble without definition are defined in the Credit Agreement) under the Credit Agreement and the consummation of the Stonewall Acquisition, and effective immediately upon giving effect to the Initial Closing Date Merger), the Lenders and the L/C Issuers from time to time party thereto and BMO, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date with the Credit Agreement in favor of Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with Agent as follows:

SECTION 1. DEFINED TERMS.

Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the undersigned, hereby pledges to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the the following Collateral of such Grantor (the "*Trademark Collateral*"); *provided, however*, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property and none of the covenants or representations and warranties herein shall be deemed to apply to any assets constituting Excluded Property; *provided, further*, that if and when any of the following property of such Grantor shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein:

- (a) all of its Trademarks (as defined in the Credit Agreement) (but excluding any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Alleged Use" with respect thereto), including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities (as defined in the Credit Agreement) 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.

SECTION 3. GUARANTY AND SECURITY AGREEMENT.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

SECTION 4. GRANTOR REMAINS LIABLE.

Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

SECTION 5. TERMINATION.

This Trademark Security Agreement shall terminate and the Lien on and the security interest in the Trademark Collateral shall be released upon the Payment in Full (as defined in the Credit Agreement) of the Secured Obligations. Upon the termination of this Trademark Security Agreement, Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. COUNTERPARTS.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 7. GOVERNING LAW.

The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, its validity, interpretation, construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[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.

Very truly yours,

STONEWALL KITCHEN, LLC, as Grantor

By: _____

Name: John Stiker

Title: Chief Executive Officer

Acknowledged and Agreed as of the
date first above written:

BMO HARRIS BANK N.A., as Agent

By: _____

Name: Todd Meggos

Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006866 FRAME: 0599

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.

Very truly yours,

STONEWALL KITCHEN, LLC, as Grantor

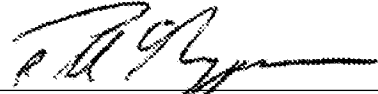
By: _____

Name: John Stiker

Title: Chief Executive Officer

Acknowledged and Agreed as of the date first above written:

BMO HARRIS BANK N.A., as Agent

By:  _____

Name: Todd Meggos

Title: Managing Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

REGISTERED TRADEMARKS

Country	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
USA	CAR CANDLE	78032279	25-Oct-00	2637330	15-Oct-02	Registered
USA	COLOURS	86160981	9-Jan-14	4837404	20-Oct-15	Registered
USA	DECOR	86160476	8-Jan-14	4762836	30-Jun-15	Registered
USA	DECOR	86160502	8-Jan-14	5306796	17-Oct-17	Registered
USA	HAPPI HOME	86782092	8-Oct-15	5355612	12-Dec-17	Registered
USA	SIMMERBLENDS	78193514	11-Dec-02	2809525	27-Jan-04	Registered
USA	THE VILLAGE FRAGRANCE COMPANY and Design	86758663	16-Sept-15	5402065	17-Oct-17	Registered
USA	THE VILLAGE FRAGRANCE COMPANY and Design	86758676	16-Sept-15	5311966	9-Oct-18	Registered
USA	THE VILLAGE FRAGRANCE COMPANY and Design	86758669	12-Oct-15	5581151	8-Nov-16	Registered
USA	TRADITIONS	86160984	9-Jan-14	5306797	10-Oct-17	Registered
USA	TREE SCENTER	77364541	04-Jan-08	3768080	30-Mar-10	Registered
USA	VILLAGE CANDLE	75270165	7-Apr-97	2161759	2-Jun-98	Registered

PENDING TRADEMARKS

Country	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
USA	HAPPI VILLAGE	87742940	4-Jan-18	N/A	N/A	Pending
USA	HAPPI VILLAGE	87742942	4-Jan-18	N/A	N/A	Pending
USA	STONED	88431839	15-May-19	N/A	N/A	Pending
USA	STONED BY VILLAGE CANDLE	SN: 88431855	15-May-19	N/A	N/A	Pending