

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Confirmatory Grant of Security Interest in Trademarks Term Loan		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pier 1 Services Company		02/20/2020	Statutory Trust: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB, as Collateral Agent		
Street Address:	500 DELAWARE AVENUE		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88593308	PIER 1	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128628738		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Michelle Nowicki		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	46243-1		
NAME OF SUBMITTER:	Michelle Nowicki		
SIGNATURE:	/Michelle Nowicki/		
DATE SIGNED:	02/26/2020		
Total Attachments: 4			
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CONFIRMATORY GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS

This CONFIRMATORY GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Confirmatory Grant*”) dated February 20, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Wilmington Savings Fund Society, FSB (as successor to Bank of America, N.A.), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Term Loan Credit Agreement, dated as of April 30, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “*Credit Agreement*”), among Pier 1 Imports (U.S.), Inc., Pier 1 Imports, Inc., the Lenders party thereto from time to time and Wilmington Savings Fund Society, FSB (as successor to Bank of America, N.A.), as Administrative Agent and Collateral Agent, (ii) each Secured Hedge Agreement and (iii) each Secured Cash Management Agreement. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Secured Cash Management Agreements, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or Secured Cash Management Agreements, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Secured Cash Management Agreements, each Grantor has executed and delivered that certain Term Loan Security Agreement dated April 30, 2014, made by the Grantors to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Confirmatory Grant for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and/or Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or Security Agreement, as applicable.

SECTION 2. Grant of Security. Each Grantor hereby ratifies and affirms the Security

Interest granted to the Collateral Agent in the Security Agreement and hereby further grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Secured Obligations. The grant of a security interest in the Trademarks by each Grantor under this Confirmatory Grant is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Confirmatory Grant.

SECTION 5. Execution in Counterparts. This Confirmatory Grant may be executed in any number of 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.

SECTION 6. Security Agreement. This Confirmatory Grant has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Governing Law. THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

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IN WITNESS WHEREOF, the undersigned have executed this Confirmatory Grant of Security Interest in U.S. Trademarks as of the date first above written.

PIER 1 SERVICES COMPANY, Grantor

By: Pier 1 Holdings, Inc.,
its Managing Trustee

By: 
Name: Robert J. Riesbeck
Title: Chief Executive Officer

SCHEDULE A

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Owner
PIER 1	88593308 26-AUG-2019	—	MANAGING TRUSTEE OF PIER 1 SERVICES COMPANY