

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Border Concepts, Inc.		02/24/2020	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	JP Morgan Chase Bank, N.A.		
Street Address:	450 S. Orange Avenue		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32801		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3108880	HOLIDAY CONCEPTS	
Registration Number:	2574729	WROUGHT IRON COLLECTIONS	
Registration Number:	1878301	IRON EDGE	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hkllaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	02/28/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of February 24, 2020, is made by Border Concepts, Inc. (“**Grantor**”) in favor of JPMorgan Chase Bank, N.A. (the “**Secured Party**”).

Grantor and Secured Party have entered into a Credit Agreement dated as of February 24, 2020 (the “**Credit Agreement**”).

Under the terms of the Credit Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule I** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party’s request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.
4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.
5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Georgia.

[signature page to follow]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

JPMORGAN CHASE BANK, N.A.

By: 

Print Name: Patrick J. Pravel

Title: Authorized Officer

Address of Secured Party:

JPMorgan Chase Bank, N.A.
450 S. Orange Avenue, 10th Floor
Orlando, Florida 32801

GRANTOR

BORDER CONCEPTS, INC.

By: _____

Print Name: Neil R. Miller

Title: President

Address of Borrower:

Border Concepts, Inc.
7621 Little Avenue
Charlotte, North Carolina 28226

Trademark Security Agreement

TRADEMARK
REEL: 006877 FRAME: 0789

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

JPMORGAN CHASE BANK, N.A.

By: _____

Print Name: Patrick J. Fravel


Title: Authorized Officer

Address of Secured Party:

JPMorgan Chase Bank, N.A.
450 S. Orange Avenue, 10th Floor
Orlando, Florida 32801

GRANTOR

BORDER CONCEPTS, INC.

By:  _____

Print Name: Neil R. Miller

Title: President

Address of Borrower:

Border Concepts, Inc.
7621 Little Avenue
Charlotte, North Carolina 28226

SCHEDULE 1

TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

Trademark	Registration/ Application #	Issue Date	Owner
Paddock Home & Garden	Application # 88429931	May 14, 2019	Border Concepts, Inc.
Holiday Concepts	FEDTM 3108880	June 27, 2006	Border Concepts, Inc.
Wrought Iron Collections	FEDTM 2574729	May 28, 2002	Border Concepts, Inc.
Iron Edge	FEDTM 1878301	February 7, 1995	Border Concepts, Inc.