

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569014

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Merchsource, LLC		03/20/2020	Limited Liability Company: DELAWARE
ThreeSixty Sourcing Limited		03/20/2020	Limited Liability Company: HONG KONG
ThreeSixty Brands Group, LLC		03/20/2020	Limited Liability Company: DELAWARE
Vornado Air, LLC		03/20/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A. as Administrative Agent
Street Address:	2450 Colorado Avenue
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Banking Association: CALIFORNIA

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	5681362	AFTERGLOW
Registration Number:	5788441	WANDERLUST
Registration Number:	5542378	WELCOME TO YOUR ORGANIZED LIFE
Registration Number:	5681460	ICY COOL
Registration Number:	5858112	FREEHOLD COLLECTIVE
Registration Number:	5293003	MR. PIP
Registration Number:	5293002	
Registration Number:	5807951	SHARPER IMAGE
Registration Number:	5808146	SHARPER IMAGE
Registration Number:	2383447	
Serial Number:	87510817	TULA ATHLETICA
Serial Number:	87978277	REFINERY
Serial Number:	88041078	
Serial Number:	88056324	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88056339	
Serial Number:	88056332	
Serial Number:	88056341	
Serial Number:	87232972	MR. PIP
Serial Number:	87233272	
Serial Number:	88366325	
Serial Number:	88383422	TOMORROW'S TOMORROW
Serial Number:	88383975	SHAARPER IMAGE
Serial Number:	88571468	AIRBAR
Serial Number:	88491778	SHOP-AROUND

CORRESPONDENCE DATA

Fax Number:

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: 2128598000

Email: teas@friedfrank.com

Correspondent Name: Axel Magnusson c/o Fried Frank et al

Address Line 1: One New York Plaza

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	3043-5
NAME OF SUBMITTER:	Kimberly Barr
SIGNATURE:	/Kimberly Barr/
DATE SIGNED:	03/26/2020

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 20, 2020, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Wells Fargo Bank, N.A. (as successor-in-interest by assignment from General Electric Company), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

A. Pursuant to the Credit Agreement, dated as of October 1, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among 360 HOLDINGS III CORP., a Delaware corporation ("Topco Borrower"), MERCHSOURCE, LLC, a Delaware limited liability company ("MerchSource"), VORNADO AIR, LLC, a Delaware limited liability company ("Vornado") (Topco Borrower, MerchSource and Vornado are sometimes referred to herein collectively as "US Borrowers" and individually as a "US Borrower"), THREESIXTY SOURCING LIMITED, a company incorporated in Hong Kong with limited liability ("ThreeSixty" or "HK Borrower"; US Borrowers and HK Borrowers are sometimes referred to herein collectively as "Borrowers" and individually as a "Borrower"), and each of the other entities listed on the signature pages thereto or that becomes a party thereto, the Lenders and Wells Fargo Bank, N.A., as Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

B. Each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of October 1, 2015 in favor of Agent (as such agreement may be amended, 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 each Borrower; and

C. 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 and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers 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 such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and valid and continuing security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto, other than Excluded Property;

(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 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. 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.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,


MERCHSOURCE, LLC
as Grantor

By: 
Name: David Unter
Title: Chief Financial Officer

THREESIXTY BRANDS GROUP, LLC
as Grantor

By: 
Name: David Unter
Title: Chief Financial Officer

VORNADO AIR, LLC
as Grantor

By: 
Name: Adam Gromfin
Title: Vice President

[Signature Page to Trademark Security Agreement - ABL]


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

Very truly yours,

MERCHSOURCE, LLC.
as Grantor

By: _____
Name: David Unter
Title: Chief Financial Officer

THREESIXTY SOURCING LIMITED.
as Grantor

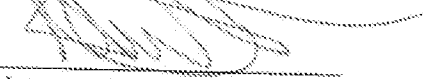
By: 

Name: Adam Gromfin
Title: Vice President

THREESIXTY BRANDS GROUP, LLC.
as Grantor

By: _____
Name: David Unter
Title: Chief Financial Officer

VORNADO AIR, LLC.
as Grantor

By: 

Name: Adam Gromfin
Title: Vice President

[Signature Page to Trademark Security Agreement - ABL]

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, N.A.,
as Agent

By: 

Name: *Ben Collier*

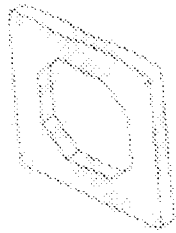
Title: *Authorized Signatory*

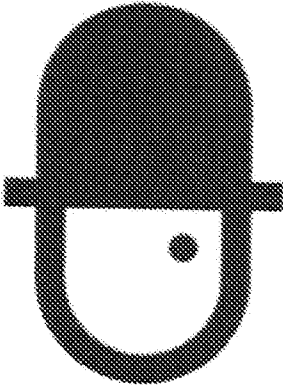
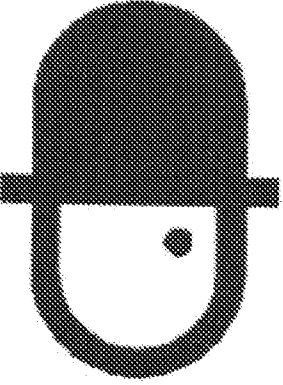
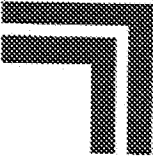
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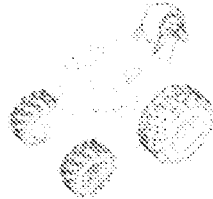
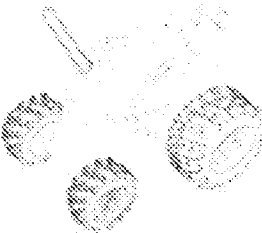
TRADEMARK
REEL: 006900 FRAME: 0485


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Trademark Applications:

Trademark Name	Image	Jurisdiction	Trademark No.	Application No.	Status	Owner
AFTERGLOW	AFTERGLOW	United States	5,681,362	87503475	Issued	MerchSource, LLC
TULA ATHLETICA	TULA ATHLETICA	United States		87510817	Pending	MerchSource, LLC
WANDERLUST	WANDERLUST	United States	5,788,441	87532119	Issued	MerchSource, LLC
WELCOME TO YOUR ORGANIZED LIFE	WELCOME TO YOUR ORGANIZED LIFE	United States	5,542,378	87535947	Issued	MerchSource, LLC
ICY COOL	ICY COOL	United States	5,681,460	87563901	Issued	MerchSource, LLC
REFINERY	REFINERY	United States		87978277	Allowed	MerchSource, LLC
FREEHOLD COLLECTIVE	FREEHOLD COLLECTIVE	United States	5,858,112	87713796	Issued	MerchSource, LLC
Magnetic Tiles		United States		88041078	Pending	MerchSource, LLC

MR. PIP BOWLER Logo		United States	5,293,002	87975710	Issued	MerchSource, LLC
MR. PIP	mr. pip	United States		87232972	Allowed	MerchSource, LLC
MR. PIP BOWLER Logo		United States		87233272	Allowed	MerchSource, LLC
SHARPER IMAGE	SHARPER IMAGE	United States	5,807,951	87880804	Issued	ThreeSixty Brands Group LLC
SHARPER IMAGE	SHARPER IMAGE	United States	5,808,146	87929674	Issued	ThreeSixty Brands Group LLC
SHARPER IMAGE "77" Logo		United States		88366325	Pending	ThreeSixty Brands Group LLC
Tomorrow's Tomorrow	TOMORROW'S MORROW	United States		88383422	Pending	ThreeSixty Brands Group LLC

RC Car with top 5th wheel		United States		88056324	Pending	MerchSource, LLC
RC Car with top 5th wheel		United States		88056339	Pending	MerchSource, LLC
RC Car with top 5th wheel		United States		88056332	Pending	MerchSource, LLC
RC Car with top 5th wheel		United States		88056341	Pending	MerchSource, LLC
MR. PIP	mr. pip	United States	5,293,003	87975711	Issued	MerchSource, LLC

Sharper Image "77" Logo Box Packaging		United States		88383975	Pending	ThreeSixty Brands Group LLC
AIRBAR	AIRBAR	United States		88571468	Pending	Vornado Air, LLC
SHOP-AROUND		United States	N/A	88491778		ThreeSixty Sourcing Ltd.
		United States	2383447	75851550	Issued	Vornado Air, LLC

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