

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dyno Seasonal Solutions, LLC		05/27/2020	Limited Liability Company: DELAWARE
Dyno LLC		05/27/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Truist Bank, as successor to SunTrust Bank		
Street Address:	303 Peachtree Street, 23rd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85887332	TITAN	
Serial Number:	87369454	NEW TRADITIONS SIMPLIFY YOUR HOLIDAY	
Serial Number:	88050136	ST. NICK'S CHOICE SIMPLIFY YOUR CHRISTMA	
Registration Number:	5782778	NEW TRADITIONS SIMPLIFY YOUR HOLIDAY	
Registration Number:	5802760	CREATIVE DESIGNS DEPOT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	erobinson@huntonak.com		
Correspondent Name:	Erika Robinson		
Address Line 1:	600 Peachtree Street N.E., Suite 4100		
Address Line 2:	c/o Hunton Andrews Kurth LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Erika Robinson		
SIGNATURE:	/ErikaRobinson/		
DATE SIGNED:	05/27/2020		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of May 27, 2020, is made by the entities listed on the signature pages hereof (each, a “Grantor”), in favor of Truist Bank, as successor to SunTrust Bank (“Truist”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lender Group (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of May 2, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Dyno LLC, a Delaware limited liability company, as Borrower Representative, the other Borrowers party thereto from time to time, the Guarantors party thereto from time to time, the financial institutions party thereto from time to time as Lenders and Truist, as successor to SunTrust Bank, as administrative agent for the Lenders, as Issuing Bank, and as Swing Bank, the Lenders and the Issuing Bank have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of itself and the Lender Group, this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Bank and Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Bank to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Lender Group, and grants to Agent for the benefit of the Lender Group a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all Intellectual Property Licenses providing for the grant by or to Grantor of any right under any Trademark, 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 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. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

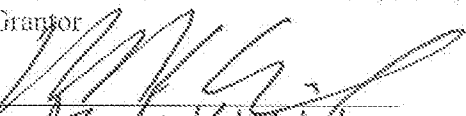
Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page to this Agreement by facsimile transmission or by e-mail transmission of an electronic file in Adobe Corporation's Portable Document Format (or PDF) shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 6. Governing Law. This 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 North Carolina.

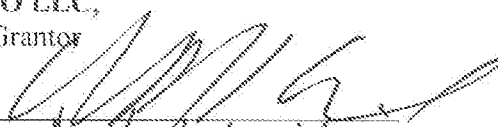
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DYNO SEASONAL SOLUTIONS, LLC,
as a Grantor

By: 
Name: Martin K. Weinbaum
Title: Chief Financial Officer

DYNO LLC,
as a Grantor

By: 
Name: Martin K. Weinbaum
Title: Chief Financial Officer

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ACCEPTED AND AGREED
as of the date first above written:

TRUIST BANK,
as Agent

By: 

Name: *Joseph A. Massaron*

Title: *Director*

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

<u>GRANTOR</u>	<u>TRADEMARK/SERVICE MARK</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>
<u>DYNO SEASONAL SOLUTIONS, LLC</u>	<u>TITAN</u>	<u>85887332</u>	<u>09/23/2014</u>
<u>DYNO SEASONAL SOLUTIONS, LLC</u>	<u>NEW TRADITIONS SIMPLIFY YOUR HOLIDAY</u> <u>Class 20, 22, 26</u>	<u>87369454</u>	<u>11/27/2018</u>
<u>DYNO SEASONAL SOLUTIONS, LLC</u>	<u>ST. NICK'S CHOICE SIMPLIFY YOUR CHRISTMAS></u> <u>(20 for Home decorating accessories, etc.</u>	<u>88050136</u>	<u>03/12/2019</u>
<u>DYNO SEASONAL SOLUTIONS, LLC</u>	<u>NEW TRADITIONS SIMPLIFY YOUR HOLIDAY</u> <u>Class 28</u>	<u>5782778</u>	<u>06/18/2019</u>
<u>DYNO LLC</u>	<u>CREATIVE DESIGNS DEPOT</u>	<u>5802760</u>	<u>07/09/2019</u>

SCHEDULE I

Truist/Dyno – Trademark Security Agreement (Seventh Amendment)
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