

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dry Goods, LLC		06/18/2020	Limited Liability Company: IOWA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	MAC D1109-019 1525 West W.T. Harris Blvd		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4962192	DRY GOODS	
Registration Number:	4962193	DRY GOODS USA SINCE 1872	
Registration Number:	5554855	DRY GOODS USA SINCE 1872	
CORRESPONDENCE DATA			
Fax Number:	3026551476		
<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:	(312)288-3582		
Email:	alyssa.howard@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	2929 Allen Pkwy		
Address Line 2:	Suite 3300		
Address Line 4:	Houston, TEXAS 77019		
NAME OF SUBMITTER:	Melanie A. Fagan		
SIGNATURE:	/Melanie A. Fagan/		
DATE SIGNED:	06/19/2020		
Total Attachments: 6			
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TRADEMARK COLLATERAL AGREEMENT

This 18th day of June, 2020, Dry Goods, LLC, an Iowa limited liability company (“*Debtor*”) with its principal place of business and mailing address at 6565 Brady Street Davenport, Iowa 52806, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Wells Fargo Bank, National Association, a national banking association (“Wells Fargo”), with its mailing address at MAC D1109-019 1525 West W.T. Harris Blvd. Charlotte, NC 28262, acting as administrative agent hereunder for the Secured Parties as defined in the Security Agreement referred to below, and its successors and assigns (Wells Fargo acting as such administrative agent and any successor(s) or assign(s) to Wells Fargo acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Parties a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement bearing even date herewith among Debtor, the other “*Debtors*” from time to time party thereto and Agent, as the same may be amended, restated, supplemented or otherwise modified from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks,

trademark registrations, and trademark applications made and granted hereby 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.

(Signature page to follow)

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DRY GOODS, LLC

By: Von Maur, Inc.
Its: Manager

By 

Name: Robert L. Larsen
Title: Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____

Name: Wendy Williams
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006979 FRAME: 0427

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

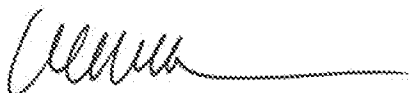
DRY GOODS, LLC

By: Von Maur, Inc.
Its: Manager

By _____
Name: Robert L. Larson
Title: Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By  _____
Name: Wendy Williams
Title: Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS

FEDERAL TRADEMARK REGISTRATIONS

Debtor	Description	Registration Number	Registration Date
Dry Goods, LLC	Dry Goods	4962192	5/24/2016
Dry Goods, LLC	Dry Goods USA Since 1872	4962193	5/24/2016
Dry Goods, LLC	Dry Goods USA Since 1872	5554855	6/19/2018