

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Abbyson Living, LLC		03/13/2020	Limited Liability Company: DELAWARE
Abbyson.com, LLC		03/13/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	3 Park Plaza, Suite 900		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Serial Number:	86382873	MONTECITO	
Serial Number:	86382820	VENEZIA	
Serial Number:	86103077	ABBYSON LIVING	
Serial Number:	85696683	ABBYSON	
Serial Number:	76702294	ABBYSON LIVING	
Serial Number:	86211756	INSPIRED ELEGANCE FOR THE WAY WE LIVE.	
Serial Number:	86602843	ACE DELIVERY	
Serial Number:	86830534	ABBYSON SIGNATURE	
Serial Number:	87098044	ADAMS MORGAN	
Serial Number:	87099339	SAWYER	
Serial Number:	87099343	BROMPTON	
Serial Number:	87099355	MARSEILLES	
Serial Number:	87099352	TUSCAN	
Serial Number:	87198348	LUXURY CLOUD SEATING	
Serial Number:	87202804	ABBYSKY	
Serial Number:	87213083	ABBYSKY HOME FURNISHINGS	
Serial Number:	87213089	ABBYSKY HOME FURNISHINGS	

CH \$640.00 86382873

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87213092	DELANO
Serial Number:	87225735	ABBYSON LIVING
Serial Number:	87261053	ALL. TOGETHER. NOW.
Serial Number:	87261057	MAKERS OF THE LIVING EXPERIENCE
Serial Number:	87261063	ALL TOGETHER NOW
Serial Number:	87079720	DEVON & CLAIRE
Serial Number:	87590781	ABBYSON ALL. TOGETHER. NOW.
Serial Number:	87836205	ALLEGRA

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 2027395866

Email: felicia.gordon@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	058438.14.0714
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	06/30/2020

Total Attachments: 8
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CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

This CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made as of March 13, 2020, by and among **ABBYSON LIVING LLC**, a Delaware limited liability company (the “Company”), **ABBYSON.COM, LLC**, a Delaware limited liability company (“Abbyson.com”, and together with the Company, each a “Grantor”, and collectively, the “Grantors”), and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (together with its successors and assigns, the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantors, the Administrative Agent, the other Loan Parties party thereto, and the Lenders party thereto, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, each Grantor has agreed to execute and deliver this Confirmatory Grant in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each of the Grantors hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Confirmatory Grant as the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and IP Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each IP License with respect to Trademarks; and

(d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of the foregoing, and any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any IP License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any IP License with respect to Trademarks.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Confirmatory Grant and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Confirmatory Grant secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by any Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Confirmatory Grant is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. To the extent there is any inconsistency between this Confirmatory Grant and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or become entitled to the benefit of any Trademark for any renewal or extension of any existing Trademark, the provisions of this Confirmatory Grant shall automatically apply thereto. Each Grantor hereby authorizes the Administrative Agent unilaterally to modify this Confirmatory Grant by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify or supplement this Confirmatory Grant or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Confirmatory Grant may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Confirmatory Grant. Delivery of an executed counterpart of this Confirmatory Grant by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Confirmatory Grant. This Confirmatory Grant is a Loan Document.

7. CHOICE OF LAW. THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE

LAW OF CONFLICTS) OF THE STATE OF CALIFORNIA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

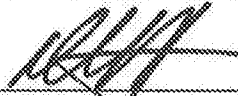
8. MISCELLANEOUS. THIS CONFIRMATORY GRANT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER AND THE OTHER MATTERS SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

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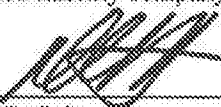
IN WITNESS WHEREOF, the parties hereto have caused this Confirmatory Grant of Security Interest in Trademarks to be executed and delivered as of the day and year first above written.

GRANTORS:

ABBYSON LIVING LLC,
a Delaware limited liability company

By: 
Name: Doddy Rafieha
Title: Executive Vice President

ABBYSON.COM, LLC,
a Delaware limited liability company

By: 
Name: Doddy Rafieha
Title: Executive Vice President

[Signature Page to Confirmatory Grant of Security Interest in Trademarks]

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: _____

Name: Philip Bosma

Title: Authorized Officer

[Signature Page to Confirmatory Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006984 FRAME: 0954

SCHEDULE I
to
CONFIRMATORY GRANT

U.S. Trademarks

Owner	Title	Docket No.	Type	Status	Application No.	Filing Date
Abbysson Living LLC	MONTECITO	1027-47-002	Trademark	Issued	86382873	9/2/2014
Abbysson Living LLC	VENEZIA	1027-47-003	Trademark	Issued	86382820	9/2/2014
Abbysson Living LLC	ABBYSOON LIVING design mark	1027-47-007	Trademark	Issued	86103077	10/28/2013
Abbysson Living LLC	ABBYSOON	1027-47-008	Trademark	Issued	85696683	8/7/2012
Abbysson Living LLC	ABBYSOON LIVING	1027-47-009	Trademark	Issued	76702294	3/30/2010
Abbysson Living LLC	INSPIRED ELEGANCE FOR THE WAY WE LIVE	1027-47-012	Trademark	Issued	86211756	3/5/2014
Abbysson Living LLC	ACE DELIVERY	1027-47-019	Trademark	Issued	86602843	4/20/2015
Abbysson Living LLC	ABBYSOON SIGNATURE	1027-47-025	Trademark	Issued	86830534	11/24/2015
Abbysson Living LLC	ADAMS MORGAN (Class 20 Furniture)	1027-47-028	Trademark	Issued	87098044	7/8/2016
Abbysson Living LLC	SAWYER (Class 20 Furniture)	1027-47-030	Trademark	Issued	87099339	7/11/2016
Abbysson Living LLC	BROMPTON (Class 20 Furniture)	1027-47-031	Trademark	Issued	87099343	7/11/2016
Abbysson Living LLC	MARSEILLES (Class 20 Furniture)	1027-47-032	Trademark	Issued	87099355	7/11/2016
Abbysson Living LLC	TUSCAN (Class 20 Furniture)	1027-47-033	Trademark	Issued	87099352	7/11/2016
Abbysson Living LLC	LUXURY CLOUD SEATING (Class 20 Furniture)	1027-47-036	Trademark	Issued	87198348	10/10/2016
Abbysson Living LLC	PERFORMANCE LEATHERBLEND (Class 20 Furniture)	1027-47-037	Trademark	Pending	87200901	10/12/2016
Abbysson Living LLC	LEATHERBLEND (Class 20 Furniture)	1027-47-038	Trademark	Pending	87200923	10/12/2016
Abbysson Living LLC	ABBYSKY	1027-47-039	Trademark	Issued	87202804	10/13/2016
Abbysson Living LLC	ABBYSKY HOME FURNISHINGS (Stylized)	1027-47-040	Trademark	Allowed	87213083	10/24/2016
Abbysson Living LLC	ABBYSKY HOME FURNISHINGS	1027-47-041	Trademark	Issued	87213089	10/24/2016

Owner	Title	Bocket No.	Type	Status	Application No.	Filing Date
Abbysson Living LLC	DELANO	1027-47-042	Trademark	Issued	87213092	10/24/2016
Abbysson Living LLC	ABBYSSON LIVING (logo)	1027-47-044	Trademark	Issued	87225735	11/3/2016
Abbysson Living LLC	ALL TOGETHER NOW	1027-47-046	Trademark	Issued	87261053	12/7/2016
Abbysson Living LLC	MAKERS OF THE LIVING EXPERIENCE	1027-47-047	Trademark	Issued	87261057	12/7/2016
Abbysson Living LLC	ALL TOGETHER NOW	1027-47-048	Trademark	Issued	87261063	12/7/2016
Abbysson Living LLC	DEVON & CLAIRE	1027-47-050	Trademark	Issued	87079720	6/22/2016
Abbysson Living LLC	ABBYSSON + ALL TOGETHER NOW (stylized design)	1027-47-068	Trademark	Pending	87590781	8/30/2017
Abbysson Living LLC	ALEGRA	1027-47-079	Trademark	Issued	87836205	3/15/2018
Abbysson Living LLC	IDOUBLE	1027-47-096	Trademark	Allowed	88272757	1/23/2019
Abbysson Living LLC	ITRIPLE	1027-47-097	Trademark	Allowed	88272761	1/23/2019
Abbysson Living LLC	ITRON	1027-47-098	Trademark	Allowed	88312858	2/22/2019
Abbysson Living LLC	ITABLE MINI	1027-47-101	Trademark	Pending	88588404	8/22/2019
Abbysson Living LLC	ITABLE MINI and Design	1027-47-102	Trademark	Pending	88630347	09/25/2019
Abbysson Living LLC	ABBYSSON LUXURY	1027-47-086	Trademark	Pending	88074505	01/21/2020

International Trademarks

Owner	Title	Bocket No.	Type	Status	Application No.	Filing Date
Abbysson Living LLC	LUXURY CLOUD SEATING	1027-57-036CA	Trademark	Pending	1930321	11/13/2018
Abbysson Living LLC	MAKERS OF THE LIVING EXPERIENCE	1027-57-047CA	Trademark	Pending	1913742	8/7/2018
Abbysson Living LLC	ABBYSSON MARK (Class 35)	1027-57-055CN	Trademark	Issued	21870852	11/11/2016
Abbysson Living LLC	ABBYSSON MARK (Class 20)	1027-57-056CN	Trademark	Pending	21870853	11/11/2016
Abbysson Living LLC	ABBYSSON MARK (Class 18)	1027-57-057CN	Trademark	Issued	3531169	4/18/2003
Abbysson Living LLC	ABBYSSON MARK (Class 18)	1027-57-058CN	Trademark	Issued	3531173	4/18/2003

Owner	Title	Bocket No.	Type	Status	Application No.	Filing Date
Abbysson Living LLC	ABBYSSON MARK (Class 18)	1027-57-059CN	Trademark	Issued	3531174	4/18/2003
Abbysson Living LLC	ABBYSSON MARK (Class 18)	1027-57-060CN	Trademark	Issued	3531175	4/18/2003
Abbysson Living LLC	ABBYSSONUSA (Class 18)	1027-57-061CN	Trademark	Issued	4875993	5/9/2005
Abbysson Living LLC	ABBYSSON MARK (Class 35)	1027-57-062CN	Trademark	Issued	18067013	10/16/2015
Abbysson Living LLC	ABBYSSON MARK (Class 20)	1027-57-063CN	Trademark	Pending	18067014	10/16/2015
Abbysson Living LLC	ABBYSSON FURNITURE (stylized design)	1027-57-069CNI	Trademark	Issued	26132087	8/30/2017
Abbysson Living LLC	ABBYSSON (stylized design)	1027-57-069CN2	Trademark	Issued	26132088	8/30/2017
Abbysson Living LLC	ABBYSSON + ALL. TOGETHER. NOW. FURNITURE (styl)	1027-57-070CNI	Trademark	Pending	26132089	8/30/2017
Abbysson Living LLC	ABBYSSON	1027-57-093HK	Trademark	Pending	304788893	1/1/2019
Abbysson Living LLC	ABBYSSON	1027-57-093MP	Trademark: Madrid	Pending		1/10/2019
Abbysson Living LLC	ABBYSSON	1027-57-093MY	Trademark	Pending	2019002324	1/22/2019
Abbysson Living LLC	ABBYSSON	1027-57-093TW	Trademark	Pending	108008077	2/12/2019
Abbysson Living LLC	ABBYSSON LIVING	1027-57-094HK	Trademark	Pending	304788901	1/1/2019
Abbysson Living LLC	ABBYSSON LIVING	1027-57-094MP	Trademark: Madrid	Pending		1/10/2019
Abbysson Living LLC	ABBYSSON LIVING	1027-57-094MY	Trademark	Pending	2019002326	1/22/2019
Abbysson Living LLC	ABBYSSON LIVING	1027-57-094TW	Trademark	Pending	108008076	2/12/2019
Abbysson Living LLC	ABBYSSKY	1027-57-095HK	Trademark	Pending	304788910	1/1/2019
Abbysson Living LLC	ABBYSSKY	1027-57-095MP	Trademark: Madrid	Pending		1/10/2019
Abbysson Living LLC	ABBYSSKY	1027-57-095MY	Trademark	Pending	2019002329	1/22/2019
Abbysson Living LLC	ABBYSSKY	1027-57-095TW	Trademark	Pending	108008075	2/12/2019