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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM583826

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arhaus, LLC		06/25/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wingspire Capital LLC, as Administrative Agent	
Street Address:	13010 Morris Road, Bldg One, Suite 175	
City:	Alpharette	
State/Country:	GEORGIA	
Postal Code:	30004	
Entity Type:	Limited Liability Company: GEORGIA	

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark	
Serial Number:	75923426	ARHAUS	
Serial Number:	74272332	ARHAUS FURNITURE	
Serial Number:	87140532	ARHAUS YOUR HOME	
Serial Number:	77136639	FURNISHING A BETTER WORLD	
Serial Number:	86122896	GREENHAUS	
Registration Number:	4782690	ARHAUS TABLE	
Registration Number:	4710396	ARHAUS THE LOFT	

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: 678-533-2204

Email: miguelesm@gtlaw.com
Correspondent Name: Michelle Migueles
Address Line 1: 33363 Piedmont Road

Address Line 2: Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER:	Michelle Migueles
SIGNATURE:	/Michelle Migueles/

TRADEMARK
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Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 25, 2020 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, this "<u>Agreement</u>"), among ARHAUS, LLC ("<u>Grantor</u>"), and WINGSPIRE CAPITAL LLC, as Administrative Agent (in such capacity, the "<u>Administrative Agent</u>").

Reference is made to (a) that certain Credit Agreement, dated as of June 25, 2020, by and among ARHAUS, LLC, a Delaware limited liability company (the "Company"), the Subsidiaries of the Company from time to time party thereto as "Borrowers" (the Company, together with such subsidiaries each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the Subsidiaries of the Company from time to time party thereto as "Guarantors" (each, a "Guarantor" and collectively, the "Guarantors"), the financial institutions from time to time party thereto as "Lenders" (each, a "Lender" and, collectively, the "Lenders"), and the Administrative Agent (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), and (b) that certain Security Agreement, dated as of June 25, 2020, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

- 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.
- 2. <u>Grant of Security Interest</u>. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "<u>Trademark Collateral</u>"):
- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),
 - (b) all reissues, continuations, extensions and renewals thereof and amendments thereto,
 - (c) all goodwill associated therewith or symbolized by any of the foregoing,
- (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

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- (e) all other assets, rights and interests that uniquely reflect or embody such goodwill.
- 3. <u>Security Agreement</u>. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.
- 4. <u>Counterparts</u>. This 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 of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.
- 5. <u>Governing Law</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Continued on the following page.]

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IN WITNESS WHEREOF, the parties bereto have duly executed this Trademark Security Agreement as of the day and year first above written.

ARHAUS, LLC,

a Delaware limited liability company

Name: Dawn Philipson

Title: Chief Financial Officer

[ARHAUS—TRADEMARK SECURITY AGREEMENT]

WINGSPIRE CAPITAL LLC, as Administrative

Agent

Title: President and Chief Operating Officer

[ARHAUS-TRADEMARK SECURITY AGREEMENT]

TRADEMARK REEL: 006984 FRAME: 0978

SCHEDULE I

TRADEMARKS

Mark	Jurisdiction	Reg. No.	Reg. Date	Serial No.	Filing Date
ARHAUS	US	2,419,269	01/09/2001	75/923426	02/19/2000
ARHAUS FURNITURE	US	1,743,196	12/29/1992	74/272332	05/04/1992
	US	4,782,690	07/28/2015	88/122760	11/19/2013
ARHAUS THE LOFT	US	4,710,396	03/31/2015	88/078955	09/30/2013
ARHAUS YOUR HOME	US	5,239,896	07/11/2017	87/140532	08/17/2016
FURNISHING A BETTER WORLD	US	3,731,810	12/29/2009	77/136639	03/21/2007
GREENHAUS	US	4,560,147	07/01/2014	86/122896	11/19/2013
ARHAUS	Canada	1,017,731	03/20/2019	1798661	08/26/2016

Trade Names:

Trade Name	Reg. No.	Reg. Date	Renewal Date
ARHAUS	RN 191856	09/12/1994	09/12/2014
ARHAUS	1241395	07/02/2001	07/02/2016
FURNITURE			

Domain Names - Blocked:

Blocked Domain	Reg. Date	Renewal Date	
ARHAUS.XXX	12/01/2011	12/01/2021	

Domain Names:

Domain Name	Registration	Expiration Date	Registrar
	Date		
arhaus.com	12/12/1996	12/10/2020	GoDaddy (480-505-8877)
arhaus.info	5/22/2016	06/17/2023	GoDaddy (480-505-8877)
arhaus.net	12/11/2003	12/10/2020	GoDaddy (480-505-8877)
arhausfurniture.com	11/18/2003	11/18/2020	GoDaddy (480-505-8877)
arhausfurniture.net	3/11/2005	3/11/2021	GoDaddy (480-505-8877)
arhausshelter.com	12/11/2003	12/11/2022	GoDaddy (480-505-8877)
arhausshelter.net	12/11/2003	12/11/2022	GoDaddy (480-505-8877)
deliveryarhaus.com	10/24/2013	10/24/2020	GoDaddy (480-505-8877)
engagearhaus.com	10/24/2013	10/24/2020	GoDaddy (480-505-8877)

shoparhaus.com	10/24/2013	10/24/2020	GoDaddy (480-505-8877)
arhauscares.org	4/6/2017	4/6/2021	GoDaddy (480-505-8877)
arhausfurniture.org	4/6/2017	4/6/2021	GoDaddy (480-505-8877)
arhausfurniturereview.com	4/5/2017	4/5/2021	GoDaddy (480-505-8877)
arhausfurniturereview.org	4/6/2017	4/6/2021	GoDaddy (480-505-8877)
arhausfurniturescam.com	4/5/2017	4/5/2021	GoDaddy (480-505-8877)
arhausfurniturescam.org	4/6/2017	4/6/2021	GoDaddy (480-505-8877)
arhausreview.com	4/5/2017	4/5/2021	GoDaddy (480-505-8877)
arhausreview.org	4/6/2017	4/6/2021	GoDaddy (480-505-8877)
arhausreviews.com	4/5/2017	4/5/2021	GoDaddy (480-505-8877)
arhausreviews.org	4/6/2017	4/6/2021	GoDaddy (480-505-8877)
arhausscam.com	4/5/2017	4/5/2021	GoDaddy (480-505-8877)
arhausscam.org	4/6/2017	4/6/2021	GoDaddy (480-505-8877)
arhouzz.com	1/21/2011	1/21/2021	GoDaddy (480-505-8877)
arhaussucks.com	05/17/2018	05/17/2021	GoDaddy (480-505-8877)
arhaussucks.info	05/17/2018	05/17/2021	GoDaddy (480-505-8877)
arhaussucks.net	05/17/2018	05/17/2021	GoDaddy (480-505-8877)
arhaussucks.org	05/17/2018	05/17/2021	GoDaddy (480-505-8877)
arhausucks.com	05/17/2018	05/17/2021	GoDaddy (480-505-8877)
arhausucks.info	05/17/2018	05/17/2021	GoDaddy (480-505-8877)
arhausucks.net	05/17/2018	05/17/2021	GoDaddy (480-505-8877)
arhausucks.org	05/17/2018	05/17/2021	GoDaddy (480-505-8877)
engagearhaus.online	04/02/2018	04/02/2021	GoDaddy (480-505-8877)
ourhouse.furniture	04/02/2018	04/02/2021	GoDaddy (480-505-8877)
tbarhaus.com	12/14/2017	12/14/2020	GoDaddy (480-505-8877)
arhaus.biz	07/03/2019	07/03/2020	GoDaddy (480-505-8877)
arhaus.furniture	07/03/2019	07/03/2020	GoDaddy (480-505-8877)
arhaus.org	07/03/2019	07/03/2020	GoDaddy (480-505-8877)
arhaus.store	07/03/2019	07/03/2020	GoDaddy (480-505-8877)
arhaus.us	07/03/2019	07/03/2020	GoDaddy (480-505-8877)

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RECORDED: 06/30/2020