

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584507

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Old Time Pottery, LLC		07/02/2020	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Second Avenue Capital Partners LLC		
Street Address:	75 Second Avenue		
Internal Address:	Suite 550		
City:	Needham		
State/Country:	MASSACHUSETTS		
Postal Code:	02494		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5509085	THE PLACE FOR HEART AND HOME	
Registration Number:	5752516	THE HOME STORE WITH MORE	
Registration Number:	5147250	I L VE THIS PLACE!	
Registration Number:	2539336	STYLE FOR LESS!	
Registration Number:	2570774	HAY STACKS	
Registration Number:	2619536	HAY STACKS	
Registration Number:	2572796	HAY STACKS	
Registration Number:	2572795	HAY STACKS	
Registration Number:	2544071	HAY STACKS	
Registration Number:	2570773	ELVES AT WORK	
Registration Number:	2699175	ELVES AT WORK	
Registration Number:	2699174	ELVES AT WORK	
Registration Number:	2570772	ELVES AT WORK	
Registration Number:	2544070	ELVES AT WORK	
Registration Number:	2389128	OLD TIME POTTERY	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 6172484000

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: 617-248-5000

Email: tmadmin@choate.com

Correspondent Name: Daniel L. Scales

Address Line 1: Two International Place

Address Line 2: Choate, Hall & Stewart, LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2013024-0009
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NAME OF SUBMITTER:	Daniel L. Scales
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SIGNATURE:	/daniel l. scales/
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DATE SIGNED:	07/02/2020
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Total Attachments: 4

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GRANT OF SECURITY INTEREST
IN TRADEMARKS

July 2, 2020

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the undersigned (the "Grantor"), hereby grants SECOND AVENUE CAPITAL PARTNERS LLC, having an office at 75 Second Avenue, Suite 550, Needham, Massachusetts 02494, in its capacity as administrative agent and collateral agent for certain secured parties, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Agent"), a continuing security interest in and lien upon the following (except as such may be considered Excluded Property under the Security Agreement): (i) all of the Grantor's right, title and interest in, to and under the trademarks, service marks, trademark registrations, and service mark registrations set forth on Schedule A attached hereto (collectively, the "Marks"); (ii) all proceeds and products of the Marks; (iii) the goodwill of the businesses with which the Marks are associated; and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

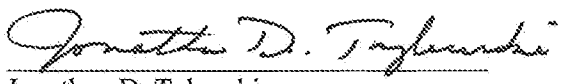
THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Grant") has been granted in conjunction with the security interest granted to the Agent under the Security Agreement by and among the Grantor, the Agent, and others, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

This Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor. The rights and remedies of the Agent with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Grant of Security Interest in Trademarks to be duly executed and delivered by their duly authorized officers as of the date first above written.

OLD TIME POTTERY, LLC, as Grantor

By: 
Name: Jonathan D. Tyburski
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006987 FRAME: 0690

**SECOND AVENUE CAPITAL PARTNERS LLC, as
Agent**

By: *Andrew F. Prunier*
Name: Andrew Prunier
Title: Managing Director

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NUMBER/APPLICATION NUMBER</u>	<u>REGISTRATION DATE/APPLICATION DATE</u>
THE PLACE FOR HEART AND HOME	5509085	07/03/18
THE HOME STORE WITH MORE	5752516	05/14/19
XXXXXXXXXX	5147250	02/21/17
STYLE FOR LESS!	2539336	02/19/02
HAY STACKS	2570774	05/21/02
HAY STACKS	2619536	09/17/02
HAY STACKS	2572796	05/28/02
HAY STACKS	2572795	05/28/02
HAY STACKS	2544071	03/05/02
ELVES AT WORK	2570773	05/21/02
ELVES AT WORK	2699175	03/25/03
ELVES AT WORK	2699174	03/25/03
ELVES AT WORK	2570772	05/21/02
ELVES AT WORK	2544070	03/05/02
OLD TIME POTTERY	2389128	09/26/00