

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601986

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A.B.C. Home Furnishings, Inc.		10/01/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Gerber Finance Inc.		
Street Address:	8 West 40th Street		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	4536397	ABC COCINA	
Registration Number:	5261464	ABCV	
Registration Number:	3954573	ABC KITCHEN	
Registration Number:	4244548	ABC KITCHEN	
Registration Number:	4896060	ABCMKT	
Registration Number:	4517115	ABC HOME & PLANET FOUNDATION	
Registration Number:	3576219	MISSIONMARKET	
Registration Number:	3717356	ABC HOME & PLANET	
Registration Number:	4248450	ABC KITCHEN	
Registration Number:	4400359	ABCDNA	
Registration Number:	2394540	ABC	
Registration Number:	4126020	ABCDNA	
Registration Number:	3408902	GROUNDED	
Registration Number:	4719551	ABC HOME	
Registration Number:	4747704	IRVING PLACE	
Registration Number:	4688763	COBBLE HILL	
Registration Number:	3090125	GIFTS OF COMPASSION	
Registration Number:	5935212	ABC PURE	

CH \$565.00 4536397

Property Type	Number	Word Mark
Registration Number:	3508470	LOVE IN ACTION
Registration Number:	5590473	GOODWOOD
Serial Number:	88183143	PURE SEATING COLLECTION
Serial Number:	87052914	GOODWOOD

CORRESPONDENCE DATA

Fax Number: 2024083141
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: 2024083141
Email: jean.paterson@cscglobal.com
Correspondent Name: CSC
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	452158
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	10/09/2020

Total Attachments: 16
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 1, 2020, is made by A.B.C. HOME FURNISHINGS, INC., a New York corporation (“Grantor”) with an address of 888 Broadway, New York, NY 10003 in favor of GERBER FINANCE INC., a New York corporation (“Lender”) with an address of 8 West 40th Street, 14th Floor, New York, NY 10018.

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, A.B.C. Carpet Co., Inc. and A.B.C. Oriental Carpets, Inc. (together with the Grantor, the “Borrowers”) and Lender (as from time to time amended, restated, supplemented or otherwise modified, the “Loan Agreement”), Lender has agreed to make the Loans for the benefit of Borrowers; and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property Security Agreement;

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

Section 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(a) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, and each Trademark License; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, and (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent or Trademark except as set forth in Schedule I and Schedule II, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor’s Patents and Trademarks and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of

Grantor all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

Section 4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Lender promptly if it knows or has reason to know that any application or registration relating to any Patent or Trademark (now or hereafter existing) material to the operation of any Borrowers' business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding Grantor's ownership of any material Patent or Trademark, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent or Trademark, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the material Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral material to the operation of any Borrowers' business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent

conveyance,” or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

Section 8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

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

A.B.C. HOME FURNISHINGS, INC.

By: AR
Name: Aaron Rose
Title: Chief Executive Officer

ACCEPTED and ACKNOWLEDGED by:

GERBER FINANCE INC.

By: _____
Name: Jennifer Palmer
Title: Chief Executive Officer

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

A.B.C. HOME FURNISHINGS, INC.

By: _____

Name: Aaron Rose

Title: Chief Executive Officer

ACCEPTED and ACKNOWLEDGED by:

GERBER FINANCE INC.

By:  _____

Name: Jennifer Palmer

Title: Chief Executive Officer

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

2. PATENT APPLICATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

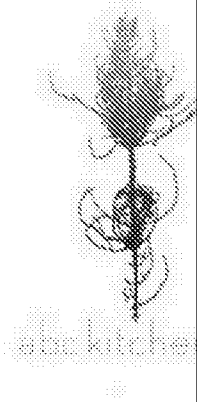
3. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. TRADEMARK REGISTRATIONS

TRADEMARK	COUNTRY	DATE FILED	REG. NO.	REG. DATE	CLASS - GOODS/SERVICES
ABC COCINA	US	Aug 2, 2013	4536397	May 27, 2014	43 - restaurant services
ABCV	US	Jun 19, 2014	5261464	Aug 8, 2017	43 - Restaurant services
ABC KITCHEN	US	Aug 31, 2010	3954573	May 3, 2011	43 - Restaurant services
ABC KITCHEN & Design 	US	Sep 22, 2011	4244548	Nov 20, 2012	35 - retail store services featuring culinary equipment, housewares, kitchenware, cookware, glassware, home accessories, lamps and lighting fixtures, furniture, flatware and serving utensils, namely, knives, forks, and spoons, salad tongs, ice tongs, non-electric fruit and vegetable peelers, parers, cherry pitters, zesters, apple corers, cheese slicers, pizza cutters, kitchen mallets, dinnerware, namely, dishes, platters, plates, bowls, cups, saucers, service platters, and mugs, cookware, namely, skillets, pots, pans, dutch ovens, and covers therefor, household utensils, namely, pan scrapers, rolling pins, spatulas, turners, whisks, cooking spoons, cooking forks, tongs, graters, strainers, sieves, wine openers, ladles, potato mashers and corkscrews, utensils for mincing, grinding

TRADEMARK	COUNTRY	DATE FILED	REG. NO.	REG. DATE	CLASS - GOODS/SERVICES
					and straining foods, namely, beaters, mixers, strainers, mashers, colanders, and garlic presses, decorative ceramic, glass, and wooden bowls, trivets, trays, spice racks, wine racks, candlesticks and candleholders not of precious metal, napkin holders, napkin rings, salt and pepper mills, and vases 43 - restaurant services
ABC KITCHEN	European Union and United Kingdom	Nov 24, 2011	E.U. Reg. No. 010443935 U.K. Reg. No. TBD	May 18, 2012	29 - Meat, fish, poultry and game; Meat extracts; Preserved, frozen, dried and cooked fruits and vegetables; Jellies, jams, compotes; Eggs, milk and milk products; Edible oils and fats; cooking and salad oils; fruit spreads; jellies; jams; marmalades; olive oil. 30 - Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; Flour and preparations made from cereals, bread, pastry and confectionery, ices; Honey, treacle; Yeast, baking- powder; Salt, mustard; Vinegar, sauces (condiments); Spices; Ice; sauces; condiments; relishes; seasonings; baked goods.

TRADEMARK	COUNTRY	DATE FILED	REG. NO.	REG. DATE	CLASS - GOODS/SERVICES
					<p>33 - Alcoholic beverages (except beers); wine.</p> <p>35 - Advertising; Business management; Business administration; Office functions; retail store services featuring culinary equipment, kitchenware, cookware, glassware, lamps and lighting fixtures, furniture; retail store services featuring flatware and serving utensils, namely, knives, forks, and spoons, salad tongs, ice tongs; retail store services featuring non- electric fruit and vegetable peelers, parers, cherry pitters, zesters, apple corers, cheese slicers, pizza cutters, kitchen mallets; retail store services featuring dinnerware, namely, dishes, platters, plates, bowls, cups, saucers, service platters, and mugs; retail store services featuring cookware, namely, skillets, pots, pans, dutch ovens, and covers therefor, household utensils, namely, pan scrapers, rolling pins, spatulas, turners, whisks, cooking spoons, cooking forks, tongs, graters, strainers, sieves, wine openers, ladles, potato mashers and corkscrews; retail store services featuring</p>

TRADEMARK	COUNTRY	DATE FILED	REG. NO.	REG. DATE	CLASS - GOODS/SERVICES
					<p>utensils for mincing, grinding and straining foods, namely, beaters, mixers, strainers, mashers, colanders, and garlic presses; retail store services featuring decorative ceramic, glass, and wooden bowls, trivets, trays, spice racks, wine racks, candlesticks and candleholders not of precious metal, napkin holders, napkin rings, salt and pepper mills, vases; retail store services featuring cooking and salad oils, fruit spreads, jellies, jams, marmalades, olive oil, sauces, condiments, relishes, seasonings, baked good, wine.</p> <p>43 - Services for providing food and drink; Temporary accommodation; restaurant services</p>
ABCMKT	US	Sep 30, 2013	4896060	Feb 2, 2016	<p>35 - retail gourmet food market; retail store services featuring culinary equipment, housewares, kitchenware, cookware, glassware, home accessories, lamps and lighting fixtures, furniture, flatware and serving utensils, salad tongs, ice tongs, non-electric fruit and vegetable peelers, parers, cherry pitters, zesters, apple corers,</p>

TRADEMARK	COUNTRY	DATE FILED	REG. NO.	REG. DATE	CLASS - GOODS/SERVICES
					<p>cheese slicers, pizza cutters, kitchen mallets, dinnerware, cookware, household utensils, utensils for mincing, grinding and straining foods, decorative ceramic, glass, and wooden bowls, trivets, trays, spice racks, wine racks, candlesticks and candleholders not of precious metal, napkin holders, napkin rings, salt and pepper mills, and vases; retail store services featuring kitchen appliances; retail store services featuring cutlery; retail store services featuring kitchen gadgets; retail store services featuring table linens</p> <p>41 - educational cooking demonstrations; entertainment in the nature of cooking demonstrations</p> <p>43 - restaurant services; restaurant services provided in a food court; snackbars; catering; take-out restaurant services</p>
ABC HOME & PLANET FOUNDATION	US	Feb 12, 2013	4517115	Apr 22, 2014	36 - charitable fund raising; eleemosynary services, namely, providing funding and monetary relief for entrepreneurial training, healthcare, environmental stewardship, and

TRADEMARK	COUNTRY	DATE FILED	REG. NO.	REG. DATE	CLASS - GOODS/SERVICES
					human rights for children and families worldwide
MISSIONmarket	US	May 19, 2005	3576219	Feb 17, 2009	41 - Charitable services, namely, providing educational information describing environmental, social services, and human right organizations worldwide and organizations that receive funding and monetary relief
ABC HOME & PLANET	US	Mar 13, 2008	3717356	Dec 1, 2009	35 - Retail store services featuring gifts and accessories, decorative pillows and throws, lighting, sheets, pillows, comforters, blankets, towels, bath accessories, beds, furniture, home furnishings, upholstery, energy-saving and environmentally-friendly products
ABC KITCHEN	US	Jul 29, 2011	4248450	Nov 27, 2012	35 - retail store services featuring culinary equipment, housewares, kitchenware, cookware, glassware, home accessories, lamps and lighting fixtures, furniture, flatware and serving utensils, namely, knives, forks, and spoons, salad tongs, ice tongs, non-electric fruit and vegetable peelers, parers, cherry pitters, zesters, apple corers, cheese slicers, pizza cutters, kitchen mallets, dinnerware, namely,

TRADEMARK	COUNTRY	DATE FILED	REG. NO.	REG. DATE	CLASS - GOODS/SERVICES
					dishes, platters, plates, bowls, cups, saucers, service platters, and mugs, cookware, namely, skillets, pots, pans, dutch ovens, and covers therefor, household utensils, namely, pan scrapers, rolling pins, spatulas, turners, whisks, cooking spoons, cooking forks, tongs, graters, strainers, sieves, wine openers, ladles, potato mashers and corkscrews, utensils for mincing, grinding and straining foods, namely, beaters, mixers, strainers, mashers, colanders, and garlic presses, decorative ceramic, glass, and wooden bowls, trivets, trays, spice racks, wine racks, candlesticks and candleholders not of precious metal, napkin holders, napkin rings, salt and pepper mills, and vases
ABCDNA	US	Jun 4, 2009	4400359	Sep 10, 2013	35 - Retail store services featuring mattresses, bathroom accessories, rugs
ABC	US	Jul 24, 1997	2394540	Nov 17, 2000	35 - retail store services, featuring bedding, bathroom accessories, linens, furniture and home furnishings
ABCDNA	US	Jun 4, 2009	4126020	Apr 10, 2012	35 - retail store services featuring furniture, home furnishings, bedding, linens, home accessories, accessories, and jewelry

TRADEMARK	COUNTRY	DATE FILED	REG. NO.	REG. DATE	CLASS - GOODS/SERVICES
GROUNDLED	US	Aug 30, 2007	3408902	Apr 8, 2008	20 – Furniture
ABC HOME	US	Aug 11, 2014	4719551	Apr 14, 2015	35 - retail store services featuring bedding, bath accessories, linens, furniture, home furnishings, gifts and accessories, decorative pillows and throws, lighting, towels, upholstery, tabletop items, gourmet food, kitchenware, jewelry, apparel and fashion accessories, candles, beauty products, personal care products
IRVING PLACE	US	Oct 13, 2014	4747704	Jun 2, 2015	20 - Furniture
COBBLE HILL	US	Jul 25, 2014	4688763	Feb 17, 2015	20 - Furniture
GIFTS OF COMPASSION	US	May 19, 2005	3090125	May 9, 2006	36 - charitable fund raising; eleemosynary services, namely, providing funding and monetary relief for entrepreneurial training, healthcare, environmental stewardship, and human rights for children and families worldwide
ABC PURE	US	Nov 6, 2018	5935212	Dec 17, 2019	20 - Furniture
LOVE IN ACTION	US	Mar 3, 2008	3508470	Sep 30, 2008	36 - Charitable fundraising, eleemosynary services, namely, providing funding and monetary relief for entrepreneurial training, healthcare, environmental stewardship, and human rights for children and families This

TRADEMARK	COUNTRY	DATE FILED	REG. NO.	REG. DATE	CLASS - GOODS/SERVICES
GOODWOOD	US	May 27, 2016	5590473	Oct 23, 2018	21 - Household utensils, namely, cooking and serving spoons, cooking and serving forks; tongs, spatulas, spreaders, cutting boards, serving platters, serving bowls, plates, bowls

2. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Country</u>	<u>Date Filed</u>	<u>App. No.</u>	<u>Class – Goods/Services</u>
PURE SEATING COLLECTION	US	Nov 6, 2018	88/183143	20 - Furniture
GOODWOOD	US	May 27, 2016	87/052914	8 - Cutlery, namely, forks, spoons, chopsticks 20 - Furniture; picture frames 28 - Push toys, mechanical toys, toy houses, toy building blocks; toy construction sets .

3. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		