

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
URM Stores, Inc.		12/21/2020	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	115 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5679895	DOC MERCHANT	
Registration Number:	5699385	MERCHANT'S CRAFT	
Registration Number:	5655777	MERCHANT'S CRAFT	
Registration Number:	5592307	MERCHANT'S CRAFT	
Registration Number:	4121334	CENTERPLACE MARKET	
Registration Number:	4281043		
CORRESPONDENCE DATA			
Fax Number:	8888295817		
<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:	3122883586		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	Nancy Helm Brown		
Address Line 1:	2929 Allen Pkwy		
Address Line 2:	Suite 3300		
Address Line 4:	Houston, TEXAS 77019		
NAME OF SUBMITTER:	Gregory T. Pealer		
SIGNATURE:	/Gregory T. Pealer/		
DATE SIGNED:	12/22/2020		

OP \$165.00 5679895

Total Attachments: 7

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TRADEMARK COLLATERAL AGREEMENT

This 21st day of December, 2020, URM STORES, INC., a Washington corporation (“*Debtor*”) with its principal place of business and mailing address at 7511 N. Freya, P.O. Box 3365, Spokane, Washington 99220-3365, 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 Bank of Montreal, a Canadian chartered bank acting through its Chicago branch with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, as administrative agent for the benefit of the Secured Creditors (as defined in the Security Agreement referenced below), and its successors and assigns (“*Secured Party*”), and grants to Secured Party a continuing security interest in and to all of the right, title and interest of Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time, the following property:

(i) Each trademark, trademark registration and trademark application and all extensions and renewals thereof; listed on Schedule A-1 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) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, trademark application or trademark license listed on Schedule A-1 or A-2 hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, trademark application or trademark license, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of December 22, 2015 among Debtor, the other “Debtors” party thereto from time to time and Secured Party as administrative agent (as 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 Secured Party 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 Secured Party on such Intent-To-Use Application as collateral security for the Secured 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 Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses 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. The rights and remedies of the Secured Party with respect to the Collateral described herein are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

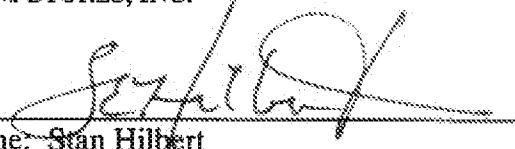
Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Secured Party.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Agreement as of the date set forth above.

URM STORES, INC.

By: 
Name: Stan Hilbert
Title: Secretary

[Signature Page to Trademark Agreement]

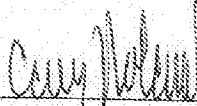
TRADEMARK
REEL: 007143 FRAME: 0359

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

URM STORES, INC.

By _____
Name: _____
Its: _____

BANK OF MONTREAL

By  _____
Name: Corey Noland
Title: Director

SCHEDULE A-1

TO TRADEMARK COLLATERAL AGREEMENT

INTELLECTUAL PROPERTY RIGHTS

TRADEMARKS

Grantor	Description	Registration Number	Expiration Date
URM Stores, Inc.	DOC MERCHANT	5679895	February 19, 2019
URM Stores, Inc.	MERCHANT'S CRAFT	5699385	March 12, 2019
URM Stores, Inc.	MERCHANT'S CRAFT	5655777	January 15, 2019
URM Stores, Inc.	MERCHANT'S CRAFT	5592307	October 23, 2018
URM Stores, Inc.	CENTERPLACE MARKET (WORDS)	4121334	April 3, 2012
URM Stores, Inc.	DESIGN MARK	4281043	January 29, 2013

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.