

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM620146

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900584076		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Online Stores, LLC		11/30/2020	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	First National Bank of Pennsylvania		
Street Address:	One North Shore Center		
Internal Address:	12 Federal Street, Suite 500		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15212		
Entity Type:	National Banking Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4125184	SUPER KNIT	
Registration Number:	4125292	SUPER KNIT	
Registration Number:	4125181	SUPER TOUGH	
Registration Number:	3005368	SAFETY GIRL	
Registration Number:	3650611	RUGGED BLUE	
Registration Number:	3871875	ENGLISH TEA STORE ONLINE STORES.COM	
Registration Number:	3762143	UNITED STATES FLAG STORE	
Registration Number:	5362708	LUMEGEN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	412-281-5423		
Email:	tferguson@smgglaw.com		
Correspondent Name:	Strassburger McKenna Gutnick & Gefsky		
Address Line 1:	Four Gateway Center 444 Liberty Avenue		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		

ATTORNEY DOCKET NUMBER:	11805-00025
NAME OF SUBMITTER:	Tammy A. Ferguson
SIGNATURE:	/S/ Tammy A. Ferguson
DATE SIGNED:	01/13/2021

Total Attachments: 12

source=IP Security Agreement#page1.tif
source=IP Security Agreement#page2.tif
source=IP Security Agreement#page3.tif
source=IP Security Agreement#page4.tif
source=IP Security Agreement#page5.tif
source=IP Security Agreement#page6.tif
source=IP Security Agreement#page7.tif
source=IP Security Agreement#page8.tif
source=IP Security Agreement#page9.tif
source=IP Security Agreement#page10.tif
source=IP Security Agreement#page11.tif
source=IP Security Agreement#page12.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**IP Security Agreement**"), is made as of this 30th day of November, 2020 (the "**Effective Date**"), by and between **ONLINE STORES, LLC** a Pennsylvania Limited Liability Company with an address of 1000 Westinghouse Drive New Stanton, Pennsylvania 15672 (the "**Grantor**"), and **FIRST NATIONAL BANK OF PENNSYLVANIA**, a national banking association with an address of One North Shore Center, 12 Federal St., Suite 500 Pittsburgh, Pennsylvania 15212, or its assigns (the "**Secured Party**", and together with the Grantor, the "**Parties**").

A. The Grantor and Secured Party have entered into a Credit Agreement dated of even date herewith (the "**Credit Agreement**").

B. As a condition precedent to the making of the Loan by the Secured Party under the Credit Agreement, Grantor has executed and delivered to the Secured Party that certain Security Agreement dated of even date herewith, made by and among the Grantor and Secured Party (the "**Security Agreement**").

C. Under the terms of the Security Agreement, the Grantor has granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor.

D. This IP Security Agreement is given by Grantor in favor of the Secured Party as additional security to secure the payment and performance of all of the Secured Obligations.

E. It is a condition to the obligation of the Secured Party to make the Loan under the Credit Agreement, that Grantor executes and delivers the applicable Loan Documents, including this IP Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Secured Party hereby agree as follows:

1. **Definitions.**

(a) Sections and Schedules. Unless otherwise specified herein, all references to Sections and Schedules herein are to Sections and Schedules of this IP Security Agreement.

(b) UCC Definitions. Unless otherwise defined herein or in the Loan Documents, terms used herein that are defined in the UCC shall have the meanings assigned to them in the UCC. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9.

(c) Certain Definitions in Other Loan Documents. Capitalized terms used and not otherwise defined herein shall have the meanings respectively assigned to them in the other applicable Loan Documents.

(d) Interpretation. Unless otherwise specified herein, the word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth

herein or in any other Loan Document), (ii) any reference herein to any person shall be construed to include such person's successors and assigns, and (iii) any reference to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any Law or regulation shall, unless otherwise specified, refer to such Law or regulation as amended, modified or supplemented from time to time. In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(e) Singular and Plural Terms. Each definition in this IP Security Agreement or any other Loan Document using a singular capitalized term or other word or phrase also shall apply to the plural form of such term, word or phrase, and vice versa, and all references to the masculine gender shall include reference to the feminine or neuter gender, and vice versa, in each case as the context may permit or require.

(f) Pronouns. Each use in this IP Security Agreement or any other Loan Document of a neutral pronoun shall be deemed to include references to the masculine and feminine variations thereof, and vice versa, and a singular pronoun shall be deemed to include a reference to the plural variation thereof, and vice versa, in each case as the context may permit or require.

(g) Including. The term "including" shall mean "including (without limitation)", whether or not so stated. The terms "including", "including, but not limited to", "including (without limitation)" and similar phrases (i) mean that the items specifically listed after such term are examples of the provision preceding such term and are not intended to be all inclusive, (ii) shall not in any way limit (or be deemed or construed to limit) the generality of the provision preceding such term, and (iii) shall not in any way preclude (or be deemed or construed to preclude) any other applicable item encompassed by the provision preceding such term.

2. Grant of Security Interest. As pledged collateral security for the payment and performance in full of all the Secured Obligations, Grantor hereby pledges and grants to the Secured Party, and hereby creates a continuing First Priority Lien and security interest in favor of the Secured Party in and to all of the right, title and interest of Grantor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**IP Collateral**"):

(a) the Patents set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto;

(b) the Trademarks set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof;

(c) the Copyrights and copyright registrations and applications exclusively licensed to each Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof;

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all Claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and Claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement,

dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. **Recordation.** Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

4. **Loan Documents.** This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Revolving Credit Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

5. **Miscellaneous.**

(a) **Secured Party Appointed Attorney-in-Fact.** The Grantor hereby appoints the Secured Party the Grantor's limited attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time during the continuance of an Event of Default in the Secured Party's discretion to take any action and to execute any instrument which the Secured Party may deem reasonably necessary or advisable to accomplish the purposes of this IP Security Agreement (but the Secured Party shall not be obligated to and shall have no liability to the Grantor or any third party for failure to do so or take action). This appointment, being coupled with an interest, shall be irrevocable. The Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. Grantor hereby acknowledges and agrees that the power of attorney granted herein is not intended for the benefit of Grantor but rather Secured Party, and Grantor further acknowledges and agrees that Secured Party shall have no obligations or duties to the Grantor under 20 Pa.C.S.A. §5601 *et seq.*, as amended, including without limitation 20 Pa.C.S.A §5601.3(b), as amended, all such obligations and duties being hereby expressly and knowingly waived by Grantor.

(b) **Secured Party May Perform.** If the Grantor fails to perform any obligation contained in this IP Security Agreement, the Secured Party may itself perform, or cause performance of, such obligation, and the reasonable expenses of the Secured Party incurred in connection therewith shall be payable by the Grantor; provided that the Secured Party shall not be required to perform or discharge any obligation of the Grantor.

(c) **Reasonable Care.** The Secured Party shall have no duty with respect to the care and preservation of the Collateral beyond the exercise of reasonable care. The Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Secured Party accords its own property, it being understood that the Secured Party shall not have any responsibility for (a) ascertaining or taking action with respect to any Claims, the nature or sufficiency of any payment or performance by any party under or pursuant to any agreement relating to the Collateral or other matters relative to any Collateral, whether or not the Secured Party has or is deemed to have knowledge of such matters, or (b) taking any necessary steps to preserve rights against any parties with respect to any Collateral. Nothing set forth in this IP Security Agreement, nor the exercise by the Secured Party of any of the rights and remedies hereunder, shall relieve the Grantor from the performance of any obligation on the Grantor's part to be performed or observed in respect of any of the Collateral.

(d) **No Waiver and Cumulative Remedies.** The Secured Party shall not by any act (except by a written instrument pursuant to the Credit Agreement), delay, indulgence, omission or otherwise

be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by Law.

(e) SECURITY INTEREST ABSOLUTE. The Grantor hereby waives demand, notice, protest, notice of acceptance of this IP Security Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. All rights of the Secured Party and Liens and security interests hereunder, and all Secured Obligations of the Grantor hereunder, shall be absolute and unconditional irrespective of:

(i) any illegality or lack of validity or enforceability of any Secured Obligation or any related agreement or instrument;

(ii) any change in the time, place or manner of payment of, or in any other term of, the Secured Obligations, or any rescission, waiver, amendment or other modification of the Credit Agreement, this IP Security Agreement, the Loan Documents or any other agreement, including any increase in the Secured Obligations resulting from any extension of additional credit or otherwise;

(iii) any taking, exchange, substitution, release, impairment or non-perfection of any Collateral or any other Collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for all or any of the Secured Obligations;

(iv) any manner of sale, disposition or application of proceeds of any Collateral or any other Collateral or other assets to all or part of the Secured Obligations;

(v) any default, failure or delay, willful or otherwise, in the performance of the Secured Obligations;

(vi) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, the Grantor against the Secured Party; or

(vii) any other circumstance (including, without limitation, any statute of limitations) or manner of administering the Loan or any existence of or reliance on any representation by the Secured Party that might vary the risk of the Grantor or otherwise operate as a defense available to, or a legal or equitable discharge of, the Grantor or any other Grantor, guarantor or surety.

(f) Continuing Security Interest; Further Actions. This IP Security Agreement shall create a continuing First Priority Lien and security interest in the Collateral and shall (a) remain in full force and effect until payment and performance in full of the Secured Obligations, (b) be binding upon the Grantor, its successors and assigns, and (c) inure to the benefit of the Secured Party and its successors, transferees and assigns; provided that the Grantor may not assign or otherwise transfer any of its rights or obligations under this IP Security Agreement without the prior written consent of the Secured Party. Without limiting the generality of the foregoing clause (c), any assignee of the Secured Party's interest in any agreement or document which includes all or any of the Secured Obligations shall, upon assignment, become vested with all the benefits granted to the Secured Party herein with respect to such Secured Obligations.

(g) Termination; Release. On the date on which all Secured Obligations have been paid and performed in full, the Secured Party will, at the request and sole expense of the Grantor, (a) duly assign, transfer and deliver to or at the direction of the Grantor (without recourse and without any representation or warranty) such of the Collateral as may then remain in the possession of the Secured Party, together with any monies at the time held by the Secured Party hereunder, and (b) execute and deliver to the Grantor a proper instrument or instruments acknowledging the satisfaction and termination of this IP Security Agreement.

(h) Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AND SECURED PARTY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS IP SECURITY AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, OR ANY OF THE TRANSACTIONS RELATED TO ANY OF THE LOAN DOCUMENTS. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY GRANTOR. AND GRANTOR ACKNOWLEDGES THAT NEITHER SECURED PARTY NOR ANY PERSON ACTING ON BEHALF THEREOF HAS OR HAVE MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. GRANTOR FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS IP SECURITY AGREEMENT AND IN MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED BY ITS OWN FREE WILL, AND THAT GRANTOR HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. GRANTOR AGREES THAT THE OBLIGATIONS EVIDENCED BY THIS IP SECURITY AGREEMENT ARE EXEMPTED TRANSACTIONS UNDER THE TRUTH-IN-LENDING ACT, 15 U.S.C. SECTION 1601, ET SEQ. GRANTOR FURTHER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE MEANING OF THIS WAIVER PROVISION.

(i) Notices. All notices, requests, consents, Claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Credit Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this IP Security Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

(j) Governing Law. This IP Security Agreement and the Loan Documents and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the Loan Documents and the transactions contemplated hereby and thereby shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of Law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction). The other provisions of Sections GOVERNING LAW, SUBMISSION TO JURISDICTION and VENUE of the Credit Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.

(k) Loan Documents. All of the agreements, conditions, covenants, provisions and stipulations contained in the Loan Documents all of even date herewith are hereby made a part of this IP Security Agreement to the same extent and with the same force and effect as if they were fully set forth herein, and Grantor covenants and agrees to keep and perform them, or cause them to be kept and performed, strictly in accordance with their terms.

(l) Indemnity and Expenses.

(i) Grantor hereby agrees to indemnify and hold harmless the Secured Party, its officers, directors, employees, representatives, agents, attorneys and Affiliates (the "**Indemnitees**") from any actual losses, actual damages, liabilities, Claims and related reasonable expenses (including the reasonable fees and expenses of any counsel for Indemnitees) actually incurred by Indemnitees or asserted against Indemnitees by any Person (including Grantor) arising out of, in connection with or resulting from this Security Agreement (including, without limitation, enforcement of this Security Agreement) or any failure of any Secured Obligations to be the legal, valid, and binding obligations of Grantor enforceable in accordance with their terms, whether brought by a third party or by Grantor, and regardless of whether Indemnitees are a party thereto; provided that such indemnity shall not, as to Indemnitees, be available to the extent that such losses, Claims, damages, liabilities or related expenses (i) have resulted from the gross negligence or willful misconduct of Indemnitees or (ii) result from a claim brought by Grantor against Indemnitees for breach in bad faith of Indemnitees obligations hereunder or under any other Loan Document..

(ii) To the fullest extent permitted by applicable Law, Grantor hereby agrees not to assert, and hereby waives, any claim against any Indemnitees, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Security Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the Loans or the use of proceeds thereof. Indemnitees shall not be liable for any damages arising from the use of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Security Agreement or the other Loan Documents or the transactions contemplated hereby or thereby by unintended recipients.

(iii) Grantor agrees to pay or reimburse the Secured Party for all its reasonable out of pocket costs and expenses incurred in collecting against Grantor its Secured Obligations or otherwise protecting, enforcing or preserving any rights or remedies under this Security Agreement and the other Loan Documents to which Grantor is a party, including the fees and other charges of counsel to the Secured Party.

(iv) All amounts due under this Section shall be payable promptly after demand therefor, shall constitute Secured Obligations and shall bear interest until paid at a rate per annum equal to the highest rate per annum at which interest would then be payable on any past due Loan under this Security Agreement.

(v) Without prejudice to the survival of any other agreement of Grantor under this Security Agreement or any other Loan Documents, the agreements and obligations of Grantor contained in this Section shall survive termination of the Loan Documents and payment in full of the Secured Obligations and all other amounts payable under this Security Agreement.

(m) Counterparts; Integration; Effectiveness. This IP Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different Parties hereto in different counterparts), each of which shall constitute an original, but all taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security

Agreement by facsimile, in electronic (i.e., "**pdf**" or "**tif**") format, or through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("**E-Sign Act**"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("**UETA**") and any applicable state law, shall be effective as delivery of a manually executed counterpart of this IP Security Agreement. This IP Security Agreement and the other Loan Documents to which the Grantor is a party constitute the entire contract between the Parties with respect to the subject matter hereof and supersede all previous agreements and understandings, oral or written, with respect thereto.

(n) Successors and Assigns. This IP Security Agreement may be assigned, transferred or negotiated by the Secured Party to any Person at any time without notice to or the consent of the Grantor. The Grantor may not assign or transfer this IP Security Agreement or any of its rights hereunder without the prior written consent of the Secured Party. This IP Security Agreement shall inure to the benefit of and be binding upon the parties hereto and their permitted assigns.

(o) Waiver of Notice. The Grantor, and all endorsers, sureties and guarantors, if any, hereby jointly and severally waive presentment for payment, demand, notice of demand, notice of nonpayment or dishonor, protest and notice of protest of this IP Security Agreement, and all other notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this IP Security Agreement, unless specifically required herein or in the Loan Documents, and agrees that the liability shall be unconditional, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Secured Party. Grantor and all endorsers, sureties, and guarantors, if any, consent to any and all extensions of time, renewals, waivers or modifications that may be granted by Secured Party with respect to the payment or other provisions of this IP Security Agreement, and to the release of the Collateral or any part thereof, with or without substitution and agree that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to them or affecting their liability hereunder.

(p) Amendments and Waivers. No term of this IP Security Agreement may be waived, modified or amended except by an instrument in writing signed by both of the parties hereto. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given in said writing.

(q) Headings. The headings of the various Sections and subsections herein are for reference only and shall not define, modify, expand or limit any of the terms or provisions hereof.

(r) No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising on the part of the Secured Party, of any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

(s) Severability. If any term or provision of this IP Security Agreement or the Loan Documents is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this IP Security Agreement or the Loan Documents or invalidate or render unenforceable such term or provision in any other jurisdiction.

(t) Errors, Defects and Imperfections. Grantor hereby waives and releases all procedural errors, defects and imperfections in any proceedings instituted by Secured Party under the terms of this IP Security Agreement or any of the Loan Documents, as well as all benefit that might accrue to Grantor by virtue of any present or future Laws exempting the Secured Property, or any other property, real

EXECUTION COPY

or personal, or any part of the proceeds arising from any sale of any such property from attachment, levy, or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and Grantor agrees that any real estate that may be levied upon pursuant to a judgment obtained by virtue hereof, on any writ of execution issued thereon, may be sold upon any such writ in whole or in part in any order desired by Secured Party.

(u) Document under Seal. This IP Security Agreement is intended as a document under seal.

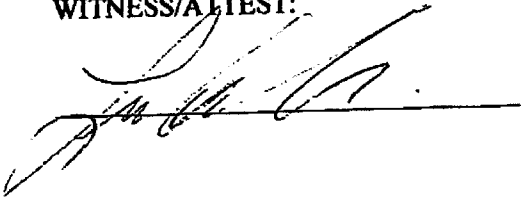
(v) Construction. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, the word "Secured Party" shall be deemed to include the successors and assigns of Secured Party, and the word "Grantor" shall be deemed to include Grantor and all endorsers, sureties and guarantors. All obligations, liabilities and duties of Grantor hereunder shall be joint and several so that the aforesaid endorsers, sureties and guarantors of Grantor shall be individually and collectively liable for all such obligations, liabilities and duties.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

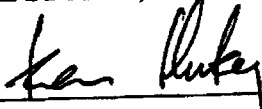
[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, being duly authorized to do so, have executed this IP Security Agreement, and have hereunto set their hand and seal with the intention of being legally bound, as of the day and year first above written.

WITNESS/ATTEST:



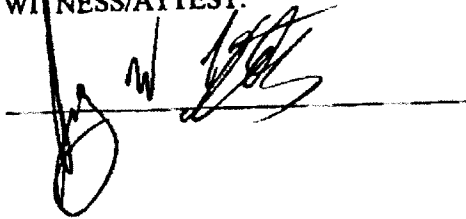
ONLINE STORES, LLC

By:  (SEAL)

Name: Kevin Hickey

Title: Chief Executive Officer

WITNESS/ATTEST:



FIRST NATIONAL BANK OF PENNSYLVANIA

By:  (SEAL)

Name: Michael Borowy

Title: Senior Vice President



EXECUTION COPY

**SCHEDULE 1
PATENTS AND PATENT APPLICATIONS**

NONE

SCHEDULE 2
TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Trademark Name	Registration/Application Number
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	Super Knit	4125184, 4125292
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	Super Tough	4125181
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	Safety Girl	3005368
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	Rugged Blue	3650611
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	English Tea Store Online Stores.com	3871875
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	United States Flag Store	3762143
Online Stores, LLC	Lumegen	5,362,708

SCHEDULE 3
COPYRIGHT REGISTRATIONS AND APPLICATIONS

Owner	Copyright Name	Registration/Application Number
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	OnlineStores.com	Website and images
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	United-States-Flag.com	Website and images
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	ConstructionGear.com	Website and images
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	DiscountSafetyGear.com	Website and images
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	EnglishTeaStore.com	Website and images
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	NorthlineExpress.com	Website and images
Online Stores, LLC (as assigned by Online Stores Inc. on December 30, 2015)	Lightup.com	Website and images