

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM620624

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cost Plus, Inc.		01/15/2021	Corporation: CALIFORNIA
Cost Plus Management Services, Inc.		01/15/2021	Corporation: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Callodine Commercial Finance, LLC, as TL Agent
<b>Street Address:</b>	Two International Place, Suite 1830
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	2730163	ASIAN PASSAGE
Registration Number:	2730162	ASIAN PASSAGE
Registration Number:	4558664	ASIAN PASSAGE
Registration Number:	5215196	BAY MARKET KITCHEN
Registration Number:	3592208	CAB-U-LOUS
Registration Number:	3603914	CLEAR BOTTLE BAY
Registration Number:	1067459	COST PLUS
Registration Number:	1068346	COST PLUS
Registration Number:	1772080	COST PLUS WORLD MARKET
Registration Number:	4483995	COST PLUS WORLD MARKET
Registration Number:	4737652	CRAFT BY WORLD MARKET
Registration Number:	2901896	CROSSROADS
Registration Number:	2353526	ELECTRIC REINDEER
Registration Number:	2976603	MARKET CLASSICS
Registration Number:	4447903	MARKET CLASSICS
Registration Number:	3560608	ONE WORLD. ONE STORE.
Registration Number:	2730769	SOIREE
Registration Number:	4450980	UNIQUE, AUTHENTIC AND ALWAYS AFFORDABLE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4042458	WORLD GRILL
Registration Number:	3412612	WORLD MARKET
Registration Number:	2556914	WORLD MARKET
Registration Number:	2415202	WORLD MARKET
Registration Number:	2613029	WORLD MARKET
Registration Number:	2422740	WORLD MARKET
Registration Number:	2955107	WORLD MARKET
Registration Number:	2582756	WORLD MARKET
Registration Number:	2477108	WORLD MARKET
Registration Number:	2675831	WORLD MARKET
Registration Number:	2415201	WORLD MARKET
Registration Number:	2422739	WORLD MARKET
Registration Number:	2422738	WORLD MARKET
Registration Number:	2438006	WORLD MARKET
Registration Number:	2422735	WORLD MARKET
Registration Number:	2347302	WORLD MARKET
Registration Number:	2418723	WORLD MARKET
Registration Number:	2840285	WORLD MARKET
Registration Number:	4853703	WORLD MARKET CAFÉ
Registration Number:	4834347	WORLD MARKET EST PRODUCT NO PRODUCT OF
Registration Number:	3787412	WORLD MARKET EXPLORER
Registration Number:	4589922	WORLD MARKET EXPLORER REWARDS
Registration Number:	5741564	WORLD MARKET REWARDS
Registration Number:	4558662	WORLD MARKET
Registration Number:	4699925	ZINFATUATION

**CORRESPONDENCE DATA**

**Fax Number:** 6173417701

*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:** 617-951-8132

**Email:** linda.salera@morganlewis.com

**Correspondent Name:** Linda A. Salera, Senior Paralegal

**Address Line 1:** One Federal Street

**Address Line 2:** c/o Morgan, Lewis & Bockius LLP

**Address Line 4:** Boston, MASSACHUSETTS 02110

**NAME OF SUBMITTER:** Linda A. Salera

**SIGNATURE:** /Linda A. Salera/

**DATE SIGNED:** 01/15/2021

**Total Attachments: 9**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 15, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Callodine Commercial Finance, LLC (“Callodine”), in its capacity as TL Agent for the Credit Parties (as defined in the Credit Agreement defined below) pursuant to the Term Loan Credit Agreement, as pledgee, assignee and Credit Party (in such capacities and together with any successors in such capacities, the “TL Agent”).

WITNESSETH:

WHEREAS, pursuant to the Term Loan Credit Agreement, dated as January 15, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Cost Plus, Inc., a California corporation, the other Borrowers from time to time party thereto, the Guarantors from time to time party thereto, the lenders from time to time party thereto (the “Lenders”) and the TL Agent, the Lenders have agreed to extend credit and make certain other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Security Agreement of even date herewith in favor of the TL Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Credit Parties to enter into the Credit Agreement and to extend credit and provide other financial accommodations to the Borrowers pursuant thereto, each Grantor hereby agrees with the TL Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or Credit Agreement, as applicable.

2. Grant of Security Interest in Intellectual Property. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the TL Agent for the benefit of the Credit Parties, and grants to the TL Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, whether now owned or hereafter acquired or arising (the “Intellectual Property Collateral”):

(a) (i) all of its Trademarks and all related Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on

Schedule 1 hereto; (ii) all renewals and extensions of the foregoing; (iii) all Goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary contained in clause (a) above, the security interest created by this Security Agreement shall not extend to, and the term "Intellectual Property Collateral" shall not include, any Excluded Property, and the Grantors shall from time to time at the request of the TL Agent give written notice to the TL Agent identifying in reasonable detail the Excluded Property and shall provide to the TL Agent such other information regarding the Excluded Property as the TL Agent may reasonably request.

3. Security for Secured Obligations. This Intellectual Property Security Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Intellectual Property Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the TL Agent or the other members of the Credit Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the TL Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the TL Agent with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Intellectual Property Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Authorization to Supplement.

(a) If any Grantor shall obtain rights to any new Intellectual Property Collateral, the provisions of this Intellectual Property Security Agreement shall automatically apply thereto.

(b) Without limiting Grantors' obligations under this section, Grantors hereby authorize the TL Agent unilaterally to modify this Intellectual Property Security Agreement by amending Schedule I to include any such Intellectual Property Collateral. Notwithstanding the foregoing, no failure to so modify this Intellectual Property Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the TL Agent's continuing security interest in all Intellectual Property Collateral, whether or not listed on Schedule I.

6. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property Collateral subject to a security interest hereunder.

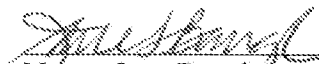
7. Counterparts. This Intellectual Property Security Agreement is a Loan Document. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Intellectual Property Security Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. The TL Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Intellectual Property Security Agreement. Any party delivering an executed counterpart of this Intellectual Property Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Intellectual Property Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Intellectual Property Security Agreement.

8. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

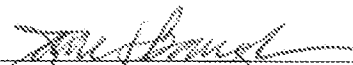
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

**COST PLUS, INC., as Grantor**

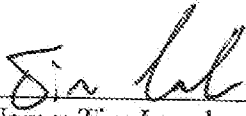
By:   
Name: Jane Baughman  
Title: President, Secretary and Treasurer

**COST PLUS MANAGEMENT SERVICES,  
INC., as Grantor**

By:   
Name: Jane Baughman  
Title: Chief Financial Officer and Assistant  
Secretary

ACCEPTED AND AGREED  
as of the date first above written:

**CALLODINE COMMERCIAL FINANCE, LLC**  
as TL Agent

By:   
Name: Tim Lynch  
Title: Principal

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007163 FRAME: 0301**




**SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Cost Plus Management Services, Inc.</b>			
<b>Trademark</b>	<b>Jurisdiction</b>	<b>Application Number</b>	<b>Registration Number</b>
ASIAN PASSAGE	United States	76/282537	2,730,163
	United States	76/282536	2,730,162
ASIAN PASSAGE and Design 	United States	85/939,988	4,558,664
BAY MARKET KITCHEN	United States	87/019776	5,215,196
CAB U LOUS	United States	77/262,674	3,592,208
CLEAR BOTTLE BAY (intentionally abandoned)	United States	77/388,637	3,603,914
COST PLUS	Canada	830,609	TMA 613,481
	United States	72/465,331	1,067,459
	United States	72/465,330	1,068,346
COST PLUS WORLD MARKET	Canada	1282256	TMA704488
COST PLUS WORLD MARKET (Stylized) ( <b>COST PLUS WORLD MARKET</b> )	United States	74/313,421	1,772,080
COST PLUS WORLD MARKET and Design 	United States	85/921,988	4,483,995
CRAFT BY WORLD MARKET	United States	86/221,585	4,737,652

CROSSROADS	United States	75/839,801	2,901,896
ELECTRIC REINDEER	United States	75/668,870	2,353,526
MARKET CLASSICS	United States	76/197,699	2,976,603
MARKET CLASSICS (Stylized) ( <b>MARKET CLASSICS</b> )	United States	85/935,352	4,447,903
ONE WORLD, ONE STORE	United States	77/486,569	3,560,608
SOIREE	United States	78/097,986	2,730,769
UNIQUE, AUTHENTIC AND ALWAYS AFFORDABLE	United States	85/916,927	4,450,980
WORLD GRILL	United States	77/647,628	4,042,458
WORLD MARKET	Canada	1196482	TMA 690354
	United States	78/352,453	3,412,612
		75/872,965	2,556,914
	United States	75/669620	2,415,202
		75/669619	2,613,029
	United States	75/669,618	2,422,740
		78/416,846	2,955,107
	United States	75/669,616	2,582,756
		75/669,615	2,477,108
	United States	75/669,614	2,675,831
		75/669,613	2,415,201
	United States	75/669,612	2,422,739
		75/669,610	2,422,738
	United States	75/668,872	2,438,006
		75/668,871	2,422,735
	United States	75/756,375	2,347,302
		75/669,608	2,418,723
	United States	78/240,202	2,840,285

	United States United States United States United States United States United States United States		
WORLD MARKET and Design  ( )	European Union	1682590	1682590
WORLD MARKET CAFÉ	United States	86/355,238	4,853,703
WORLD MARKET EST PRODUCT NO PRODUCT OF and Design  ( )	United States	85/983,650	4,834,347
WORLD MARKET EXPLORER	United States	77/839586	3,787,412
WORLD MARKET EXPLORER REWARDS and Design (  )	United States	85/957,647	4,589,922
WORLD MARKET REWARDS and Design  ( )	United States	87/955,097	5,741,564
WORLD MARKET Stamp Design  ( )	United States	85/939,795	4,558,662

ZINFATUATION	United States	86/399,397	4,699,925
<b>Cost Plus, Inc.</b>			
Trademark	Jurisdiction	Application Number	Registration Number
WORLD MARKET	North Dakota		20876200
COST PLUS WORLD MARKET	North Dakota		39762700
COST PLUS WORLD MARKET	Arizona		354505
COST PLUS WORLD MARKET	Louisiana		574916
WORLD MARKET	Ohio		1150852
COST PLUS WORLD MARKET	Nebraska		10006107
CROSSROADS	California		51430

**Trademark Licenses**

1. Cost Plus Management Services, Inc. authorizes certain vendors to use its trademarks solely for the purpose of manufacturing products in accordance with the purchase order(s) and for exportation of those products to Cost Plus Management Services, Inc. pursuant to a standard form of Trademark Authorization Letter.