

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650363

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Crafts, L.C.		05/28/2021	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	WhiteHorse Capital Management, LLC, as Administrative Agent		
Street Address:	1450 Brickell Avenue		
Internal Address:	31st Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Registration Number:	5928498	FOIL QUILL	
Registration Number:	6156131	PUNCH BOARD	
Registration Number:	5243904	TYPECAST	
Registration Number:	5430779	COLOR BLAST	
Registration Number:	5003024	HOMEMADE WITH LOVE	
Registration Number:	5035120	STICKY THUMB	
Registration Number:	5556092	STACK	
Registration Number:	4949518	MARQUEE LOVE	
Registration Number:	4877392	MEMORYDEX	
Registration Number:	4793710	MR. HUEY'S	
Registration Number:	4928556	MINC	
Registration Number:	4791229	MISC ME	
Registration Number:	4791230	MISCELLANEOUS ME	
Registration Number:	4791231	MISC ME!	
Registration Number:	4941643	CORE	
Registration Number:	4464696	WE R MEMORY KEEPERS	
Registration Number:	4606000	BOBUNNY	
Registration Number:	4606001	BOBUNNY	
TRADEMARK			

CH \$1040.00 5928498

Property Type	Number	Word Mark
Registration Number:	4288038	AMERICAN CRAFTS
Registration Number:	4251458	THE CINCH
Registration Number:	4190443	WE R MEMORY KEEPERS
Registration Number:	4190450	CROP A DILE
Registration Number:	4163530	DCWV
Registration Number:	4147820	SMASH
Registration Number:	4012276	SEWEASY
Registration Number:	3714488	PREMIUM STACK
Registration Number:	3714490	CARDSTOCK STACK
Registration Number:	3714479	PREMIUM STACKS
Registration Number:	3714480	MAT STACK
Registration Number:	3688363	STACK
Registration Number:	3653209	STACK
Registration Number:	3502916	COLORCORE CARDSTOCK
Registration Number:	3480712	DCWV
Registration Number:	2752068	CROP IN STYLE
Registration Number:	2867218	QUICKUTZ
Registration Number:	2653129	CALIFORNIA CREATIONS
Registration Number:	2347994	BO-BUNNY PRESS
Registration Number:	1731029	COLORBOK
Registration Number:	0870205	MAKIT & BAKIT
Serial Number:	88223823	AMERICAN CRAFTS
Serial Number:	88223834	AMERICAN CRAFTS

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 3129932622

Email: gayle.grocke@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 053437-0045

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 05/28/2021

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of May 28, 2021, by and between **AMERICAN CRAFTS, L.C.**, a Utah limited liability company (the “Grantor”), and **WHITEHORSE CAPITAL MANAGEMENT, LLC** in its capacity as Administrative Agent on behalf of the Secured Parties (in such capacity, together with its successors in such capacity, if any, the “Administrative Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among American Crafts Holdings, LLC, a Utah limited liability company, the Grantor, the other Loan Parties party thereto, the financial institutions party thereto from time to time as Lenders and the Administrative Agent, the Lenders have agreed to make certain financial accommodations available to the Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Grantor as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Administrative Agent that certain Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor pledged and granted to the Administrative Agent a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Administrative Agent with the United States Patent and Trademark Office;

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:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each license with respect to Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any license with respect to Trademarks.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark 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 Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to the Secured 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 Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral 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 Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by email, .pdf, facsimile or other electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Each party agrees that the electronic signatures of the parties included in this Trademark Security Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signatures" mean any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record pursuant to the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309) as amended from time to time or as provided under the Uniform Commercial Code as adopted by the State of New York. This Trademark Security Agreement is a Loan Document.

7. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

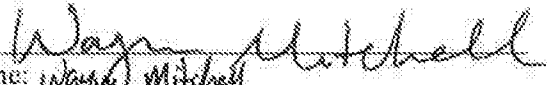
8. **MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING JURISDICTION, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 8.09 AND 8.10 OF THE CREDIT**

AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

AMERICAN CRAFTS, L.C.,
a Utah limited liability company

By: 
Name: *Wayne Mitchell*
Title: *Manager*

ADMINISTRATIVE AGENT:

WHITEHORSE CAPITAL MANAGEMENT, LLC

By: 

Name: Richard Siegel

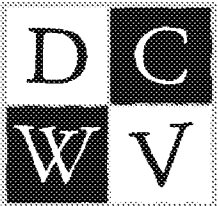
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT


<u>Mark</u>	<u>Registration/Application Date</u>	<u>U.S. Registration/Application Number</u>
<p style="text-align: center;">FOIL QUILL</p> <p>FOIL QUILL</p>	<p>Registration Date: 12/3/2019</p>	<p>Registration Number: 5928498</p>
<p style="text-align: center;">AMERICAN CRAFTS</p> <p>AMERICAN CRAFTS</p>	<p>Application Date: 12/10/2018</p>	<p>Application Number: 88223823</p>
<p style="text-align: center;">AMERICAN CRAFTS</p> <p>AMERICAN CRAFTS</p>	<p>Application Date: 12/10/2018</p>	<p>Application Number: 88223834</p>
<p style="text-align: center;">PUNCH BOARD</p> <p>PUNCH BOARD</p>	<p>Registration Date: 9/22/2020</p>	<p>Registration Number: 6156131</p>
<p style="text-align: center;">TYPECAST</p> <p>TYPECAST</p>	<p>Registration Date: 7/18/2017</p>	<p>Registration Number: 5243904</p>
<p style="text-align: center;">COLOR BLAST</p> <p>COLOR BLAST</p>	<p>Registration Date: 3/27/2018</p>	<p>Registration Number: 5430779</p>
<p style="text-align: center;">HOMEMADE WITH LOVE</p> <p>HOMEMADE WITH LOVE</p>	<p>Registration Date: 7/19/2016</p>	<p>Registration Number: 5003024</p>

<u>Mark</u>	<u>Registration/Application Date</u>	<u>U.S. Registration/Application Number</u>
STICKY THUMB STICKY THUMB	Registration Date: 9/6/2016	Registration Number: 5035120
STACK STACK	Registration Date: 9/4/2018	Registration Number: 5556092
MARQUEE LOVE MARQUEE LOVE	Registration Date: 5/3/2016	Registration Number: 4949518
MEMORYDEX MEMORYDEX	Registration Date: 12/29/2015	Registration Number: 4877392
MR. HUEY'S Mr. Huey's	Registration Date: 8/18/2015	Registration Number: 4793710
MINC MINC	Registration Date: 3/29/2016	Registration Number: 4928556
MISC ME MISC ME	Registration Date: 8/11/2015	Registration Number: 4791229

<u>Mark</u>	<u>Registration/Application Date</u>	<u>U.S. Registration/Application Number</u>
<p>MISCELLANEOUS ME</p> <p>MISCELLANEOUS ME</p>	<p>Registration Date: 8/11/2015</p>	<p>Registration Number: 4791230</p>
<p>MISC ME!</p> 	<p>Registration Date: 8/11/2015</p>	<p>Registration Number: 4791231</p>
<p>CORE</p> <p>CORE</p>	<p>Registration Date: 4/19/2016</p>	<p>Registration Number: 4941643</p>
<p>WE R MEMORY KEEPERS</p> 	<p>Registration Date: 1/14/2014</p>	<p>Registration Number: 4464696</p>
<p>BOBUNNY</p> 	<p>Registration Date: 9/16/2014</p>	<p>Registration Number: 4606000</p>
<p>BOBUNNY</p> <p>BOBUNNY</p>	<p>Registration Date: 9/16/2014</p>	<p>Registration Number: 4606001</p>
<p>AMERICAN CRAFTS</p> <p>AMERICAN CRAFTS</p>	<p>Registration Date: 2/12/2013</p>	<p>Registration Number: 4288038</p>

<u>Mark</u>	<u>Registration/Application Date</u>	<u>U.S. Registration/Application Number</u>
<p>THE CINCH</p> <p>THE CINCH</p>	<p>Registration Date: 11/27/2012</p>	<p>Registration Number: 4251458</p>
<p>WE R MEMORY KEEPERS</p> <p>WE R MEMORY KEEPERS</p>	<p>Registration Date: 8/14/2012</p>	<p>Registration Number: 4190443</p>
<p>CROP A DILE</p> <p>CROP A DILE</p>	<p>Registration Date: 8/14/2012</p>	<p>Registration Number: 4190450</p>
<p>DCWV</p> 	<p>Registration Date: 6/26/2012</p>	<p>Registration Number: 4163530</p>
<p>SMASH</p> <p>SMASH</p>	<p>Registration Date: 5/22/2012</p>	<p>Registration Number: 4147820</p>
<p>SEWEASY</p> <p>SEWEASY</p>	<p>Registration Date: 8/16/2011</p>	<p>Registration Number: 4012276</p>
<p>PREMIUM STACK</p> <p>PREMIUM STACK</p>	<p>Registration Date: 11/24/2009</p>	<p>Registration Number: 3714488</p>

<u>Mark</u>	<u>Registration/Application Date</u>	<u>U.S. Registration/Application Number</u>
CARDSTOCK STACK CARDSTOCK STACK	Registration Date: 11/24/2009	Registration Number: 3714490
PREMIUM STACKS PREMIUM STACKS	Registration Date: 11/24/2009	Registration Number: 3714479
MAT STACK MAT STACK	Registration Date: 11/24/2009	Registration Number: 3714480
STACK STACK	Registration Date: 9/29/2009	Registration Number: 3688363
STACK Stack	Registration Date: 7/14/2009	Registration Number: 3653209
COLORCORE CARDSTOCK COLORCORE CARDSTOCK	Registration Date: 9/16/2008	Registration Number: 3502916
DCWV DCWV	Registration Date: 8/5/2008	Registration Number: 3480712

<u>Mark</u>	<u>Registration/Application Date</u>	<u>U.S. Registration/Application Number</u>
CROP IN STYLE	Registration Date: 8/19/2003	Registration Number: 2752068
QUICKUTZ	Registration Date: 7/27/2004	Registration Number: 2867218
CALIFORNIA CREATIONS 	Registration Date: 11/26/2002	Registration Number: 2653129
BO-BUNNY PRESS	Registration Date: 5/9/2000	Registration Number: 2347994
COLORBOK Colorbök	Registration Date: 11/10/1992	Registration Number: 1731029
MAKIT & BAKIT	Registration Date: 5/27/1969	Registration Number: 0870205