

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660923

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brewster Home Fashions LLC		07/16/2021	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S Dearborn, FL L2, IL 1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Serial Number:	88060167	FLOORPOPS	
Serial Number:	88698901	PAPERDEX	
Serial Number:	88694725	WARNER	
Serial Number:	88332192	ROWHOUSE	
Serial Number:	88332175	LUNA&LILY	
Serial Number:	88122255	WALL POPS!	
Serial Number:	88122245	WALLPOPS	
Serial Number:	88081508	BREWSTER HOME FASHIONS	
Serial Number:	88060189	FLOOR POPS	
Serial Number:	88060186	FLOOR POPS!	
Serial Number:	88060181	FLOOR POPS	
Serial Number:	88060172	FLOOR POPS!	
Serial Number:	87983496	IN HOME	
Serial Number:	87100522	HABITAT DÉCOR	
Serial Number:	86950375	FLOORPOPS	
Serial Number:	86812286	NUWALLPAPER	
Serial Number:	86660830	A-STREET PRINTS	
Serial Number:	86466301	AMERICAN BEAUTY	
Serial Number:	85890054	MY STYLE	
TRADEMARK			

OP \$815.00 88060167

Property Type	Number	Word Mark
Serial Number:	78843005	WALL POPS
Serial Number:	78712308	EASY-WALLS
Serial Number:	78101644	KENNETH JAMES
Serial Number:	78431140	HANGS IN MINUTES, REMOVES IN SECONDS
Serial Number:	77137960	ZOOWALLOGY
Serial Number:	77022962	EASY-MATCH
Serial Number:	76701941	WALL POPS
Serial Number:	76370573	FETCO
Serial Number:	75676646	BEACON HOUSE
Serial Number:	75281022	CHESAPEAKE WALLCOVERINGS CORPORATION
Serial Number:	75281021	CHESAPEAKE WALLCOVERINGS CORPORATION
Serial Number:	75090406	VINTAGE WALLCOVERINGS
Serial Number:	73416095	MIRAGE

CORRESPONDENCE DATA

Fax Number: 3128637867

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: 3128637179

Email: madeline.purcell@goldbergekohn.com

Correspondent Name: Madeline Purcell - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1075.320
NAME OF SUBMITTER:	Madeline Purcell
SIGNATURE:	/madeline purcell/
DATE SIGNED:	07/19/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, this "Trademark Security Agreement"), dated as of July 16, 2021, is by BREWSTER HOME FASHIONS LLC, a Massachusetts limited liability company ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A. (the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 16, 2021, by and among Grantor, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time and the Administrative Agent (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to the Administrative Agent that certain Pledge and Security Agreement dated as of July 16, 2021 (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, Grantor has agreed to execute and deliver to the Administrative Agent this Trademark 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:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Administrative Agent a continuing first priority (subject to Permitted Liens) 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 to secure all of the Secured Obligations (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those registered trademarks referred to on Schedule I hereto; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world; provided, the Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral. Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Assets; *provided*, that if and when any property shall cease to be an Excluded Asset, such property shall be deemed at all times from and after such date to constitute Trademark Collateral until the date, if ever, that such property again becomes an Excluded Asset.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are 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.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt (and in any case in the next Compliance Certificate required to be delivered pursuant to the Credit Agreement) notice in writing to the Administrative Agent with respect to any such new trademarks. Without limiting Grantor's obligations under this Section 4, 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 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 continuing security interest of the Administrative Agent in all the Trademark Collateral, whether or not listed on Schedule I.

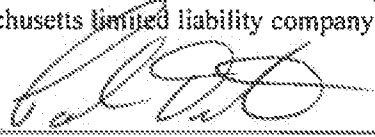
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. 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 ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[signature page follows]

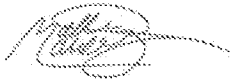
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BREWSTER HOME FASHIONS LLC,
a Massachusetts limited liability company

By: 
Name: Paul Feinstein
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: Matthew Landry
Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
FLOORPOPS	88060167	Registered	6234261	12/29/20
PAPERDEX	88698901	Registered	6165781	9/29/20
WARNER	88694725	Registered	6219739	12/15/20
ROWHOUSE	88332192	Registered	6043679	4/28/20
LUNA&LILY	88332175	Registered	6043678	4/28/20
WALL POPS!	88122255	Registered	5715491	4/2/19
WALLPOPS	88122245	Registered	5727834	4/16/19
BREWSTER HOME FASHIONS	88081508	Registered	5904671	11/5/19
FLOOR POPS	88060189	Registered	5713542	4/2/19
FLOOR POPS!	88060186	Registered	5713541	4/2/19
FLOOR POPS	88060181	Registered	6037886	4/21/20
FLOOR POPS!	88060172	Registered	6034540	4/14/20
IN HOME	87983496	Registered	6206164	11/24/20
HABITAT DÉCOR	87100522	Registered	5697751	3/12/19
FLOORPOPS	86950375	Registered	5546351	8/21/18
NUWALLPAPER	86812286	Registered	4988447	6/28/16
A-STREET PRINTS	86660830	Registered	4885925	1/12/16
AMERICAN BEAUTY	86466301	Registered	4777005	7/21/15
MY STYLE	85890054	Registered	4435939	11/19/13
WALL POPS	78843005	Registered	3345877	11/27/07
EASY-WALLS	78712308	Registered	3357375	12/18/07
KENNETH JAMES	78101644	Registered	2785008	11/18/03
HANGS IN MINUTES, REMOVES IN SECONDS	78431140	Registered	3139982	9/5/06
ZOOWALLOGY	77137960	Registered	3547494	12/16/08
EASY-MATCH	77022962	Registered	3496396	9/2/08
WALL POPS	76701941	Registered	3974761	6/7/11
FETCO	76370573	Registered	2668819	12/31/02
BEACON HOUSE	75676646	Registered	2321833	2/22/00
CHESAPEAKE WALLCOVERINGS CORPORATION	75281022	Registered	2163812	6/9/98
CHESAPEAKE WALLCOVERINGS CORPORATION	75281021	Registered	2169364	6/30/98
VINTAGE WALLCOVERINGS	75090406	Registered	2226983	3/2/99
MIRAGE	73416095	Registered	1285352	7/10/84