

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Restoration Hardware, Inc.		07/29/2021	Corporation: DELAWARE
RH US, LLC		07/29/2021	Limited Liability Company: DELAWARE
Waterworks IP Co., LLC		07/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Agent		
Street Address:	100 Federal Street, 9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87584600	BUNGALOW	
Serial Number:	87747336	BUNGALOW	
Serial Number:	87584611	BUNGALOW	
Serial Number:	87584643	BUNGALOW	
Serial Number:	87584646	BUNGALOW	
Serial Number:	87584652	BUNGALOW	
Serial Number:	87584654	BUNGALOW	
Serial Number:	87584667	BUNGALOW	
Serial Number:	87584672	BUNGALOW	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		

CH \$240.00 87584600

Address Line 1: 1 Federal St
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110-1726

NAME OF SUBMITTER: Katarzyna Gaysunas

SIGNATURE: /Katarzyna Gaysunas/

DATE SIGNED: 08/02/2021

Total Attachments: 9

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FIFTH SUPPLEMENT TO GRANT OF SECURITY INTEREST
IN UNITED STATES AND CANADIAN TRADEMARKS

This Fifth Supplement to Grant of Security Interest in United States and Canadian Trademarks (this “Grant”) is made as of the 29th day of July, 2021, by and among (a) each of the Persons listed on Schedule I attached hereto (together collectively, the “Grantors”, and each individually, a “Grantor”), in favor of **BANK OF AMERICA, N.A.**, as Agent (the “Grantee”).

WHEREAS, certain of the Grantors have executed and delivered a Grant of Security Interest in United States and Canadian Trademarks dated August 3, 2011 and recorded with the United States Patent and Trademark Office (“USPTO”) on August 5, 2011 at Reel 4598, Frame 0401 and with the Canadian Intellectual Property Office (“CIPO”) on April 20, 2014 as File No. 1592876 (the “Original Grant”) in favor of the Grantee, pursuant to which each such Grantor pledged, assigned and granted a security interest in certain Marks (as defined therein);

WHEREAS, certain of the Grantors have executed and delivered a First Supplement to Grant of Security Interest in United States and Canadian Trademarks dated November 24, 2014 and recorded with the USPTO on November 25, 2014 at Reel 5407, Frame 0775 (as amended of record from time to time, hereinafter, the “First Supplement”), in favor of the Grantee;

WHEREAS, certain of the Grantors have executed and delivered a Second Supplement to Grant of Security Interest in United States and Canadian Trademarks dated June 28, 2017 and recorded with the USPTO on June 29, 2017 at Reel 6095, Frame 0134 (as amended of record from time to time, hereinafter, the “Second Supplement”), in favor of the Grantee;

WHEREAS, certain of the Grantors have executed and delivered a Third Supplement to Grant of Security Interest in United States and Canadian Trademarks dated June 3, 2019 and recorded with the USPTO on June 4, 2019 at Reel 6660, Frame 0764 (as amended of record from time to time, hereinafter, the “Third Supplement”), in favor of the Grantee;

WHEREAS, certain of the Grantors have executed and delivered a Fourth Supplement to Grant of Security Interest in United States and Canadian Trademarks dated March 5, 2021 and recorded with the USPTO on March 8, 2021 at Reel 7213, Frame 0936 (as amended of record from time to time, hereinafter, the “Fourth Supplement”), in favor of the Grantee; and

WHEREAS, the Grantors have developed additional Marks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Marks in favor of the Grantee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Original Grant.
2. Supplement to Schedule A. Schedule A to the Original Grant is hereby supplemented, but not replaced, by Schedule A-4 annexed hereto. For the purposes of clarity, from and after the date hereof, Schedule A shall be deemed to include (i) the Marks referenced on Schedule A as such Schedule A exists immediately prior to the date hereof, (ii) the Marks

referenced on Schedule A-1 of the First Supplement, (iii) Schedule A-2 of the Second Supplement, (iv) Schedule A-3 of the Third Supplement, (v) Schedule A-4 of the Fourth Supplement, and (vi) the Marks referenced on Schedule A-5 annexed hereto.

3. Miscellaneous:

- a. Except as provided herein, all terms and conditions of the Original Grant remain in full force and effect. The Grantors hereby ratify, confirm and reaffirm all of the representations, warranties and covenants contained therein.
- b. This Grant and the Original Grant cover the entire understanding of the parties with respect to the matters set forth herein and supersede all prior discussions and negotiations hereon.

4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has executed this Grant to be duly executed as of the date set forth above.


RESTORATION HARDWARE, INC.

By: 
Name: Jack Preston
Title: Chief Financial Officer

RH US, LLC

By: 
Name: Jack Preston
Title: Chief Financial Officer

WATERWORKS IP CO., LLC

By: 
Name: Jack Preston
Title: Treasurer

SCHEDULE A-5

CANADIAN TRADEMARKS

Country	Trademark	Class	Status	Appl. No.	Filing Date	Owner
Canada	RH	35, 41	Pending	1976079	17-Jul-2019	RH US, LLC
Canada	RH BUILD	36, 37, 42	Pending	1976078	17-Jul-2019	RH US, LLC
Canada	RH	39	Pending	2025728	30-Apr-2020	RH US, LLC
Canada	RH3	39	Pending	2025730	30-Apr-2020	RH US, LLC
Canada	THE WORLD OF RH	35, 39, 42, 43	Pending	2025737	30-Apr-2020	RH US, LLC
Canada	RH COLOR	35	Pending	2039597	14-Jul-2020	RH US, LLC
Canada	RH	21	Pending	2040937	21-Jul-2020	RH US, LLC
Canada	RH ONE	39	Pending	2050403	9-Sep-2020	RH US, LLC
Canada	PRODUCTS, PLACES, SERVICES AND SPACES	35, 43	Pending	2054568	29-Sep-2020	RH US, LLC
Canada	IMAGINE YOURSELF HERE	42	Pending	2060131	27-Oct-2020	RH US, LLC
Canada	MULHOLLAND	20	Pending	2060130	27-Oct-2020	RH US, LLC
Canada	RH	04, 14	Pending	2061127	30-Oct-2020	RH US, LLC
Canada	RH CONTRACT	35	Pending	2061134	30-Oct-2020	RH US, LLC
Canada	RH RUGS	35	Pending	2061126	30-Oct-2020	RH US, LLC
Canada	CARPE DIEM	39	Pending	2068322	3-Dec-2020	RH US, LLC
Canada	RH ONE DESIGN	39	Pending	2068326	3-Dec-2020	RH US, LLC
Canada	RH BESPOKE	20, 35	Pending	2068616	4-Dec-2020	RH US, LLC
Canada	RH TEMPORARY	20, 35	Pending	2069502	9-Dec-2020	RH US, LLC
Canada	THERE ARE PIECES THAT FURNISH A HOME AND THOSE THAT DEFINE IT.	42	Pending	2069523	9-Dec-2020	RH US, LLC
Canada	WHERE LESS IS MORE AND MINIMAL IS MAGNIFIED	35, 42	Pending	2069520	9-Dec-2020	RH US, LLC

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Country	Trademark	Class	Status	Appl. No.	Filing Date	Owner
Canada	RESTORATION HARDWARE	42, 43	Pending	2088696	3-Mar-2021	RH US, LLC
Canada	RH	03, 08, 14, 18, 21, 24, 25, 35	Pending	2090371	9-Mar-2021	RH US, LLC
Canada	BIG STYLE SMALL SPACES	35	Pending	2090719	10-Mar-2021	RH US, LLC
Canada	RH	41, 42, 43, 44, 45	Pending	2090765	10-Mar-2021	RH US, LLC
Canada	RH AT YOUR SERVICE	35, 37	Pending	2090616	10-Mar-2021	RH US, LLC
Canada	RH IN YOUR HOME	35, 37	Pending	2090625	10-Mar-2021	RH US, LLC
Canada	RH BASE	35, 43	Pending	2093061	18-Mar-2021	RH US, LLC
Canada	RH COMPOUND	35, 43	Pending	2093064	18-Mar-2021	RH US, LLC
Canada	THE BASE	35	Pending	2093057	18-Mar-2021	RH US, LLC
Canada	RH GUESTHOUSE	43	Pending	2097026	1-Apr-2021	RH US, LLC
Canada	RH THREE	39	Pending	2101070	20-Apr-2021	RH US, LLC
Canada	RH TRADE	35	Pending	2103079	28-Apr-2021	RH US, LLC
Canada	RH FOUR	39	Pending	2105895	10-May-2021	RH US, LLC
Canada	THE WORLD OF RH	36, 37, 39, 41, 42, 43, 44	Pending	2105889	10-May-2021	RH US, LLC
Canada	RH	36, 39, 44	Pending	2108019	19-May-2021	RH US, LLC
Canada	PRODUCTS, PLACES, SERVICES AND SPACES	36, 37, 39, 41, 42, 43, 44	Pending	2118571	2-Jul-2021	RH US, LLC
Canada	RH RESIDENCES WATERWORKS	36, 37	Pending	2118572 2061124	2-Jul-2021 30-Oct - 2020	RH US, LLC Waterworks IP Co., LLC

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US TRADEMARKS

Owner	Jurisdiction	Mark	App. No.	Filing Date
Restoration Hardware, Inc.	United States	BUNGALOW	87584600	25-AUG-2017
Restoration Hardware, Inc.	United States	BUNGALOW	87747336	25-AUG-2017
Restoration Hardware, Inc.	United States	BUNGALOW	87584611	25-AUG-2017
Restoration Hardware, Inc.	United States	BUNGALOW	87584643	25-AUG-2017
Restoration Hardware, Inc.	United States	BUNGALOW	87584646	25-AUG-2017
Restoration Hardware, Inc.	United States	BUNGALOW	87584652	25-AUG-2017
Restoration Hardware, Inc.	United States	BUNGALOW	87584654	25-AUG-2017
Restoration Hardware, Inc.	United States	BUNGALOW	87584667	25-AUG-2017
Restoration Hardware, Inc.	United States	BUNGALOW	87584672	25-AUG-2017

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Owner	Jurisdiction	Mark	App. No.	Filing Date
Restoration Hardware, Inc.	United States	BUNGALOW	87584679	25-AUG-2017
Restoration Hardware, Inc.	United States	BUNGALOW	87584683	25-AUG-2017
Restoration Hardware, Inc.	United States	BUNGALOW	87584685	25-AUG-2017
Restoration Hardware, Inc.	United States	BUNGALOW	87584687	25-AUG-2017
Restoration Hardware, Inc.	United States	BUNGALOW	87584689	25-AUG-2017
Restoration Hardware, Inc.	United States	BUNGALOW	87584693	25-AUG-2017
Restoration Hardware, Inc.	United States	BUNGALOW	87584702	25-AUG-2017
Restoration Hardware, Inc.	United States	BUNGALOW	87584706	25-AUG-2017
RH US, LLC	United States	RH WINE BAR	90735703	26-MAY-2021
RH US, LLC	United States	RH BESPOKE	90664003	22-APR-2021
RH US, LLC	United States	RH2-	90539458	22-FEB-2021
RH US, LLC	United States	RH TWO	90539465	22-FEB-2021

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Owner	Jurisdiction	Mark	App. No.	Filing Date
RH US, LLC	United States	THE CLOUD	87643893	2-OCT-2017

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Schedule I

Grantors

RESTORATION HARDWARE, INC., a Delaware limited liability company

RH US, LLC, a Delaware limited liability company

WATERWORKS IP CO., LLC, a Delaware limited liability company